

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-16957
ADDRESS OF PREMISES 121 S. 12 TH AVE, DURANT, OK 74701-4921	PDN Number: n/a

THIS AMENDMENT is made and entered into between DBS, Inc.

whose address is: 6218 Westover Drive, Granbury, TX 76049-4047

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 provide the Notice to Proceed for the Tenant Improvements and update the tenant improvement amount.

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 upon full execution by the Government as follows:

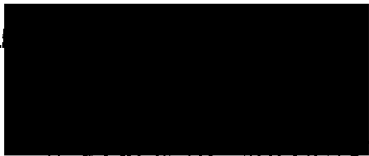
- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to Proceed to start on May 31, 2013; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 10 pages.

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

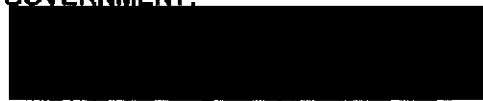
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:



Signature: _____
Name: Robert M. Kelly
Title: PRESIDENT
Entity Name: DBS INC
Date: 4/11/13

FOR THE GOVERNMENT:



Signature: _____
Name: Kristine Del Porto
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: April 19, 2013

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: Local Secretary
Date: 4-11-13

- 1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by Terry A. Cone, which are attached as Exhibit "A" to this Lease Amendment # 1.

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offers under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Lease Amendment does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

- 2.) The construction of the Tenant Improvements shall commence on May 31, 2013 and the anticipated date of completion of the Tenant Improvements and acceptance by the Government is on or before July 12, 2013.
- 3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from **\$170,947.08** to **\$154,364.36**. The 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.

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 Tenant Improvement cost of \$154,364.36, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of six and one-half percent (6.5%) paid monthly in arrears.

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

INITIALS:  & 
LESSOR GOV'T