

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 22	DATE 3.18.13
	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 22 is hereby issued to reflect a change in the Rental Rate specifically an increase in the operating cost to reflect in additional cost to incorporate the RCFL into the program and scope changes to the parking structure as identified in the Tenant Work Request (TWR) Log Item # 91 and 124.

Paragraph Number 3 is hereby deleted and replaced with the following to the lease contract as follows:

53. The Government shall pay the Lessor annual rent of \$11,334,086.28 at the rate of \$944,507.18 per month in arrears. The cost for parking is included in the annual rental rate. Rent will not be paid for delivery of any space in excess of 248,882 rentable square feet. Rent for a lesser period shall be prorated and breaks down as follows:

Rent Breakdown (Years 1-20)	Per RSF	Per ANSI/BOMA SF	Annual Rent	Monthly Rent
Shell	\$30.76	\$32.24	\$7,655,610.32	\$637,967.52
Operating Cost	\$10.40	\$10.92	\$2,588,372.80	\$215,697.73
Amortization of TI	\$3.46	\$3.64	\$861,131.72	\$71,760.98
Amortization of Building-Specific Security	\$0.92	\$0.96	\$228,971.44	\$19,080.95
Full Service Rent	\$45.54	\$47.76	\$11,334,086.28	\$944,507.18

Paragraph Number 20 is hereby deleted and replaced with the following to the lease contract as follows:

54. **OPERATING COST:** Pursuant to Paragraph 4.6, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$10.40 per rentable square foot per annum.

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.

All other terms and conditions remain the same.

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

LESSOR

BY

[Redacted Signature]

VICE PRESIDENT
(Official Title)

IN THE

BY

[Redacted Signature]

GEN. SVPT
(Official Title)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[Redacted Signature]

Contracting Officer

(Signature)

(Official Title)

3.18.13