



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 006	DATE JUN 25 2010
ADDRESS OF PREMISES 1501 Freeway Boulevard Brooklyn Center, Minnesota		TO LEASE NO. GS-05B-17908
<p>THIS AGREEMENT, made and entered into this date by and between PH MINNEAPOLIS, LLC whose address is 100 North City Parkway Suite 1700 Las Vegas, Nevada 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.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>June 24, 2010</u>, as follows:</p> <p><i>Supplemental Lease Agreement No. 5 is issued to modify several paragraphs of the Lease Agreement.</i></p> <p>"2." TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 7, 2012 through February 6, 2032 (occupancy date revised June 2010).</p> <p>"17." The effective date of February 7, 2012, stated in Paragraph 2 of this Lease, is the estimated Lease commencement date. If the actual date of substantial completion of the space is different from this date, then the actual effective date of the Lease will be established by Supplemental Lease Agreement. The Lease term will be twenty years firm, computed from the actual effective date. The anniversary date for operating cost escalations under Paragraph 4.6 of the Lease will coincide with the actual effective date of the Lease. All building systems, including the security systems, must be tested, approved and operational thirty (30) days prior to deliver of the Leased Premises as ready for occupancy by the Government. This testing and certification of the systems shall be performed by an independent contractor hired by the Lessor and approved by the Contracting Officer.</p> <p><i>The Lessor, by executing this SLA, represents and certifies to the Government that it has sought and received the Lender's prior approval and consent to this document, as may be required by the agreements by and between the Lessor and its Lender. Lessor acknowledges to GSA that it is Lessor's sole responsibility to assure compliance with any and requirements for the Lender's prior review of, consent to, and approval of this SLA. All other terms and conditions of the lease shall remain in force and effect.</i></p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		Page 1 of 2
LESSOR PH M BY _____ IN PRESE _____ (Signature)	_____ (Title)	100 N. CITY PARKWAY #1700 LAS VEGAS NV 89106 (Address)
UNITED STATES OF AMERICA BY _____ (Signature)	25.2010 Contracting Officer (Official Title)	

"4.15B." AFTER AWARD:

1. From the date of this Supplemental Lease Agreement, PH MINNEAPOLIS, LLC shall provide to the contracting Officer evidence of the following:
 - a. No later than June 28, 2010, evidence of the purchase of the site by the successful Offeror (based upon the executed development agreement);
 - b. No later than April 30, 2010, a firm commitment of funds in an amount sufficient to perform the work (**provided April 1, 2010**);
 - c. No later than June 28, 2010, an award of a construction contract with a firm completion date as reflected on the construction schedule (based upon the executed development agreement);
 - d. Within 30 days of completion and Government's approval of the 95% construction drawings, issuance of a building permit covering construction of the improvements.

END OF SLA NUMBER 006

LESSOR: 
(INITIALS) _____ (DATE)
GOV'T:  06.25.2010
(INITIALS) _____ (DATE)