GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 14

9.22·12

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 14 is hereby issued to reflect change orders requested by the Government.

<u>Paragraph Number 45.</u> is hereby added to the lease contract as follows:

45. The Lessor shall provide all labor, materials, to furnish, install and maintain all changes identified under Tenant Work Request (TWR) #72, 94, 97, 102, 103, 105 and 111 as identified in the Tenant Work Request (TWR) Log. Attachment A – Tenant Work Request Log dated 9/19/12. Any future scope changes will be memorialized via a future change order and future Supplemental Lease Agreement (SLA).

TWR #72 - Add Credenza in Executive Conference Room: (deduction from Lessor Allowance)

TWR #94 - Credit to Government for Sound Attenuation Changes at Particular Door Openings (addition to Lessor Allowance)

TWR #97 - Credit to Government for Annex Exterior Hose Bibb (addition to Lessor Allowance)

TWR#102 - Additions from Government Comment Log Recapture (deduction from Lessor Allowance)

TWR#103 - Additions/Relocation of Executive Are Floor Boxes (deduction from Lessor Allowance)

TWR#105 - Additional Data Boxes in Building Locations (deduction from Lessor Allowance)

TWR#111 - Additional Millwork in VSF (deduction from Lessor Allowance)

Total deduction from Lessor Allowance form SLA #14:

Total Remaining Balance of Lessor Allowance as of SLA #14: \$200,740.00

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.

