

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 003

DATE
MAR 21 2011

TO LEASE NO.
GS-05B-17909

ADDRESS OF PREMISES Building Name TBD, 8020 Montgomery Road, Township of Sycamore, Cincinnati, OH

THIS AGREEMENT, made and entered into this date by and between **PH CINCINNATI, LLC**
whose address is 100 North City Parkway
Suite 1700
Las Vegas, Nevada 89106-4614

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 January 6, 2010, as follows:

Supplemental Lease Agreement (SLA) No. 3 is issued modify paragraphs 2 and 16.

"2." TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 28, 2011 through December 27, 2031.

"16." OCCUPANCY DATE: The effective date of December 28, 2011, 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 delivery 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.

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 the Government that it is Lessor's sole responsibility to assure compliance with any and all 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.

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

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LESSOR PH CINCINNATI, LLC

BY

IN P

UNITED STATES OF AMERICA

ADMINISTRATION

BY

VAL

ll

Contracting Officer

(Official Title)

MEMBER

(Title)

100 N. CITY PARKWAY, #1700
LAS VEGAS, NV 89106

(Address)