

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 21
	TO LEASE NO. GS-07B-17140
LEASE AMENDMENT	
ADDRESS OF PREMISES: 249 Glasson Drive Corpus Christi, Texas 78406	PDN Number: PS0035574

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, 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.

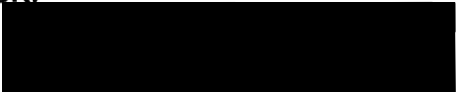
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon full execution of this amendment, as follows:

- 1.) To remove remaining rent abatement; and
- 2.) Establish the Commencement Date of the lease rental payments due to removal of remaining rent abatement; and
- 3.) Establish the square footages of the leased space for which the remaining rent abatement has been removed; and
- 4.) Provide the annual rental amounts and removal of the remaining rent abatement; and
- 5.) Provide payment for above standard maintenance and repair; and
- 6.) Provide payment for completed change orders; and
- 7.) All other terms and conditions are in full force and effect.


This Lease Amendment contains 2 pages.

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

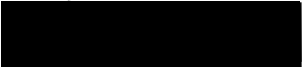
FOR THE LESSOR:

Signature:   
Name: Clairborne Williams  
Title: Manager  
Entity Name: FDL CC, LLC  
Date: 11/17/17

FOR THE GOVERNMENT:

Signature:   
Name: Pearl Summers-Garza  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Region 7, Leasing  
Division  
Date: 11-27-17

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Haci Williams  
Title: \_\_\_\_\_  
Date: 11/17/17

1.) The rent abatement provided for in Lease Amendment #14 with respect to 72,847 rentable square feet for the remaining hangar and hangar shops of this Lease is hereby terminated. The referenced 72,847 rentable square feet satisfies the fire and life safety standards in the Lease. It is Lessor's responsibility to keep the Temporary Certificate of Occupancy updated until a final certificate is issued.

2.) The termination of the remaining rent abatement shall be effective October 12, 2017 and rent shall commence with respect to the referenced 72,847 rentable square feet on October 12, 2017. The Lease shall expire on July 6, 2037.

3.) The square footage of the premises for which the remaining rent abatement is hereby terminated shall be 72,847 Rentable Square Feet (RSF) yielding 66,661 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent with respect to the referenced 72,847 RSF as follows:

From October 12, 2017 through July 6, 2037, the partial annual rental shall be \$1,407,753.66 at the rate of \$117,312.81 (rounded) paid monthly in arrears. The partial annual rent consists of annual Shell Rent of \$1,171,225.72, annual Operating Costs of \$138,664.26 plus annual Operating Cost adjustments, and annual Tenant Improvement Allowance of \$97,863.68.

Therefore, with both rent abatements terminated for the office space, hangar and hangar shops, then the total annual rent paid to the Lessor for 160,503 Rentable Square Feet (RSF) yielding 146,874 ANSI/BOMA Office Area (ABOA) and 201 parking spaces (200 surface, 1 secured and reserved):

From October 12, 2017 through July 6, 2037, the total annual rental shall be \$3,101,688.28 at the rate of \$258,474.02 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$2,580,548.85, annual Operating Costs of \$305,517.46 plus annual Operating Cost adjustments, and annual Tenant Improvement Allowance of \$215,621.97.

5.) Provide lump sum payment of \$26,775.36 for September 1 – October 31, 2017 for above standard maintenance and repair which was negotiated in Lease Amendment #16. Partial payment due to rental abatement on office space only terminated on September 1, 2017 and the rest of the rental abatement was terminated on the Hangar and hangar shops on October 12, 2017. Exhibit A is attached to show the details of the amount in this paragraph.

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.

6.) Provide lump sum payment of \$1,581,292.99 which includes the correction in lease amendment #15, paragraph 4, in the amount of \$354,872.59. This lump sum payment includes the change orders which are listed by lease amendment numbers on Exhibit B.

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.

INITIALS:

AW  
LESSOR

&

PSG  
GOVT

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7.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: GW & PSG  
LESSOR GOV'T