GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 011

JUL 1 0 2012

DATE

TO LEASE NO. GS-05B-17909

ADDRESS OF PREMISES Building Name TBD

2012 Ronald Reagan Drive Cincinnati, OH 45236-2373

THIS AGREEMENT, made and entered into this date by and between PH CINCINNATI, 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 <u>June 12, 2012</u>, as follows:

Supplemental Lease Agreement (SLA) Number 011 is issued to correct the HVAC overtime provisions and to document final cost agreement for several open change orders.

- Paragraph 21 of the Attachment to Standard Form-2 of the Lease is hereby deleted in its entirety and replaced by the following paragraph 21:
 - "21. It is mutually agreed there will be a charge of \$2.50 per hour per 1,000 ABOA SF for HVAC beyond normal working hours of 7:00 AM to 6:00 PM, except Saturdays, Sundays, and Federal holidays, except where 24 hour HVAC is to be provided. Annual 2.5% escalations apply to this HVAC Overtime Rate starting in Year 2 of the Lease and continue for the term of the Lease."
- This SLA documents the firm fixed price agreement of several change order proposals where the Government issued a Notice to Proceed (NTP) in separate correspondences or, where no notice was issued, documents the final firm fixed price. The firm fixed price agreement includes, but not limited to, the necessary labor,materials, equipment, subcontracts, supervision, design fees and administration costs.

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 the Government that it is Lessor's sole responsibility to assure compliance with any and all 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.

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

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IN PR	100 N. CITY (Tille) PKWY. # 1700 CAS VEGAS NV 89106
UNITED STA	ISTRATION
BY <u>V/</u>	Contracting Officer (Official Title)

3. The parties agree the total amount of the following change order proposals will be funded from the consruction cost credit that is available to the Government. Per SLA No. 008 that credit is \$263,843.16. With the off set of \$143,344.66, described below, the revised construction cost credit available to the Government is \$120,498.50.

The Government has accepted the following change order proposals amounts. The change order proposals are hereby incorporated by reference.

Change Order Proposal (COP) Number	Scope of Work Description	Amount
005 Revised	Deletion of raised access flooring	
007	Deletion of perimeter conduit	
008	Additional clearing and grading at east side of site	
009 Revision 2	New specifications for traffic lights at vehicle barriers	
015	Branch power revisions for furniture	
016 Revised	Early action for furniture coordination	
018	Proposed change to CRF flooring product	
019	Proposed change to RSF sheet flooring product	
021 Revision 1	Furniture coordination, power, telecommunications, and data	
027 Revision 2	Miscellaneous architectural and electrical items	
030	Raceway for glass break sensors	
032	Added fan coil unit	
033	Modification of HVAC unit in conference room O435	
034	Exterior service revisions – data only	3
039	Replace ACT-4 with ACT-1 (non-foil backed)	
046	Delete door power supplies and power	
047	Change to sliding window	
054	Added touch button and barrier arm at hydraulic barriers	

GOV'T: (INITIALS) (DATE)

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(INITIALS) (DATE)

Continued Change Order Proposal (COP) Number	Scope of Work Description	Amount
057	RFT at high density shelving unit	
058	Add and relocate radio outlets	
059	Add traffic loops and IR readers	
060	Change to wood paneling in executive area from maple to walnut	
061	Extend fence and add turnstile topper	
062	Miscellaneous electrical and deletion of lube	
063	Miscellaneous architectural and electical items (blinds, casework, and electrical)	
064	Miscellaneous items in support of tenant security equipment (roof camera, VSF power, and VSF gate)	
065	Add secure drop box in room 0234	
066	Installation of ACT (ceiling tile) over and around furniture. Additional cleaning	
067 Revised	Compensation for damage by others	
068	Relocation of martyr board outlets	
	TOTAL	\$143,344.66

4. The Government shall reimburse the Lessor in a separate lumpsum payment for the following change order proposals in the amount of upon receipt of an original invoice after completion, inspection, and acceptance by the Government of the work. 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. The invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and the Pegasus Document Number: PS0014521.

The Government has accepted the following change order proposal. The change order proposal is hereby incorporated by reference

Change Order Proposal (COP) Number	Scope of Work Description	Amount
023 Revision 1	Provide Delta hydraulic barriers	
Transfer Laboration	TOTAL	

END OF SLA NUMBER 011

DATE)

(INITIALS)

(INITIALS)

(DATE)

JUL 1 0 2012

(DATE)