

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-16977
LEASE AMENDMENT	
ADDRESS OF PREMISES: 803 Fighting Buck Avenue Alpine, Texas 79830-3123	PDN Number: 0026015

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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 18, 2013 upon the full execution of this amendment as follows:

USE OF THE GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED. ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT."

- 1) To incorporate the GSA approved Design Intent Drawings; and
- 2) Description of the Tenant Improvements to be constructed; and
- 3) To provide for a Notice to Proceed; and
- 4) To change the total cost of the Tenant Improvements and Building Specific Security; and
- 5) To provide for the method of payment of the total Tenant Improvement and Building Specific Security cost; and
- 6) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages.

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

FOR THE [REDACTED]

Signature: [REDACTED]

Name: TAYLOR

Title: S

Entity Name: DGP INC

Date: 03 19 13

FOR THE [REDACTED]

Signature: [REDACTED]

Name: LAURENCE WELLS

Title: Lease Contracting Officer

GSA, Public Buildings Service, 7PRA

Date: 3-21-13

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: [REDACTED]

Title: SUPERVISOR

Date: 3-19-13

1.) The Government approves the Design Intent Drawings (DIDs) and hereby incorporates them into the lease agreement. The DIDs consist of five (5) pages and were created by Jeremy W Perkins Architects, located at 2200 South Utica Place, Suite 216, Tulsa, OK 74119 dated June 20, 2012 and revised on August 27, 2012 for the build-out of the leased space located at 803 Fighting Buck Avenue, Alpine, TX 79830-3123.

2.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements (TIs) and Building Specific Security (BSS) as depicted and according to the Construction Drawings consisting of five (5) pages created by Jeremy W Perkins Architects, located at 2200 South Utica Place, Suite 216, Tulsa, OK 74119 dated June 20, 2012 and revised on July 27, 2012, August 8, 2012, August 27, 2012, and September 5, 2012.

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

3.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSS. The anticipated date of completion of all the TIs and BSS is June 10, 2013.

4.) The Government and the Lessor have agreed that the total cost of the TIs and BSS shall change from \$187,206.89 to \$689,248.08. The TI and BSS 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 TI and BSS 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.

5.) The Government shall pay for a portion of the total TI Cost by amortizing \$218,648.27 over the first seven (7) years of the term, monthly in arrears, at an interest rate of 6%. Additionally, the Government shall pay for a portion of the BSS Cost by amortizing \$23,558.62 over the first seven (7) years, monthly in arrears, at an interest rate of 6%. The total amount the Lessor shall amortize is \$242,206.89. All of the remaining balance of \$447,041.19 [$\$689,248.08$ (Total TI and BSS Cost) – $\$218,648.27$ (TI amortized) – $\$23,558.62$ (BSS amount amortized) = $\$447,041.19$] shall be paid by lump-sum.

Upon the completion of the TIs and BSS and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amounts, and the annual amortized TIs and BSS cost.

After the acceptance LA has been fully executed, the Lessor may then submit for the lump-sum-payment in the amount of \$447,041.19. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice 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 817-978-2408.



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

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

General Services Administration
ATTN: David Garrison
819 Taylor Street, Room 5A18
Fort Worth, TX 76102
817-978-0345

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

INITIALS:  & 
LESSOR & GOVT