## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 026

DATE

JAN 1 2 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 December 20, 2011 , as follows:

Supplemental Lease Agreement No. 26 is issued to modify several paragraphs of the Lease Agreement.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 6, 2012 through January 5, 2032 (occupancy date revised June 2010).
- "17." The effective date of January 6, 2012, stated in Paragraph 2 of this Lease, is the estimated Lease commencement date. If the actual date of substantial completion of the space is different from this date, then the actual effective date of the Lease will be established by Supplemental Lease Agreement. The Lease term will be twenty years firm, computed from the actual effective date. The anniversary date for operating cost escalations under Paragraph 4.6 of the Lease will coincide with the actual effective date of the Lease. All building systems, including the security systems, must be tested, approved and operational thirty (30) days prior to deliver of the Leased Premises as ready for occupancy by the Government. This testing and certification of the systems shall be performed by an independent contractor hired by the Lessor and approved by the Contracting Officer.

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. All other terms and conditions of the lease shall remain in force and effect. **END OF SLA NUMBER 006** 

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

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LESSOR PH MINNEAPOLIS, LLC

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)