

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. (26)
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17140
ADDRESS OF PREMISES 249 Glasson Drive, Corpus Christi, Texas 78406-1811	PDN Number 0035574

THIS AMENDMENT is made and entered into between FDL - CC, LLC.

Whose address is: 1001 19th. Street N., Suite 930, Arlington, Virginia 22209-1736.

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 a Notice to Proceed regarding change orders for Tenant Improvements (TI).

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 the full execution for this amendment as follows:

- 1) To provide for **(Post Award)** Change Orders (C/O s) **Nos. 31 and 32**; and
- 2) To provide for the method of payment for the subject change orders only, per this Lease Amendment; and
- 3) **All other terms and conditions of the lease shall remain in full force and effect.**


See Attached


This Lease Amendment contains 29 pages, inclusive of Exhibit "A".

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

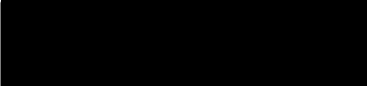
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
 Printed Name: Charlene Williams
 Title: Manager
 Entity Name: FDL - CC, LLC
 Date: 10/25/18

Signature: 
 Name: Don W. Day
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
819 Taylor St., 11B, Ft. Worth, Texas 76102-6124
 Date: 10/29/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
 Printed Name: Kaci Williams
 Title: _____
 Date: 10/25/18

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this LA as a Notice To Proceed, an amendment to the scope of work post award, as it relates to the various change orders, as required in Change Orders (C/O) Nos. 31 and 32; as it relates to the post award modifications for electrical voltage modifications and AC hose reel modifications, as depicted in the Scope of Work provided in the attached Exhibit "A" – Labeled as "Change Orders Nos. 31, 32 and electrical sketch consisting of total of 29 pages", dated March 7, 2018, thru March 11, 2018. The cost of Change Order No. 31 is [REDACTED] and Change Order No. 32 is [REDACTED] thus total Change Order cost is [REDACTED]. Any changes, to the Final Construction Drawings or Scope of Work for change orders, which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer. The Government shall have the right to make lump sum payments for any or all TI or BSAC costs, if any. The anticipated date for completion for all change orders is 55 working days from the full execution of this Lease Amendment.

2.) The exact amount of the lump sum payment shall not exceed [REDACTED]. The Lessor shall be paid for the total amount of the TIs or BSAC costs, using a combination of amortized allowance amounts per the (subject Lease and Lease Amendment number 14 for Acceptance of Space) and a lump sum payment. If required, a subsequent Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments, when due), and the annual amortized TI costs, BSAC cost, and the amount of the total lump sum payment to the Lessor. Lessor may then submit for the lump sum payment.

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 PS0035574, 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

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
Don W. Day, Lease Contracting Officer
GSA, Public Buildings Service,
819 Taylor St., Rm. 11B,
Ft. Worth, Texas 76102-6124

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

END

INITIALS:

CW

LESSOR

&

GOVT