

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 002

DATE  
JUL 27 2010

TO LEASE NO.  
GS-05B-17909

ADDRESS OF PREMISES Building Name TBD, 8020 Montgomery Road, Township of Sycamore, Cincinnati, OH

**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 June 8, 2010, as follows:  
*Supplemental Lease Agreement (SLA) No. 2 is issued modify paragraphs 4.15B, 38, and change the effective date of SLA No. 1 from June 4, 2010 to June 8, 2010.*

"4.15B." SFO Section 4.15B AFTER AWARD (page 37) is amended as follows:

1. From the date of this SLA, PH CINCINNATI, LLC shall provide to the Contracting Officer evidence of the following:
  - a. No later than June 22, 2010, evidence of the purchase of the site;
  - b. No later than June 22, 2010, a firm commitment of funds in an amount sufficient to perform the work;
  - c. No later than June 22, 2010, an award of a construction contract with a firm completion date as reflected on the construction schedule;
  - d. Within 30 days of completion and Government's approval of the 95% construction drawings, issuance of a building permit covering construction of the improvements.

"38." PH CINCINNATI, LLC, as Successor-Lessor, hereby assumes, approves, and adopts Lease Number GS-05B-17909, effective June 8, 2010, and agrees to be bound by, and undertakes to perform each and every term, covenant, and condition contained in the Lease. The Successor-Lessor further assumes all obligations and liabilities of all claims and demands against the prior Lessor under the Lease in all respects as if the Successor-Lessor were the original party to the Lease.

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.

Page 1 of 1

LESSOR PH CINC

BY

IN PRES

*President*  
100 N. CITY PARKWAY  
SUITE 1700, LAS VEGAS, NV 89106  
(Address)

UNITED STATES OF AMERICA

BY

VALERIE L. GRAN

ATION

27/10

Contracting Officer

(Official Title)