

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 6-A as amended

DATE
1.24.12

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 6 is hereby issued to reflect change orders requested by the government, which shall be deducted from the Lessor's \$500,000.00 allowance as identified in Paragraph 7. M. of the lease.

Paragraph Number 37. is hereby added to the lease contract as follows:

37. 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) **#49 and 52 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 #49 – Blue Light Fixture and wall mounted single pole switch:

Lumpsum to Lessor: [REDACTED]

TWR #52 – Mc Cable, 20 amp/208 Volt Breaker and 30 amp/208 Volt Breaker

Lumpsum to Lessor: [REDACTED]

Total Lumpsum to Lessor to be deducted from Lessor Allowance: \$10,280.00

Balance of Lessor Allowance as of 1/23/12: \$210, 901.00

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

Continued on page 2

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

LESSOR: PH FBI SD, LLC

BY

[Redacted Signature]

PROJECT MANAGER
(Official Title)

IN THE PRESENCE OF (witnessed by :)

BY

[Redacted Signature]

EXECUTIVE ASSISTANT

(Signature)

(Official Title)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

DEBORAH D. ORKOWSKI

(Signature)

Contracting Officer

(Official Title)