GSA

GSA Public Buildings Service

Supplemental Lease Agreement
Number 5

Lease Number:	GS-09B-02632	**Date:**	6/1/2012

2800 N. Central Avenue, Phoenix, Arizona 85004-1007

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

whose address is: 3710 Rawlins Street, Suite 1100, Dallas, Texas 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 approve Tenant Improvement change orders numbers 1-21.

THEREFORE, these perties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 2, 2012, as follows:

Paragraphs 31 and 32 are hereby deleted and the following substituted therefore.

31. The total cost for Tenant Improvements in the amount of $1,542,992.50 exceeds the tenant improvement allowance of $1,206,248.50 (44.679180/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of $336,744.00. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.15F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $336,744.00 pursuant to Paragraph 32, herein. The Lessor hereby waives restoration as a result of all improvements.

The Tenant Improvement Overage:

TI Construction Cost	$1,542,992.50
Deduct Amortized TI	$1,206,248.50
TI Overage Total	$ 336,744.00

Continued on page 2

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, **Gaedeke Holdings, Ltd.**

By _____ (Signature)

Sabine Gaedeke Stener
President
(Title)

DEBORAH HUFF
MY COMMISSION EXPIRES
April 13, 2014

In Presence of

Deborah Huff
(Signature)

3710 RAWLINS ST, SUITE 1100, DALLAS, TX 75219
(Address)

United States Of America, General Services Administration, Public Buildings Service.

Jessica L. Cicobedo
(Signature)

CONTRACTING OFFICER
(Official Title)

Form 276

The following Change Orders are authorized by the Government:

Change Order No.	Description	Amount
1	Eliminate wall/door to room 340	[redacted]
2	Add circuit for vending in room 313	[redacted]
3	Add wall/door to OPS #343	[redacted]
4	Revise core RR floor tile	[redacted]
5	Shower Head Revisions	[redacted]
6	Relocated Showers	[redacted]
7	Plumbing Fixture Specification change	[redacted]
8	Fire Lite Glass revision	[redacted]
9	Solid Surface revisions	[redacted]
10	Millwork changes on shop drawings	[redacted]
11	Plumbing, Drywall & Electrical	[redacted]
12	Replace copper drain lines core restrooms	[redacted]
13	ADA Diverter valves for showers	[redacted]
14	Lighting add by tenant	[redacted]
15	Millwork changes ion baggage room per Andrew	[redacted]
16	Access control changes requested by tenant	[redacted]
17	Floor level required due to unforeseen conditions	[redacted]
18	Drywall and paint changes requested by MEPS	[redacted]
19	VCT/Flooring changes requested by MEPS	[redacted]
20	Add speakers to public address system	[redacted]
21	Design Additional Fees due to MEPS changes	[redacted]
	5% Owner Construction Management Fee on Change Orders	[redacted]
TOTAL		$40,898.50

Tenant Improvement Overage, at NTP	$	295,845.50
Tenant Improvement Change Orders	$	40,898.50
Lump Sum Payment	$	336,744.00

The lump sum payment is authorized under Reimbursement Work Authorization Number N03837853. No GSA Broker Commission or Commission Credit shall be due by the Lessor with respect to the above $336,744.00.

<<The remainder of this page is left blank intentionally>>

Initials: _____ & _____
Lessor Government

32. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, one original and one copy of the invoice for the lump Sum Payment. Lessor shall contact the GSA Contracting Officer for the "PS Number," which must be annotated on the invoice. The original invoice, in an amount not to exceed $336,744.00 shall be submitted via the GSA Finance website at www.finance.gsa.gov.

A copy of the invoice shall be simultaneously submitted to GSA at:

GSA, Real Estate Acquisition Division
Attn: Shirley Aguilera
401 West Washington Street
Suite 170
Phoenix, AZ 85003-2146

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

All other terms and conditions of the lease shall remain in force and effect.

<<The remainder of this page is left blank intentionally>>

Initials: _____ & _____
Lessor Government