

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 1</b>  <b>TO LEASE NO. GS-07B-LTX17140</b>
<b>ADDRESS OF PREMISES:</b> 201 W. Glasson Drive Corpus Christi, Texas 78406-1811	<b>PDN Number:</b> Not Required

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

whose address is: 1001 19<sup>th</sup> 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:

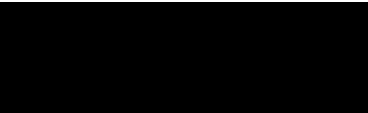
- 1) To provide for a Notice to Proceed for the re-design of the initial Design Intent Drawings (DIDs); and
- 2) To establish the re-design expectations and the address the design review sessions; and
- 3.) To state the cost of the re-design of the DIDs; and
- 4) To provide for the method of payment of the total Tenant Improvement cost; 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.

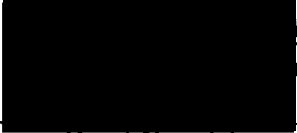
**FOR THE LESSOR**

Signature:   
Name: Claiborne Williams  
Title: Manager  
Entity Name: FDL-CC, LLC  
Date: 12/26/14

**FOR THE GOVERNMENT**

Signature:   
Name: [Redacted]  
Title: GSA, Public Buildings Service, Leasing Division  
Date: 12-29-14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: David Alperstein  
Title: Manager  
Date: 12/26/14

- 1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the re-design of the initial Design Intent Drawings (DIDs). For the purpose of this Lease Amendment, DIDs are defined as fully dimensioned drawings of the leased Space which reflects all the Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to: 1.) Generic furniture layout, wall, door, and built-in millwork locations; and 2.) Telephone, electrical, and data outlet types and locations; and 3.) Information necessary for calculation of electrical and Heating Ventilation and Air Conditioning loads; and 4.) all finish selections.
- 2.) The cost of the re-design of the DIDs shall include the Lessor's preliminary pricing and design reviews at both the 50% and 70% completion of the DIDs. Review sessions shall be conducted either in-person (travel costs to be determined at a later date if in-person) or via webcast at the 50% completion phase and by webcast at the 70% completion phase. The total cost of this re-design of DIDs includes the design and the review sessions. The 50% review session shall be on or before January 12, 2015 and the 70% review shall be on or before January 19<sup>th</sup>, 2015. The anticipated date of completion of the re-design of DIDs is on or before February 2nd, 2015.
- 3.) The Government and the Lessor have agreed that the total cost of the DID re-design shall be **\$96,600.00** and shall be part of the Tenant Improvements Cost and is part of the Tenant Improvement Allowance. The \$96,600.00 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 re-design of the DIDs which is anticipated to occur on or before February 2<sup>nd</sup>, 2015. Travel and the associated costs for the in-person review session shall be negotiated separately.
- 4.) The re-design of \$96,600.00 shall be paid as part of the Tenant Improvement 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, and 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