

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 23

DATE

4-29-13

TO LEASE NO.
GS-09B-02541

ADDRESS OF PREMISES ■ 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 23 is hereby issued to reflect the future removal of the Pre-Cast Panel Attachment Plates including but not limited to those shown on, (EXHIBIT 1) and the relocation of the Condensate Line in Room Number 255 (Vending Area) at no cost to the Government currently, or for any future request on this subject for the life of the Lease.

Paragraph Number 54 is hereby added to the following lease contract:

54. In the event there are future conflict conditions regarding the remainder of the Pre-Cast Panel Attachment Plates left in place, the Lessor will remove these Pre-Cast Attachment Plates at no cost to the government and restore finishes in that area consistent with the surrounding finishes. A 30 day notice to the Lessor is required to make this correction/alteration to the space.

The condensate line in the Vending Machine Area; Room #255, will be relocated in the future to avoid any conflict with the machines and will be relocated at no cost to the government in the event of future layout changes in this room. A 30 day notice to the Lessor is required to make this alteration/correction to the room.

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, WELBY OR, LLC

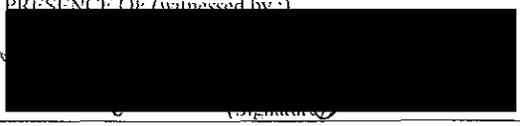
BY



Vice President
(Official Title)

IN THE PRESENCE OF (witnessed by:)

BY



Contracting Officer
(Official Title)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION



Contracting Officer

(Signature)

4-29-13

(Official Title)