GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 2/1/2012
	TO LEASE NO GS-09B-02632	

ADDRESS OF PREMISES: 2800 N. Central Avenue, Phoenix, AZ 85004-1007

THIS AGREEMENT made and entered into this date by and between **Gaedeke Holdings, Ltd.**

whose address is: 3710 Rawlins Street, Suite ~~1000~~ 1100
Dallas, TX 75219-4217

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 considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows: **To modify the square footage of the premises, Adjust the rental rate, tax adjustment percentage change, commission and commission credit adjustment, and Architectural and Engineering Fee change.**

Paragraph 1, 10, 12, 25, and 26 are hereby deleted and replaced with the following.

"**1.** The Lessor hereby leases to the Government the following described premises:
29,818 rentable square feet (r.s.f.), yielding approximately 26,998 ANSI/BOMA Office Area square feet and related space located on the Third and Fourth Floors (Suite numbers to be determined) at 2800 North Central Avenue, Phoenix, AZ 85004-1007, together with four (4) onsite secured, structured and reserved parking spaces as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

10. The Government shall pay the Lessor annual rent as follows:

Months	Shell Rent ($/year)	Annual Base Year Service Cost Rent ($/year)	Annual Amortized T.I. Rent ($/year)	Total Monthly Rent	Total Annual Rent
01 – 12	$ 0.00	$189,185.57	$120,624.85	$25,817.54	$309,810.42
13 – 24	$222,144.06	$189,185.57	$120,624.85	$44,329.54	$531,954.48
25 – 60	$451,198.86	$189,185.57	$120,624.85	$63,417.44	$761,009.28
61 – 120	$493,838.58	$189,185.57	$120,624.85	$66,970.75	$803,649.00
121– 180	$772,444.87	$189,185.57	$ 0.00	$80,135.87	$961,630.44

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the four (4) parking spaces referenced in Paragraph 1 of this SLA-2 are included in the Shell Rent. The rent for months 1-24 reflects the Lessor's abatment of shell rent during the first year and partial abatement of shell rent during the second year of the lease term.

Rent checks shall be payable to:
Gaedeke Holdings, Ltd.
c/o Gaedeke Group
3710 Rawlins Street, Suite 1100
Dallas TX 75219-4217

12. TAX ADJUSTMENT: Pursuant to Paragraph 4.2 of SFO Number 8AZ2147, "Tax Adjustment," for purposes of tax escalation, the Government occupies 29,818/364,533 rentable square feet (**8.180 %**).

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25. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this Lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent. Since the first twelve (12) months of shell rent are fully abated, this credit begins with the thirteenth (13th) month as follows:

Thirteenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Thirteenth Month's Rent; Fourteenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourteenth Month's Rent; Fifteenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fifteenth Month's Rent; Sixteenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Sixteenth Month's Rent; Seventeenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Seventeenth Month's Rent; Eighteenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Eighteenth Month's Rent; Nineteenth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Nineteenth Month's Rent; Twentieth Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Twentieth Month's Rent; Twenty-first Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Twenty-first Month's Rent; Twenty-second Month's Rental Payment $44,329.54 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Twenty-second Month's Rent.

26. TENANT IMPROVEMENT FEE SCHEDULE:

In accordance with SFO Paragraph 3.2B, the following project development fees will be allowed in amounts not to exceed as specified below for Tenant Improvements and change orders during the initial construction:

General Conditions: [redacted]

General Contractor's fee: [redacted]

Architectural/Engineering fees: 144,019.54 for all A/E work prior to the Notice To Proceed. This amount is inclusive of the [redacted]/RSF fee negotiated with Lessor to generate proper DID's as referenced in Paragraph 29 of Supplement Lease Agreement Number 1 and [redacted] per ABOA square feet as referenced in the original Paragraph 26 of the SF-2;

Lessor's Project Management fee: [redacted]

The fee schedule for Government approved change orders shall be [redacted] for the General Contractor's fee and [redacted] for the Lessor's Project Management fee. If there are architectural services associated with the change orders, the architectural costs shall be included in the change order as part of the total cost of the change order.

All other terms and conditions remain in full effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Gaedeke Holdings, Ltd.

BY _____ (Signature) Sabine Gaedeke Stener, President (Print Name and Official title)

IN PRESENCE OF: _____ (Signature) _____ (Print Name and Official title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY _____ (Signature) Contracting Officer (Official title)