

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-05B-18732
ADDRESS OF PREMISES: Landmark Center 1099 North Meridian Street Indianapolis, IN 46204-2942	PDN Number: PS0028395

THIS AGREEMENT, made and entered into this date by and between **Ambrose Landmark, LLC**

whose address is: 55 Monument Circle, Suite 450
Indianapolis, IN 46204

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease issued to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs.

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 October 10, 2014, as follows:

Paragraph 2 of the Standard Form 2 is hereby deleted and replaced with:


"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 10, 2014 and continuing for a period of 15 years, expiring October 9, 2029, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

This Lease Amendment contains 3 pages.

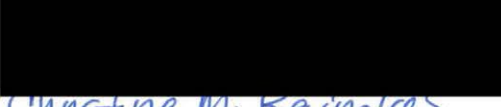
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
 Name: _____
 Title: President / member / manager
 Entity Name: Ambrose Landmark, LLC
 Date: 10/20/14

FOR THE GOVERNMENT:

Signature: 
 Name: Christine M. Reynolds
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 10-20-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: VP
 Date: 10/20/14

Paragraph 3 of the Standard Form 2 is hereby deleted and replaced with:

"3. The Government shall pay the Lessor annual rent at the following rate:

Term	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
10/10/14 – 10/9/19	\$15.15	\$5.94	\$4.93	\$26.02	\$561,173.34	\$46,764.45
10/10/19 – 10/9/24	\$17.11	\$5.94	\$4.93	\$27.98	\$603,444.66	\$50,287.05
10/10/24 – 10/9/29	\$19.22	\$5.94	\$0.00	\$25.16	\$542,625.72	\$45,218.81

Four (4) onsite surface reserved parking spaces are included in the rent at no additional cost to the Government.

Rent for a lesser period shall be prorated. Rent shall be made payable to:
 Ambrose Landmark, LLC
 55 Monument Circle, Suite 450
 Indianapolis, IN 46204"

Paragraph 4 of the Standard Form 2 is hereby deleted and replaced with:

"4. The Government may terminate this lease in whole or in part at any time on or after October 9, 2024 (the 10th year) by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Paragraph 8 of the Standard Form 2 is hereby deleted and replaced with:

"8. The date of substantial completion of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) is established as October 10, 2014. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$1,505,380.69, and Building Specific Amortized Capital (BSAC) in the amount of \$196,488.25, for a total of \$1,701,868.94.

Of the \$1,505,380.69 Tenant improvement costs, only \$763,058.00 are amortized into the rent for ten (10) years at the rate of 7.0% as described in the Lease. The remaining \$742,322.69 shall be paid to Lessor upon completion as described herein.

The BSAC costs of \$196,488.25 shall be paid to Lessor upon completion as described herein."

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$938,810.94 (TI payment of \$742,322.69, and BSAC payment of \$196,488.25), upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

INITIALS: AB LESSOR & CB GOVT

General Services Administration
Attn: GSA LEASE CONTRACTING OFFICER – CHRISTINE REYNOLDS
327 S CHURCH ST
ROCKFORD IL 61101-1316

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0028395

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Paragraph 17 of the Standard Form 2 is hereby deleted and replaced with:

"17. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Savills Studley, Inc. (f/k/a Studley, Inc.) is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Savills Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one – half (1/2) payment.

Due to the Commission Credit, only [REDACTED], will be payable to Savills Studley when the Lease is awarded. The remaining [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue each month until fully recaptured. Notwithstanding Paragraph No. 3 of the Standard Form 2, the Shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$46,764.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.
 Second Month's Rental Payment of \$46,764.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.
 Third Month's Rental Payment of \$46,764.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.
 Fourth Month's Rental Payment of \$46,764.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.
 Fifth Month's Rental Payment of \$46,764.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent."

INITIALS: AB & CX
LESSOR GOVT