

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-07B-17140
ADDRESS OF PREMISES: 201 W. Glasson Drive, Corpus Christi, Texas 78406-1811	PDN Number: PS0035574

THIS AGREEMENT, made and entered into this date by and 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 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 Shell and Tenant Improvements (TI), and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements; and
- 3.) To restate the Tenant Improvement Allowance; and
- 4) To provide for the method of payment of the total Tenant Improvement costs; 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:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: 
 Name: Jean Summers-Sarza
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Region 7, Leasing Division
 Date: 7-15-16

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

1.) Upon this Lease Amendment (LA) being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed (NTP) on the Shell and Tenant Improvements for the above referenced lease. The anticipated date of completion of all the Shell and Tenant Improvements (TI) and acceptance by the Government no later than 180 working days following issuance of the Notice to Proceed per paragraph 4.01.H. of the lease.

2.) The amount authorized for the total cost of the Tenant Improvements amount shall be \$27,712,191.48. The total TI cost of \$27,712,191.48 includes all the Lessor's fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI on or before the anticipated date of completion.

Any changes to the Construction Drawings 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.

3.) The Tenant Improvement Allowance per the Lease Agreement is \$2,612,128.11. The Tenant Improvement Allowance shall be amortized over the twenty (20) years of the term at an interest rate of 5.5%. The Government retains the right to buy-down all or a portion of the TI Allowance.

4.) The Government shall pay for a portion of the total TI cost by amortizing \$2,612,128.11 as stated in paragraph 3 above, monthly in arrears and at acceptance of the space. All or a portion of the remaining balance of \$25,100,063.37 [\$27,712,191.48 (Total TI Cost) – \$2,612,128.11 (TI amortized) = \$25,100,063.37] shall 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 totaling \$27,712,191.48 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, 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 <https://finance3.gsa.gov> or <https://finance.ocfo.gsa.gov/webvendors>. 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: Pearl.Summers-Garza@gsa.gov.

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

INITIALS: _____
LESSOR

&

PS-6
GOV'T