

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO. 004</b>	DATE <b>FEB 9 2012</b>
	TO LEASE NO. <b>GS-05B-17909</b>	

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 September 2, 2011, as follows:

*Supplemental Lease Agreement (SLA) No. 4 is issued to document the mutual agreement of the Lessor's responsibilities of work associated with the resolution of the best and final offer comparison to the construction documents.*

I. Resolution of BAFO Comparison to Construction Documents:

The parties to the Lease have reached a mutual resolution regarding the GSA analysis summarized in a Memorandum dated 11/16/10, entitled CPOB Developer Offer versus 100% Documents compiled by Jacobs that compared the Best and Final Offer ("BAFO") versus the 95% construction documents (the "Memorandum"). Individual "Item" references cited below are from and to the Memorandum.

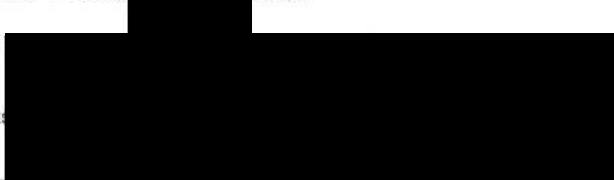
The parties to the Lease agree that this SLA replaces and supersedes all prior correspondence addressing the Memorandum or this issue, including specifically but not limited to the letter from the Lessor dated June 24, 2011, and the documents analysis from GSA dated June 4, 2011.

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.

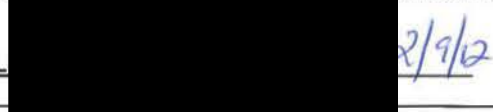
Page 1 of 2

LESSOR PH CINCINNATI LLC

BY 

*MEMORIAL*  
100 N. CITY PARKWAY  
#1700 LAS VEGAS NV 89106  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY VAL  2/9/12

Contracting Officer  
(Official Title)

II. The following items are or shall be included in the project at no additional cost to Government:

- (A) Terrazzo in the lobby in accordance with the BAFO. The elevator cab flooring shall be terrazzo to match the lobby areas (identified in the Memorandum as Item Nos. 1.04 and 3.07); and
- (B) There is a center ceiling section that is higher than 9' in conference room O435.

III. The Lessor shall add the following items to the project at no additional cost to the Government:

- (A) Memorial Garden Inclusive of Design and Construction – As currently outlined in a preliminary design intending to include additional site lighting, benches and applying the fallen agents names to the feature stone of the water features;
- (B) Mailboxes – As currently defined by HGA in Revision No. 11;
- (C) Wood Paneling in Selected Conference Rooms and Offices of the Executive Area defined in Detail 3, Finish Plan Alternate on Sheet I204 (identified in the Memorandum as Item Nos. 1.06 and 1.12);
- (D) Wall Covering in the Employee Lounge (Room O145) (identified in the Memorandum as Item No. 1.07);
- (E) Wall Covering in Selected Conference Rooms and Private Offices - Specifically, wall covering as defined in Detail 3, Finish Plan Alternate on Sheet I204 (identified in the Memorandum as Item No. 1.05); and
- (F) Wall Covering in Open Office Areas – Specifically wall covering in Training Rooms O150 and O151 (identified in the Memorandum as Item No. 1.08).

IV. Lessor shall not include any of the other items referenced in the Memorandum and has no obligation to provide a credit for any items referenced in the Memorandum but not listed above. The Government does not waive the Lessor's responsibility to provide items per the POR at no cost to the Government. The Government does not waive any right to identify items in the future that it considers to be the Lessor's responsibility, but the Government acknowledges that this SLA completely resolves all upgrades and items raised in the Memorandum and the BAFO.

All other terms and conditions remain in full force and effect.

**END OF SLA NUMBER 004**

LESSOR: BR 1/9/12  
(INITIALS) (DATE)  
GOVT: VG 2/9/12  
(INITIALS) (DATE)