

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 24
LEASE AMENDMENT	TO LEASE NO. GS-07B-17140
ADDRESS OF PREMISES 249 Glasson Drive Corpus Christi, Texas 78406	PDN Number: <u>PS 0090967</u>

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

whose address is: 1001 19th Street N., Suite 930
Arlington, Virginia 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. To provide for amicably resolving Lessor's Request for Equitable Adjustment (REA) dated January 18, 2017, the difference between the Lessor's Tenant Improvement Price Proposal dated April 18, 2016, versus the amount of the Government's Notice to Proceed stated in Lease Amendment (LA) #5; and
2. To establish the settlement amount and the anticipated date of payment; and
3. To state and define waiver; and
4. To provide for the method of payment of the settlement amount; and
5. All other terms and conditions of the Lease remain in full force and effect, and that prior LAs are not abrogated.

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: Clairborne W. Williams
 Title: Manager
 Entity Name: FDL-CC LLC
 Date: 3.6.18

Signature: [Redacted]
 Name: Pearl Summers-Garza
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Region
Division
 Date: 3/29/18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: Clairborne W. Williams
 Title: Manager
 Date: 3.6.18

- 1) Upon this LA being fully executed and delivered, the Lessor and Government have come to an agreement as it relates to the Lessor's REA dated January 18, 2017, and also the difference between the Lessor's Tenant Improvement Price Proposal versus the amount of the Government's Notice to Proceed stated in LA #5. This LA shall be binding and effective upon full execution (i.e., after Lessor and, subsequently, the Government both execute)
- 2) For the final settlement for the items stated in paragraph 1 above, the Government shall pay the Lessor the sum of three million, five hundred thousand dollars (\$3,500,000.00). The anticipated date of payment is within 30 days of Lessor submitting an invoice for payment per the instructions below. Prompt payment interest accrues thereafter.
- 3) As part of this settlement, to the maximum extent permitted by law, the Government and the Lessor hereby expressly waive and release the other party from any and all actual or potential claims and any associated liabilities (including setoffs, offsets, or liquidated damages) accruing, arising, or occurring on or before the full execution of this LA, whether known (including both actual or constructive knowledge) or unknown by the Lessor or the Government. Both parties also specifically waive any actual or potential claims related to the items stated in paragraph 1 above.

This LA is entered into without either party making any representations or admissions that are not expressly stated herein. This includes without limitation that the Government does not acknowledge (i) the recoverability of any specific element of recovery sought in Lessor's REA and/or any potential claim by Lessor or (ii) the apportionment of the settlement amount amongst any such items. Additionally, this LA is entered into without either party waiving any claims or rights except those referenced in the paragraph above.

- 4) The Government and the Lessor have agreed that Lessor's total compensation under the Lease (including without limitation fees for general and administrative costs, profit, management fees, architectural fees, and any and all other fees) associated with the completion of the design and build-out of the facility through space acceptance under LA #14, shall be the sum of the following amounts: (a) the settlement amount of \$3,500,000.00 set forth in paragraph 2 above, (b) any amounts already paid to Lessor, (c) any outstanding amounts payable to Lessor pursuant to LAs executed prior to space acceptance, and (d) any future payments expressly due to Lessor under the Lease (e.g., rent/operating costs). Additionally:

This LA is not intended to disturb or waive any rights with respect to any Government payments made or due to Lessor or any Lessor credits made or due to the Government under fully executed LAs preceding this LA and/or payment for any change orders after space acceptance.

The Government shall pay the \$3,500,000.00 by 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 number PS 0046967 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 email address of Pearl.Summers-Garza@gsa.gov

All other terms and conditions of this Lease shall remain in full force and effect, and this LA does not abrogate any prior LAs. If any term in this LA is deemed unenforceable by a tribunal with jurisdiction, only the portion of the term that is unenforceable shall be struck and the remainder of the term and this LA shall remain in full force and effect.

INITIALS:

LESSOR

&

GOVT