GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE AMENDMENT No. 4 LEASE AMENDMENT ADDRESS OF PREMISES Spring Creek Business Park V 1100 East Campbell Road Richardson, Texas 75081-6708

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 July 8, 2014, as follows:

The purpose of this Lease Amendment No. 4 is:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Premises;
- 3) Restate the Annual Rent:
- 4) Restate the Broker Commission and Commission Credit:
- 5) Establish Termination Rights:
- 6) Establish the Space as being substantially complete and the Punch List Completion Date;
- 7) Restate the Percentage of Occupancy;
- 8) Restate the Operating Costs Base

1) Page 1 of the Lease is hereby amended with the following:

This Lease Amendment contains 4 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:		FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Date:	MATK FOSTER PRESIDENT GRACKLES GALORE TNC 07/21/14	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date: 7/29/2014

WITNESSED FOR THE LESSOR BY:

Signature:
Name: SHARON FOSTER
Title: SECRETARY
Date: 61/21/14

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 8, 2014 and continuing thru July 7, 2024, 10 years, with a firm term of five (5) years subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

2) Section 1.01, THE PREMISES, of the Lease is hereby deleted in its entirety and replaced with the following:

The Premises are described as follows:

Office and Related Space; 5,753 rentable square feet (RSF), yielding 5,160 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 11.5% located on the first floor and known as Suite 250 of the Building, as depicted on the Floor plan(s) attached as Exhibit A.

3) Section 1.03, RENT AND OTHER CONSIDERATIONS, of the Lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1-5 Annual Rent	Years 6-10 / Annual Rent
Shell Rental Rate	\$67,040.55	\$72,775.45
Tenant Improvements Rental Rate*	\$42,103.02	\$0.00
Operating Costs	\$17,529.00	\$17,529.00
Building Specific Security Costs**	\$1,554.88	\$0.00
Full Service Rate	\$128,227.45	\$90,304.45
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^{*}The Tenant Improvements Allowance of \$190,512.91 is amortized at a rate of 4.00% percent per annum for 5 years
**Building Specific Security Costs of \$7,035.69 are amortized at a rate of 4% percent per annum over 5 years

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 5,160 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award date.
- D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's SAM registration.
- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein:

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- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and
- 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- 4) Section 1.04, BROKER COMMISSION AND COMMISSION CREDIT, of the Lease is hereby deleted and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT

- A. Jones Lang LaSaile Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only be payable to Jones Lang LaSaile Americas, Inc. with the remaining which is the "Commission Credit," to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the short time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease; the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent

Month 1 Rental Payment \$10,685.62 minus prorated Commission Credit of equals equals adjusted 1st Month's Rent:

Month 2 Rental Payment \$10,685.62 minus prorated Commission Credit of equals equals adjusted 2nd Month's Rent;

Month 3 Rental Payment \$10,685.62 minus prorated Commission Credit of equals equals adjusted 3rd Month's Rent;

5) Section 1.05, TERMINATION RIGHT, of the lease is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after July 7, 2019 by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

- 6) The Tenant Improvements have been completed and the Government accepts the leased premises as substantially complete on July 8, 2014. The GSA Form 1204, condition survey, is attached to this lease. The items listed on the 1204 form shall be completed by August 8, 2014.
- 7) Section 1.11, PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE, of the Lease is hereby deleted and replaced with the following:

As of this Lease Amendment 4, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 8.82%. The percentage of occupancy is derived by dividing the total Government space of 5,753 RSF by the total building space of 65,234 RSF.

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Lesse Amendment Form 12/12

8) Section 1.12, OPERATING COST BASE, of the Lease is hereby deleted and replaced with the following:

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$17,529.00 per annum.