

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. #15
	TO LEASE NO. GS-07B-17140
ADDRESS OF PREMISES 249 Glasson Drive Corpus Christi, Texas 78406	PDN Number: PS0035574

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.

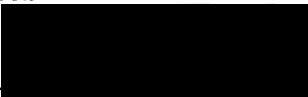
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for Change Order (C/O) #9 and provide for the date of completion; and
- 2) To provide for the method of payment of only the change order #9 costs; and
- 3) To provide the change of address of premises; and
- 4) To correct an error in the lump sum amount left to be paid on a future lease amendment; and
- 5) All other terms and conditions of the lease shall remain in force and effect.


This Lease Amendment contains 2 pages.

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


FOR THE LESSOR:

Signature: 
Name: Clarence Williams
Title: Manager
Entity Name: FDL-CC, LLC
Date: 8/2/17

FOR THE GOVERNMENT:

Signature: 
Name: Pearl Summers-Garcia
Title: Lease Contracting Officer
GSA, Public Buildings Service, Region 7, Leasing Division
Date: 8-9-17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Owen B-Rice
Title: Witness
Date: 8/2/17

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order #9 (Lessor's change order #13 and #11 respectively) for the revisions which include Galley/Mess design modifications and emergency backup power modifications as it relates to the construction and installations depicted in the scope of work provided in the attached Exhibit A. The total cost of C/O #9 is [REDACTED] (Galley/Mess mod) + [REDACTED] (Emergency backup power mod)]. The date of completion of all the Tenant Improvements (TI) including this change order and all previous change orders is on or before June 1, 2017.

2.) The Government shall pay for change order #9 in the amount of [REDACTED]. This change order #9 will be paid by a lump-sum payment.

Upon the completion of the construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC using a combination of amortized allowance amounts and a lump-sum-payment. The subsequent space Acceptance 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), 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 number 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 email address of Pearl.Summers-Garza@gsa.gov.

3) The new address of premise is 249 Glasson Drive, Corpus Christi, Texas 78406 which is also annotated on the top left of Page 1 of this lease amendment.

4) There is an error in Lease Amendment (LA) #14, Exhibit C which also impacts the totals in paragraph 9 of LA #14. \$354,872.59 was already established in LA #1, 3, and 4, was applied to the Tenant Improvement total of \$27,712,191.48 in LA#5. Therefore, at the point of completion and after rent abatement period, then the remaining lump sum amount of \$1,292,601.89 [\$1,647,474.48 (LA#14, paragraph 9) - \$354,872.59 (listed above in this paragraph)] will be paid.

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

INITIALS:


LESSOR

&


GOV'T