

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX16977
ADDRESS OF PREMISES: 803 FIGHTING BUCK AVENUE ALPINE, TEXAS 79830-3123	PDN Number: PS0026015

THIS AGREEMENT, made and entered into this date by and between DGP, Inc.

whose address is: 16719 E. Admiral Place
Tulsa, OK 74116-3916

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

WHEREAS, the parties hereto desire to amend the above Lease.

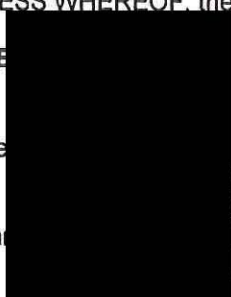
- 1.) To accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Governments Percentage of Occupancy; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital; and
- 10.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2014 as follows:


See Attached

This Lease Amendment contains 3 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


FOR THE 

Signature: _____
Name: TAYLOR
Title: 285.
Entity Name: TAIC
Date: 8-29-14

FOR THE 

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, 819 Taylor St., Room 11B
Fort Worth, TX 76102
Date: 9.8.14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Office Manager
Date: 8-29-14

- 1.) The Tenant Improvements have been completed and the Government accepts the leased premise on August 1, 2014.
- 2.) The Commencement Date of the rental shall be August 1, 2014 and shall expire on July 31, 2024, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 6,336 Rentable Square Feet (RSF) yielding 6,336 ANSI/BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From August 1, 2014 through July 31, 2021, the total annual rental shall be \$135,518.16 at the rate of \$11,293.18 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$46,425.69, annual Operating Costs of \$46,632.96 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$38,329.62, and annual Building Specific Amortized Capital (BSAC) of \$4,129.89.

From August 1, 2021 through July 31, 2024, the total annual rent shall be \$93,058.65. The total annual rent consists of Shell Rent of \$46,425.69 and Operating Costs of \$46,632.96 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs or BSAC costs.
- 5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (6,336 RSF/6,336 RSF) and the new Base Year for taxes shall be the taxes in the year of 2015.
- 6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.75 per ABOA.
- 7.) In accordance with the SFO paragraph 4.3 entitled "Operating Costs," the escalation base shall be \$46,632.96 (6,336 RSF X \$7.36).
- 8.) In accordance with the SFO paragraph 4.1.C entitled "Common Area Factor," the Common Area Factor shall be 1.00 (6,336 RSF/6,336 ABOA).
- 9.) The total cost of the Tenant Improvements is \$550,977.08. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$332,328.81. The remaining balance of \$218,648.27 shall be amortized monthly into the rent at the rate of six percent (6.0%) over the first seven (7) years of the lease as stated in paragraph 4 above.

The total cost of the Tenant Specific Security (TSS) is \$114,712.38. The Lessor and the Government agree that a lump-sum payment for the total TSS cost shall be made in the amount of \$114,712.38. The total Building Specific Amortized Capital (BSAC) cost is \$23,558.62 and shall be amortized monthly into the rent at the rate of six percent (6%) over the first seven (7) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0026015** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

INITIALS:  & 
 LESSOR & GOV'T

David Garrison
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11B-208
Fort Worth, Texas 76102-0181

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

INITIALS:  & 
LESSOR GOVT