

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 010

DATE

JAN 12 2012

TO LEASE NO.
GS-05B-17908

ADDRESS OF PREMISES 1501 Freeway Boulevard
Brooklyn Center, Minnesota

THIS AGREEMENT, made and entered into this date by and between
PH MINNEAPOLIS, LLC
whose address is 100 North City Parkway
Suite 1700
Las Vegas, Nevada 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 July 21, 2011, as follows:

Supplemental Lease Agreement (SLA) No. 010 is issued to document a credit to the Government for unused construction costs so that the Government may redistribute said construction costs for future change orders.

1. It is agreed that unused construction costs are to be redistributed for future change orders as determined by the Government. This Supplemental Lease Agreement (SLA) documents the construction cost credit for \$415,535.00 to the Government based on reconciliation of the 95% complete Construction Drawings and SD1. The credit is arrived by the following factors:

A -- Ratio Based and TI Quantity Reconciliation – Scope included in the 95% Construction Drawings and Supplemental Instruction No.1

ITEM TOTAL [REDACTED]

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.

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LESSOR PH MINNEAPOLIS, LLC

MEMBER

100 N. City PARKWAY
#1700 LAS VEGAS NV 89106
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Latrice D La [REDACTED]

1/12/12

Contracting Officer

(Official Title)

B -- Sitework Change Orders – Acceptance of change orders for sitework adjustments included during DID:

- James Circle Sitework [REDACTED]
- Additional Monument Sign [REDACTED]
- Additional Wedge Barriers [REDACTED]

ITEM TOTAL \$231,997.00

C -- Design for Fire and Life Safety Studies

- Design for Commercial Parking Deck Study -- No Charge
- Full NFPA 101 Research & Design -- No Charge
- Added Fire Extinguishers per added NFPA 101 elements -- No Charge

ITEM TOTAL \$0.00 (No Charge)

D -- Additional Design Administration for Change Orders – There is no charge to provide design services for the duration of the project for scope changes with a hard cost of under \$25,000.

ITEM TOTAL \$0.00

- PH Minneapolis will not pursue reimbursement for the additional wedge barrier operating cost for the added two wedge barriers on the project. Projected amount was [REDACTED].
- PH Minneapolis will not pursue reimbursement for the additional design costs involved in studying the NFPA 101 fire and safety elements for the [REDACTED] or the resulting fire extinguishers that will be included as additional scope for the project.
- PH Minneapolis will not pursue reimbursement for the additional design costs involved in studying the commercial parking deck to house specialty vehicles. This scope was not a requirement of the Lease.
- It is agreed that Developer Change Request 092 to provide and install Winsted console and innerduct will charge against the construction cost credit. The firm fixed price of this item is [REDACTED]. Therefore, the construction cost credit is \$357,328.06.

LESSOR: Be 12/21/11
(INITIALS) (DATE)
GOVT: [Signature] 1/12/12
(INITIALS) (DATE)

6. It is agreed that Developer Change Request 095 to provide and install an annex lift will charge against the construction cost credit. The firm fixed price of this item is [REDACTED]. Therefore, the construction cost credit is \$340,736.86.

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 GSA that it is Lessor's sole responsibility to assure compliance with any and requirements for the Lender's prior review of, consent to, and approval of this SLA.

END OF SLA NUMBER 010
GS-05B-17908

LESSOR:	<u>Be</u>	<u>12/21/11</u>
	(INITIALS)	(DATE)
GOV'T:	<u>YDA</u>	<u>1-12-12</u>
	(INITIALS)	(DATE)