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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | <b>LEASE AMENDMENT No. 2</b><br><br><b>TO LEASE NO. GS-07B-LTX17140</b> |
| <b>ADDRESS OF PREMISES: 201 W. Glasson Drive<br/>Corpus Christi, Texas 78406-1811</b>             | <b>PDN Number: Not Required</b>   |

**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:

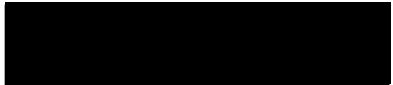
- 1.) To provide for the Travel Costs associated with the fifty percent (50%) Design Intent Drawing review; and
- 2.) To define the participants and the associated estimated travel costs of the Lessor's 50% design team; and
- 3.) To address how actual travel costs of the participants shall be reported to the Government; and
- 4.) To establish how the Travel Costs shall be paid for by the Government; and
- 5.) To establish the date of the fifty percent (50%) design review; and
- 6.) 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.

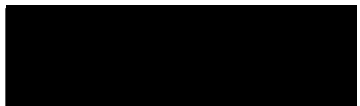
**FOR THE LESSOR:**

Signature:   
Name: Claiborne Williams  
Title: Manager  
Entity Name: FDL-CC, LLC  
Date: 1/2/15

**FOR THE GOVERNMENT:**

Signature:   
Name: Thomas Bell  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 1-5-15

**WITNESSED FOR THE LESSOR BY:**


Signature:   
Name: David Alperstein  
Title: Manager  
Date: 1/2/15

- 1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor and members of his team (see below) shall be authorized to incur travel cost not to exceed \$10,000.00 at the sole cost of the Government. The Lessor remains liable for any travel costs above and beyond the ten thousand dollar (\$10,000.00) threshold. The purpose for the Lessor to travel to Dallas/Fort Worth area is to meet with the GSA Design Team and members of the [REDACTED] in order to obtain clear and concise understanding of the re-designed Design Intent Drawings when they are fifty percent (50%) complete. The review session location within the Dallas/Fort Worth area shall be determined by and coordinated with the Government's Project Manager.
- 2.) The Lessor's design team and estimated travel costs are as follows:

| Smithgroup           | Airfare   | Per Diem & Incidentals | Travel Time | Totals              |
|----------------------|-----------|------------------------|-------------|---------------------|
| Project Architect    | \$ 750.00 | \$ 200.00              | \$ 1,000.00 | \$ 1,950.00         |
| Project Manager      | \$ 750.00 | \$ 200.00              | \$ 1,000.00 | \$ 1,950.00         |
| Mechanical Engineer  | \$ 750.00 | \$ 200.00              | \$ 1,000.00 | \$ 1,950.00         |
| Electrical Engineer  | \$ 750.00 | \$ 200.00              | \$ 1,000.00 | \$ 1,950.00         |
|                      |           |                        |             |                     |
| <b>FD Stonewater</b> |           |                        |             |                     |
| Claiborne Williams   | \$ 900.00 | \$ 200.00              |             | \$ 1,100.00         |
| Ben Dineen           | \$ 900.00 | \$ 200.00              |             | \$ 1,100.00         |
|                      |           |                        |             |                     |
| <b>Total</b>         |           |                        |             | <b>\$ 10,000.00</b> |

- 3.) It is believed by both parties that the actual total travel costs may be less than ten thousand dollars (\$10,000.00). Therefore, it is agreed to between the parties that copies of the receipts and invoices and a summary of each participants total travel costs authorized above will be accumulated from all the Lessor's participants and then provided to the Government's Lease Contracting Officer. The summary and receipts and invoices shall be provided on or before five (5) working days after the 50% review session has been completed.
- 4.) The Total Actual Travel Costs shall be paid for by applying the cost to the Tenant Improvement Allowance which will be amortized over the term of the lease. The Total Actual Travel Costs shall be memorialized in a subsequent Lease Amendment.
- 5.) It is anticipated that the fifty percent (50%) design review session shall be on or before January 12, 2015.
- 6.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: CW  
LESSOR

&   
GOVT