

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17452
ADDRESS OF PREMISES: Love Field Airport – Terminal 1 8008 Cedar Springs Road Dallas, TX 75235	PDN Number: PS0031843

THIS AGREEMENT, made and entered into this date by and between City of Dallas Aviation Department

whose address is: 8008 Cedar Springs Rd, Lockbox 16, Suite 210
Dallas, TX 78235

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

WHEREAS, the parties hereto desire to amend the above Lease. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date the signatures hereof by both parties and delivered, as follows:

- 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 Base for the Operating Cost adjustment; and
- 6.) Establish the Common Area Factor; and
- 7.) To provide for the payment of the Tenant Specific Security (TSS); and
- 8.) All other terms and conditions are in full force and effect.

See Attached

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:

FOR THE LESSOR:

Signature: _____

Name: _____

Title: Asst. City Manager

Entity Name: City of Dallas

Date: 08/26/15

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: Lease Contracting Officer

GSA, Public Buildings Service, 819 Taylor St., Room 5A18
Fort Worth, TX 76102

Date: 9-2-15

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: Real Estate Mgr.

Date: 08/24/15

Approved As To Form:
WARREN M.S. ERNST,
City Attorney

By: C. Sel

Assistant City Attorney

1.) The Tenant Improvements (TI), including the Tenant Specific Security (TSS), have been completed and the government accepts the leased premise on April 1, 2015. The paragraph entitled "Tenant Improvements and Tenant Specific Security" located in Section 5 of the Lease details the special circumstances regarding the build-out of the space under this lease. By mutual agreement, this Lease will have no TI cost to the Government by amortization or otherwise and will only have an agreed upon TSS cost to be paid lump sum that is detailed in Paragraph 7 of this Lease Amendment.

2.) The Commencement Date of the rental shall be April 1, 2015 and shall expire on March 31, 2025, subject to the termination rights set forth in the lease.

3.) The leased premise square footage shall be 10,059 Rentable Square Feet (RSF) yielding 8,898 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From April 1, 2015 through March 31, 2020, the total annual rental shall be \$259,924.56 at the rate of \$21,660.38 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$186,795.63, annual Operating Costs of \$73,128.93 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization costs. There is no Tenant Specific Security (TSS) amortization cost as it will be paid via lump sum payment per Paragraph 8 of this Lease Amendment (LA).

From April 1, 2020 through March 31, 2025, the total annual rental shall be \$259,924.56 at the rate of \$21,660.38 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$186,795.63, annual Operating Costs of \$73,128.93 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or TSS costs.

5.) In accordance with the lease paragraph 1.07 entitled "OPERATING COST BASE (SEP 2013)," the escalation base shall be \$73,128.93 (10,059 RSF X \$7.27).

6.) In accordance with the lease paragraph 1.01B entitled "Common Area Factor," the Common Area Factor shall be 1.1305 (10,059 RSF/8,898 ABOA).

7.) There are no Tenant Improvement Costs associated with this lease. Per Section 5 of the Lease under the paragraph entitled "TENANT IMPROVEMENTS AND TENANT SPECIFIC SECURITY," the Government and the Lessor agree that the total cost of the Tenant Specific Security (TSS) is \$201,303.00. The Lessor and the Government agree that a lump-sum payment for the total TSS cost shall be made in the amount of \$201,303.00.

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 PS0031843 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:

Thomas Bell
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

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

INITIALS: CS & THB
LESSOR GOVT