

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

LEASE AMENDMENT No. 3

LEASE AMENDMENT

TO LEASE NO. GS-07B-17140

ADDRESS OF PREMISES: 201 W. Glasson Drive,
Corpus Christi, Texas 78406-1811

PDN Number: Not required

THIS AGREEMENT, made and entered into this date by and between FDL-CC, LLC

whose address is: 1001 19th Street N., Suite 930
Arlington, VA 22209

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 full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for the Construction Drawings (CDs); and
- 2) To establish the CDs expectations; and
- 3.) To state the cost of the CDs; and
- 4) To provide for the method of payment of the CDs; and
- 5.) 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 LESSOR:

Signature: _____

Name: Clairborne Williams

Title: Manager

Entity Name: FDL-CC, LLC

Date: 5/27/15

FOR THE GOVERNMENT:

Signature: _____

Name: Pearl Summers-Garza

Title: Lease Contracting Officer

GSA, Public Buildings Service, Leasing Division

Date: 5-27-15

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Ben Dineen

Title: Asst. Dir.

Date: 5/27/15

- 1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Construction Drawings (CDs). For the purpose of this Lease Amendment, the Lessor shall follow the lease paragraphs 4.01.D-G and 4.02. In your April 28, 2015, email I did not agree that neither the email nor the attachment fully accomplished the task listed and intent of Paragraph 4.01.D-G and 4.02 of the lease.
- 2.) The cost of the Construction Drawings is inclusive of all of the items listed in Paragraph 4.01.D-G and 4.02 of this lease. The anticipated date of completion of the CDs is on or before 25 working days from the date this lease amendment is fully executed.
- 3.) The Government and the Lessor have agreed that the total cost of the revised CDs shall be \$249,920.00 and shall be part of The Tenant Improvements Cost on the TICS table on a separate line item after all fees have been calculated and is part of the amortized Tenant Improvement Allowance. The \$249,920.00 includes all the Lessor's fees for general and administrative costs, profit, overhead, and any and all other fees associated with the completion of the CDs.
- 4.) The cost of the CDs is \$249,920.00 shall be paid as part of the Tenant Improvement (TI) Allowance and upon the completion of all the TI construction and the acceptance of the leased premise 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 subsequent Acceptance Lease Amendment. The subsequent Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, the annual amortized TI, and the amount of the total lump-sum payment.
- 5.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:


LESSOR

&


GOVT