

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 7	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 7 is hereby issued to reflect change orders requested by the Government.

Paragraph Number 38. is hereby added to the lease contract as follows:

38. The Lessor shall provide all labor, materials, (except as provided in SLA #5), to furnish and install all changes identified in Tenant Work Request (TWR) #61 as identified on the Tenant Work Request (TWR) Log.
Attachment A – Tenant Work Request (TWR) Proposal;
Attachment B - TWR Log;
Attachment C – [REDACTED] Drawings dated 10/13/11

The reference changes are to furnish and install in the amount as a NOT TO EXCEED COST is as follows:

TWR #61 – Construction Costs to Incorporate the San Diego [REDACTED] in to the current project scope of work as awarded:

Lumpsum to Lessor NOT TO EXCEED: [REDACTED]

The Lumpsum to the Lessor is a not to exceed amount. Any future scope changes will be memorialized via a future change order and future Supplemental Lease Agreement (SLA).

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.

Payment for lump sum costs associated with reimbursable work items; 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 #9 ddo by reference, Tenant Work Request (TWR) #49 and 52. The original invoice shall be remitted to:

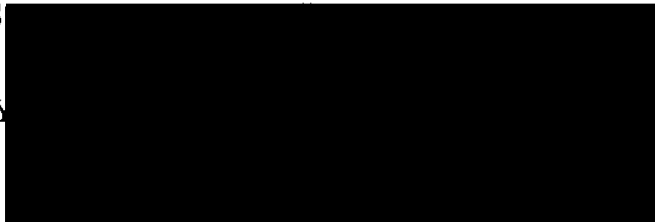
GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102

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.

LES

BY



PROJECT MANAGER
(Official Title)

IN THE PRESENCE OF (witnessed by :)

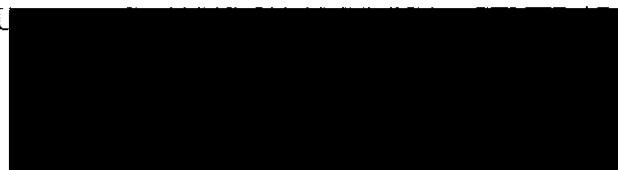


(Signature)

EXECUTIVE ASSISTANT

(Official Title)

U _____ SERVICES ADMINISTRATION



(Signature)

Contracting Officer

(Official Title)