GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 08 TO LEASE NO. GS-09B-02632
ADDRESS OF PREMISES 2800 NORTH CENTRAL AVENUE PHOENIX, AZ 85004-1007	PDN Number: N/A

THIS AMENDMENT is made and entered into between

GAEDEKE HOLDINGS, LTD

whose address is: 3710 RAWLINS STREET
SUITE 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 to change the janitorial services to daytime, increase the services provided by the janitors, increase the rate of the Operating Rent to reflect the changes and re-state the rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 1, 2013 as follows:

A. USE OF THE GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED; ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT."

This Lease Amendment contains two (2) pages.

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 below date.

FOR THE LESSOR:

Signature:
Name: Sabine Gaedeke Stoner
Title: President
Entity Name: Gaedeke Holdings Ltd.
Date:

FOR THE GOVERNMENT:

Signature:
Name: Jeremy Walker
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: AUG 0 1 2013

WITNESSED FOR THE LESSOR BY:

Signature:
Name: DAN J. YATES
Title: Regional Manager
Date:

Paragraphs 10 and 13 of Lease GS-09B-02632, and Paragraph 4.9.A. of SFO Number 8AZ2147 "Janitorial Services" are hereby deleted in their entirety and replaced with the following:

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

Period	Shell Rent ($/year)	Annual Base Year Service Cost Rent ($/year)	Annual Amortized T.I. Rent ($/year)	Total Monthly Rent	Total Annual Rent
5/23/12 – 5/22/13	$ 0.00	$189,185.57	$120,624.85	$25,817.54	$309,810.42
5/23/13 – 7/31/13	$222,144.06	$189,185.57	$120,624.85	$44,329.54	$531,954.48
8/1/13 – 5/22/14	$222,144.06	$255,230.00	$120,624.85	$49,833.24	$597,998.91
5/23/14 – 5/22/17	$451,198.66	$255,230.00	$120,624.85	$68,921.13	$827,053.51
5/23/17 – 5/22/22	$493,838.58	$255,230.00	$120,624.85	$72,474.45	$869,693.43
5/23/22 – 5/22/27	$772,444.87	$255,230.00	$ 0.00	$85,639.57	$1,027,674.87

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 SLA 2 are included in the Shell Rent. The rent for months 1-24 reflects the Lessor's abatement 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 made payable to:
Gaedeke Holdings Ltd.
c/o Gaedeke Group
3710 Rawlins Street, Suite 1100
Dallas, TX 75219-4217"

"13. **OPERATING COST:** Pursuant to Paragraph 4.3 of SFO Number 8AZ2147, "Operating Costs", the base rate for purposes of operating cost escalation is established at $6.344677 per rentable square foot per annum from 5/23/12 through 7/31/13. The base rate is re-established at $8.559595 per rentable square foot per annum from 8/1/13 through 5/22/27. The anniversary date for operating cost escalations shall remain the same."

SFO Number 8AZ2147, Paragraph 4.9. A. Janitorial Services

"A. Cleaning shall be performed during tenant working hours. Please refer to Exhibit "**B**", pages 1-2, for an explanation of additional cleaning duties in addition to those found in SFO Number 8AZ2147, Paragraph 4.9 Janitorial Services subparagraphs B - D."

INITIALS: _____ & _____
LESSOR GOV'T