

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17134
ADDRESS OF PREMISES Spring Creek Business Park V 1100 East Campbell Road Richardson, Texas 75081-6708	PDN Number: N/A

THIS AMENDMENT is made and entered into between Grackles Galore Inc.

whose address is: 3532 E. Kenwood St.
Mesa, AZ 85213-1770

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease and to a to provide Notice to Proceed for Tenant Improvements and provide Lump Sum payment instructions.

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 May 5, 2014, as follows:


The purpose of this Lease Amendment No. 2 is:

- 1) Description of the Tenant Improvements to be constructed; and
- 2) To provide a Notice to proceed; and
- 3) To provide for the payment of the Tenant Improvements; and
- 4) All other terms and conditions are in full force and effect.


This Lease Amendment contains 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: MARK FOSTER
Title: PRESIDENT
Entity Name: GRACKLES GALORE INC
Date: 5-21-14

FOR THE GOVERNMENT:

Signature: 
Name: Marshall K. Krumm
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/29/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: SHARON FOSTER
Title: SECRETARY
Date: 5-21-14

- 1) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings (BID/PERMIT) created by Merriman Associates design dated May 2, 2014.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

- 2) Upon full execution and delivery of this Lease Agreement (LA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before 90 working days from the Notice to Proceed which is approximately September 11, 2014.
- 3) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements is \$196,768.60 (which includes Building Specific Security Costs of \$7,035.69). The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

The **total Tenant Improvement costs**, \$196,768.60, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of four percent (4%) paid monthly in arrears.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Lease Amendment.

- 4) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:


LESSOR

&


GOVT