

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05P-LIN18830
ADDRESS OF PREMISES 7355 N. Woodland Drive Indianapolis, IN 46278-1737	PDN Number: N/A

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

whose address is: 1001 N. 19<sup>TH</sup> 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 to increase the square footage of the leased premises.

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 execution by the Government, as follows:

**1. Section 1.01 THE PREMISES (JUNE 2012) is deleted and replaced with the following:**

**"1.01 THE PREMISES (JUNE 2012)**

The Premises are described as follows:

A. Office and Related Space: **15,193** rentable square feet (RSF), yielding **13,885** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>ST</sup> and 2<sup>ND</sup> floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.0942**. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

**CONTINUED ON PAGES 2 AND 3**

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: Manager  
Entity Name: ICE INDY WOODLAND, LLC  
Date: 10/30/14

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: November 4, 2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Operations Asst.  
Date: 10/30/14

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

**"1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

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

	FIRM TERM (YEARS 1-5)	FIRM TERM (YEARS 6-10)	NON FIRM TERM (YEARS 11-15)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 275,904.88	\$ 291,097.88	\$ 306,290.88
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 65,799.17	\$ 65,799.17	\$ 65,799.17
OPERATING COSTS <sup>3</sup>	\$ 103,616.26	\$ 103,616.26	\$ 103,616.26
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 37,440.69	\$ 37,440.69	\$ 37,440.69
<b>TOTAL ANNUAL RENT</b>	<b>\$ 482,761.00</b>	<b>\$ 497,954.00</b>	<b>\$ 513,147.00</b>

<sup>1</sup>Shell 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.

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

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

<sup>4</sup>Building 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."

**3. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) is deleted and replaced with the following:**

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

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 remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due

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LESSOR GOVT

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."

**5. Section 1.07 DOCUMENTS INCORPORATED IN LEASE (SEP 2012) is revised to replace Lease Exhibit A as follows and attached to this Lease Amendment No. 1:**

**"1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS – REVISED 9/10/14	2	A
PARKING PLAN(S)	1	B
AGENCY SPECIAL REQUIREMENTS	7	C
SECURITY REQUIREMENTS	11	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAMWARD COMMITMENT	1	G
DAVIS BACON WAGE RATES	9	H

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**6. Section 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is deleted and replaced with the following:**

**"1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 15,193 RSF by the total Building space of 15,193 RSF."

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