## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 009

**FEB** 

9 2012

TO LEASE NO. GS-05B-17909

ADDRESS OF PREMISES Building Name TBD, 8020 Montgomery Road, Townsip 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 February 3, 2012, as follows:

- 1. Paragraph 2 of the Standard Form-2 of the Lease is hereby deleted in its entirety and replaced by the following paragraph:
  - "2. The Lessor hereby leases to the Government to have and to hold the Leased Premises with their appurtenances for the term beginning on February 3, 2012 through February 2, 2032."
- 2. Paragraph 43 of Supplemental Lease Agreement Number 007 is hereby deleted in its entirety and replaced by the following paragraph 43:
  - "43. The parties agree that the lease term commencement date and the rent commencement date shall be February 3, 2012."

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 2 LESSOR PH CINCINNATI. LLC 100 N. COTT PARKMAJ # 1700 W NV 89108 BY IN PRESENCE SERVICES ADMINISTRATION UNITED . 2/9/2012 **BYVALE** Contracting Officer

- In consideration of the foregoing, the parties hereby release, acquit and forever discharge
  each other from any and all liabilities, claims, actions, and causes of actions, demands,
  and damages relating to delays in the delivery of the Leased Premises as substantially
  complete.
- 4. In consideration, the parties agree the Lessor may invoice lump sums due under Lease on February 3, 2012, and the Government shall pay same as required by the Prompt Payment Act made a part of the Lease, so long as properly invoiced, inspected, and accepted by the Government.

**END OF SLA NUMBER 009** 

LESSOR: (INITIALS) (DATE)

GOVT: 2/8/12

(DATE)

2/8/12