

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 5

DATE
11.29.11

TO LEASE NO.
GS-09B-02541

ADDRESS OF PREMISES [REDACTED] San Diego Building
10385 Vista Sorrento Parkway
San Diego, CA 92121

THIS AGREEMENT, made and entered into this date by and between:

PH FBI SD, LLC.

Whose address is: 100 City Parkway, Suite 1700
Las Vegas, NV 89106

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by Government, as follows:

Supplemental Lease Agreement Number 5 is hereby issued to reflect change orders requested by the Government.

Paragraph Number 36. is hereby added to the lease contract as follows:

^{316,834} 35. The Lessor shall provide all labor, materials, professional design fees and permits to furnish, install and maintain all changes identified in Tenant Work Request (TWR) #60 as identified on the Tenant Work Request (TWR) Log, Attachment A – TWR Log and Attachment B Tenant Work Request Proposal. The reference changes are to furnish and install as follows:

TWR #60 – Rough Order of Magnitude (ROM) Cost of Long Lead Items Affected by the addition of the [REDACTED] program:

Electrical	[REDACTED]
HVAC	[REDACTED]
Structural Steel	[REDACTED]
General Conditions Fee	[REDACTED]
General Contractor Fee	[REDACTED]
Total Lumpsum to Lessor:	\$276,834.00

Title to any and all alterations and tenant improvements for which the Government will make a "Lumpsum" or any type of payment shall vest in the government. The Government at any time can remove these items. The Lessor waives restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If after the lease term or any extensions, or succeeding lease term, the Government elects to abandon these items in place title shall pass to the Lessor.

All other terms and conditions remain the same

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ASW

Payment for lump sum costs associated with reimbursable work items; the Lessor is hereby notified that the Lessor submit for Lump Sum Payments, an original and one copy of the invoice for the reimbursable work items, including the annotation of PS Number "PS _____," on the invoice covering SLA #5 by reference, Tenant Work Request (TWR) #60. The original invoice shall be remitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102

A copy of the invoice shall be concurrently submitted to the GSA Contracting Officer at:
GSA, Real Estate Division (9P1PR)
600 Las Vegas Blvd., South, Suite 600
Las Vegas, NV 89101

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: PHIPPS, LLC

BY



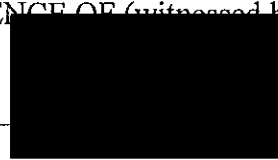
(Signature)

member

(Official Title)

IN THE PRESENCE OF (witnessed by :)

BY



(Signature)

MEMBER

(Official Title)

UNITED STATES GOVERNMENT CONTRACTING OFFICES ADMINISTRATION

Contracting Officer

(Signature)

(Official Title)