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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT <u>NO. 8</u> | DATE 4.26-12 |
| 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 8 is hereby issued to reflect change orders requested by the Government, Resolution of Debits and Credits based on 95% drawings dated 2/13/12.

Paragraph Number 39. is hereby added to the lease contract as follows:

39. The Lessor shall provide all labor, materials, to furnish and install all changes identified in Tenant Work Request (TWR) **#7, 42, 43, 44.1, 44.2, 50, 51, 54, 64, 66, 74, 75, 76, 79, and 82, as identified on the Tenant Work Request (TWR) Log.**

Attachment A – SLA Scope Matrix with Cost breakdown DATED 4/26/12

Total cost of above TWR's = \$652,090.00
Debit and Credit for Ratio Based Quantities = (\$661,841.00)
Total remaining credit for debit and credit ratio based quantities to the Government is = \$9,751.00

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

The additional property tax assessment caused by the expansion of the parking garage (TWR 44.1) will be submitted on a future TWR and paid annually by the Government.

Future 25% expansion for structured parking will be 93 spaces.

As identified in TWR #64, the fence line along the northeast boundary (conservation easement) will be relocated and the government will receive site parking as shown on TWR 44.2. There will be no further credits issued for the reduction of fencing.

Changes to the courtyard landscaping to facilitate assembly and customize the Government provided kiosk to match the lobby will be provided by the Lessor at no cost to the Government. Design of these items will be coordinated with the Government.

All other terms and conditions remain the same

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.

LESSOR: PH ERISD LLC

[Redacted Signature]

VICE PRESIDENT
(Official Title)

IN

BY

[Redacted Signature]

Project Manager
(Official Title)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[Redacted Signature]

Contracting Officer

(Signature)

(Official Title)

4.26.12