

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. #6
LEASE AMENDMENT ADDRESS OF PREMISES 201 W. Glasson Drive Corpus Christi, Texas 78406-1811	TO LEASE NO. GS-07B-17140 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) #1 and provide for an anticipated date of completion; and
- 2) To provide for the method of payment of only the change order #1 costs; and
- 3) All other terms and conditions of the lease shall remain in force and effect; and
- 4) Reservation of alleged rights

See Attached

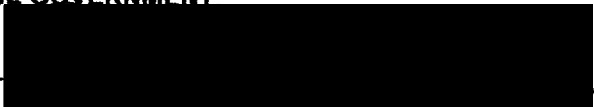
This Lease Amendment contains 2 pages.

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: 10/25/16

FOR THE GOVERNMENT:

Signature: 
 Name: Patti Summers-Barzel
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Region 7, Leasing Division
 Date: 11-3-16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Patrick Erickson
 Title: General Counsel
 Date: 10/25/16

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 #1 berthing 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 # 1 is [REDACTED]. The anticipated date of completion of all the Tenant Improvements (TI) is on or before June 1, 2017.

2.) The Government shall pay for change order #1 in the amount of [REDACTED]. This change order #1 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.) All other terms and conditions of this lease shall remain in full force and effect.

4.) By agreeing to this Lease Amendment, Lessor does not intend to waive any rights it may have, including those already expressly reserved regarding the Government's unilateral Notice to Proceed and/or alleged Government delays prior to same. The Government acknowledges Lessor's reservation of rights, but, by doing so, does not agree to Lessor's assertions.

INITIALS:

CW
LESSOR

&

PSG
GOVT