

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-05P-LIN18830
ADDRESS OF PREMISES 7355 N. Woodland Drive Indianapolis, IN 46278-1737	PDN Number: PS0032183

THIS AMENDMENT is made and entered into between **ICE INDY WOODLAND LLC**

whose address is: 1001 N. 19TH St, Ste. 930
Arlington, VA 22209-1736

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 February 9, 2016, as follows:

1. LEASE TERM is deleted and replaced with the following:


"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 9, 2016 and continuing for a period of 15 years, expiring February 8, 2031, 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 4 pages plus Exhibit A.

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.

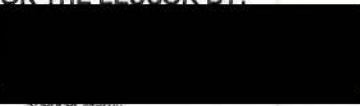
FOR THE LESSOR:

Signature: 
Name: Claborne Williams
Title: Manager
Entity Name: ICE Indy Woodland, LLC
Date: 3/9/16

FOR THE GOVERNMENT:

Signature: 
Name: Catherine M. Reynolds
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/9/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Spencer Williams
Title: Associate
Date: 3/9/16

2. Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2012) is deleted and replaced with the following:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (2/9/16 – 2/8/21)	FIRM TERM (2/9/21 – 2/8/26)	NON FIRM TERM (2/9/26 – 2/8/31)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 275,904.88	\$ 291,097.88	\$ 306,290.88
TENANT IMPROVEMENTS RENT ²	\$ 65,799.17	\$ 65,799.17	\$ 65,799.17
OPERATING COSTS ³	\$ 103,616.26	\$ 103,616.26	\$ 103,616.26
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 37,440.69	\$ 37,440.69	\$ 37,440.69
TOTAL ANNUAL RENT	\$ 482,761.00	\$ 497,954.00	\$ 513,147.00

¹Shell rent (Firm Term) calculation: Years 1-5: \$18.16 per RSF multiplied by 15,193 RSF, Years 6-10: \$19.16 per RSF multiplied by 15,193 RSF.

Shell rent (Non-Firm Term) calculation: Years 11-15: \$20.16 per RSF multiplied by 15,193 RSF.

²The Tenant Improvement Allowance of \$610,045.81 is amortized at a rate of 7.0 percent per annum over 15 years.

³Operating Costs rent calculation: \$6.82 per RSF multiplied by 15,193 RSF

⁴Building Specific Amortized Capital (BSAC) of \$347,125.00 are amortized at a rate of 7.0 percent per annum over 15 years

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 13,885 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease."

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3. Section 1.05 TERMINATION RIGHTS (AUG 2011) is deleted and replaced with the following:

"The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, **February 8, 2026**, by providing not less than **90 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

4. Section 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) AND 1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) are deleted and replaced with the following:

"The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$1,704,599.24, and Building Specific Amortized Capital (BSAC) in the amount of \$554,397.74, for a total of \$2,258,996.98.

Of the \$1,704,599.24 Tenant improvement costs, only \$610,045.81 are amortized into the rent for fifteen (15) years at the rate of 7.0% as described in the Lease. The remaining \$1,094,553.43 shall be paid to Lessor upon completion as described herein.

Of the \$554,397.74 BSAC costs, only \$347,125.00 are amortized into the rent for fifteen (15) years at the rate of 7.0% as described in the Lease. The remaining \$207,272.74 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 \$1,301,826.17 (TI payment of \$1,094,553.43, and BSAC payment of \$207,272.74), 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:

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 # PS0032183

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

5. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUNE 2012) is deleted and replaced with the following:

"A. Savills Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Savills Studley, Inc. with the

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remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$40,230.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$40,230.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$40,230.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$40,230.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$40,230.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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