

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 007	DATE FEB 9 2012
	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 December 13, 2011, as follows:


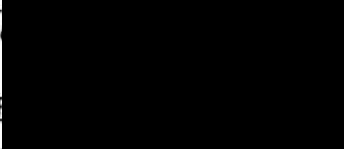
1. Paragraph 2 of the Standard Form-2 of the Lease is hereby deleted in its entirety and replaced by the following paragraph:

"2. The Lessor hereby leases to the Government to have and to hold the Leased Premises with their appurtenances for the term beginning on January 6, 2012 through January 5, 2032."
2. The Attachment to the SF-2 of the Lease is amended to include the following paragraph 43:

"43. The parties agree that the lease term commencement date and the rent commencement date shall be January 6, 2012 despite the fact that the leased premises are not yet substantially complete in accordance with the terms of the Lease. The Lessor shall substantially complete the Leased Premises no later than January 17, 2012, or within fourteen (14) calendar days after the date that the Government completes its low voltage work in the Leased Premises and such work is inspected and approved by the applicable local governing authority. In the event that the Lessor fails to meet this date established for substantial completion, the Government shall have the right to suspend rental payments and to exercise any and all rights afforded to it under the Lease."

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  IN PRESEN	<i>MEMBER</i> <u>100 N. CITY PARKWAY</u> <u>#1700 LAS VEGAS NV 89106</u> <small>(Address)</small>
UNITED STATES BY <u>VALE</u> 	ES ADMINISTRATION <u>2/9/12</u> Contracting Officer <small>(Official Title)</small>

3. In consideration of the foregoing, the parties hereby release, acquit and forever discharge each other from any and all liabilities, claims, actions, and causes of actions, demands, and damages relating to delays in the delivery of the Leased Premises as substantially complete from the date of lease award to the date of this Supplemental Lease Agreement, including but not limited to those set forth in the letter from Lessor to the Lease Contracting Officer dated December 5, 2011.

END OF SLA NUMBER 007

LESSOR: BR 1/4/11
(INITIALS) (DATE)

GOVT: VJG 2/9/12
(INITIALS) (DATE)