GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 6/30/2011
	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
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 post award schedule and modify the Lessor's responsibilities for producing final Design Intent Drawings.**

Paragraph 29 is hereby added.

"29. Paragraph 5.15 of SFO Number 8AZ2147 is deleted in its entirety and replaced with the following:

"5.15 SCHEDULE FOR COMPLETION OF SPACE (APR 2011)

A. Lessor Provided Design Intent Drawings ("DIDs"): The Lessor must submit to GSA, at a cost not to exceed $1.00/RSF which shall be paid from the Tenant Improvement Allowance, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **thirty-five (35) working** days following receipt of a fully executed SLA#1 to Lease Number GS-09B-02632, provided that the Government timely supplies the such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the Tenant Agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. Lessor shall submit a budget proposal, based on the TI and associated work as shown on the DIDs, within **twenty (20) working** days of the Government's approval of DID's.

B. "Design Intent Drawings." For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased space which reflect all Lease and tenant agency interior build out requirements provided by the Government sufficient for the preparation of CDs, including:

1. Furniture, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Repositioned sprinklers, ceilings, and lighting, where impacted;
4. Specifications necessary for calculation of electrical and HVAC loads; and
5. All finish and signage selections.

C. Government review and approval of DIDs: The Government must notify the Lessor of DID approval not later than **ten (10) working** days following submission of DIDs conforming to the requirements of this Lease and the tenant agency's interior build-out requirements as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify Lessor of such non-conformances within the same period. Lessor shall perform final corrections to the DIDs within **ten (10) working** days.

D. The Lessor's preparation and submission of Construction Documents ("CDs"): The Lessor must complete CDs conforming to the approved DIDs not later than **fifteen (15) working** days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **five (5) working** days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this clause, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

Continued on Page 2.

E. Government review of CDs: The Government shall have **ten (10) working** days to review CDs before Lessor proceeds to prepare a TI Price Proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs. Lessor shall have **five (5) working** days to make final corrections to CDs based upon the Government's review and comments.

F. The Lessor's preparation and submission of the TI Price Proposal: The Lessor shall prepare and submit a complete TI Price Proposal as described in the "Tenant Improvements Pricing Requirements" paragraph in the Lease within **fifteen (15) working** days following the end of the Government CD review period. Any work shown on the construction documents that is building shell shall be clearly identified and prices as such.

G. Negotiation of TI Price Proposal and issuance of Notice to Proceed ("NTP"): The Government shall issue NTP within **thirty (30) working** days following the submission of the TI Price Proposal, provided that the TI Price Proposal conforms to the requirements of the clause titled Tenant Improvements Price Proposal and the parties negotiate a fair and reasonable price for TIs.

H. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **eighty (80) working** days following issuance of NTP. The lessor shall furnish a detailed construction schedule (such as Critical Path method) to the Government within five (5) working days of issuance of the Notice To proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:
Twenty (20) working days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have ten (10) working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

G. RENT COMMENCEMENT:
The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Section 1.9 of this SFO.

H. LEASE COMMENCEMENT:
The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date."

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

LESSOR: Gaedeke Holdings, Ltd. acting through its Agent, Gaedeke Group, LLC

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

IN PRESENCE OF: _____ (Signature) — Belinda Dabliz, Vice President of Leasing (Print Name and Official title)

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

BY _____ (Signature) — Contracting Officer (Official title)