GSA

GSA Public Buildings Service

Supplemental Lease Agreement
Number 3

Lease Number:	GS-09B-02632	**Date:**	2/1/2012

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 ~~1000~~ 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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs 30, 31, and 32 are hereby added:

"30. NOTICE TO PROCEED
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed $1,502,094.00, inclusive of all management and architectural fees."

"31. The total cost for Tenant Improvements in the amount of $1,502,094.00 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 $295,845.50. 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 $295,845.50 pursuant to Paragraph 32, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet 1

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

Lessor, **Gaedeke Holdings, Ltd.**

By _____ (Signature)

Sabine Gaedeke Stener
President
(Title)

In Presence of _____ (Signature)

3710 RAWLINS ST., STE 1100
DALLAS, TX 75219
(Address)

SERRA J. MARSHALL
Commission Expires
March 22, 2015

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

Jessica Escobedo (Signature)

CONTRACTING OFFICER
(Official Title)

Form 276

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-02632

"32. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed $295,845.50** shall be submitted electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Realty Specialist at:

GSA, Real Estate Division – Phoenix
Attention: 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.

Initials: _____ & _____
Lessor Government