

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 17	DATE 2.11.13
	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 17 is hereby issued to reflect change orders requested by the Lessor.

Paragraph Number 48. is hereby added to the lease contract as follows:

Any future scope changes will be memorialized via a future change order and future Supplemental Lease Agreement (SLA).

48. As identified in Tenant Work Request (TWR) No. 138; The Government and the Lessor have agreed to the following number of overtime hours during construction with all government associate cost repaid via a credit to the government. This credit will be use for future government needs that will be paid by the Lessor.

296 hours have already been provided by the Government as of the date of this SLA; at a rate of \$44.14 per hour:
Credit to the Government for these hours provided is: \$13,065.44

670 future hours for Saturday work provided by the Government at a rate of \$44.14 per hour:
Credit to the Government for these hours provided is: \$29,573.80

180 future hours for Sunday work provided by the Government at a rate of \$44.14 per hour:
Credit to the Government for these hours provided is: \$7,945.20

TOTAL CREDIT TO THE GOVERNMENT IS: \$50,584.44 FOR 1,146 HOURS OF OVERTIME

It is agreed that the Lessor will provide at least 7 days notice to cancel any overtime request.
Hours of overtime for weekdays: 6:00 am to 5:00 pm (gates close at 5:00 pm)
Hours of overtime for Saturday and Sunday: 6:00 am to 3:00 pm (gates close at 3:00 pm)

All overtime hours will be documented on a spreadsheet provided by the Lessor. Weekly sign-off BY THE GOVERNMENT reflecting agreement and reconciliation for all overtime hours provided by the government.

All other terms and conditions remain the same

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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.

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

I [Redacted]

Vice President
(Official Title)

IN T [Redacted]
B [Redacted]
(Signature)

Assistant Controller
(Official Title)

[Redacted]

ADMINISTRATION

Contracting Officer

(Signature)

2.11.13

(Official Title)