

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 033

DATE

TO LEASE NO.  
GS-05B-17908

ADDRESS OF PREMISES 1501 Freeway Boulevard  
Brooklyn Center, Minnesota 55430-1705

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 89106-4614

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 February 3, 2012, as follows:

*The General Services Administration issues Supplemental Lease Agreement (SLA) No. 33 to delete and replace SLA 30 which the Government issued to summarize the lump sum payment due the Lessor from the approved change orders performed under the lease contract.*

Paragraph 49 of the SF-2 is hereby deleted and replaced with the following:

"49." The Government shall reimburse the Lessor in total a lump sum payment in the amount of \$735,604.17, upon receipt of an original invoice after completion, inspection and acceptance of the work represented in SLAs under this Lease Numbered 7A, 9, 11 through 25, 27, 28 and 32 by the Government. The following table summarizes the total lump sum payment:

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR PH MINNEAPOLIS, LLC

BY \_\_\_\_\_  
(Signature)

IN PRESENCE \_\_\_\_\_  
(Signature)

*MENZER*

(Title)

*100 N. City Parkway, # 1700, Las Vegas, NV 89106*  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Latrice D Lacy  
(Signature)

Contracting Officer  
(Official Title)

| SLA Number              | Total Dollar Amount  |
|-------------------------|----------------------|
| 7A                      | \$ 53,235.64         |
| 9                       | \$ 262,090.17        |
| 10                      | \$ (340,736.86)      |
| 11                      | \$ 85,579.71         |
| 12                      | \$ 6,810.74          |
| 13                      | \$ 157,756.94        |
| 14                      | \$ 118,046.50        |
| 15                      | \$ 57,009.40         |
| 16                      | \$ 16,207.05         |
| 17                      | \$ 1,796.86          |
| 18                      | \$ 21,707.85         |
| 19                      | \$ 104,329.63        |
| 20                      | \$ 18,704.44         |
| 21                      | \$ 27,212.50         |
| 22                      | \$ (2,658.70)        |
| 23                      | \$ 10,680.87         |
| 24                      | \$ 35,000.00         |
| 25                      | \$ 24,325.99         |
| 27                      | \$ 5,989.03          |
| 28                      | \$ 63,647.39         |
| 32                      | \$ 8,869.02          |
| <b>Total Due Lessor</b> | <b>\$ 735,604.17</b> |

The original invoice must be submitted directly to: General Services Administration, FTS and PBS Payment Division (7BCP), P.O. Box 17181, Fort Worth, TX 76102 or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). The invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and the Pegasus Document Number: **PS0019543**.

*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 033  
 GS-05B-17908

LESSOR: BE 2/6/12  
 (INITIALS) (DATE)

GOV'T: \_\_\_\_\_  
 (INITIALS) (DATE)