

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	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. 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 issue the Notice to Proceed to furnish and install Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 12, 2015, as follows:

1. This Lease Amendment is your Notice to Proceed ("NTP") with Change Order #PC3 and #PC4, attached as Exhibit A, in the amount of A). [REDACTED] for Revised Perimeter Fencing, and B). [REDACTED] for Additional Landscaping. The total Change Order cost is \$29,872.71. The total tenant improvement cost of \$1,696,669.59 is revised to \$1,704,599.24. The total BSAC cost of \$532,454.68 is revised to \$554,397.74.

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.

This Lease Amendment contains 20 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: [REDACTED]  
Name: Claiborne Williams  
Title: Manager  
Entity Name: ICE Indy Woodland, LLC  
Date: 11/17/15

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 11-18-15

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: Spencer McElroy  
Title: Associate  
Date: 11/17/15

2. Upon completion, inspection, and acceptance of the space, 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](http://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.

3. Lease Section 3.22 CEILINGS (JUN 2012) is deleted and replaced with the following:

**"3.22 CEILINGS (JUN 2012)**

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

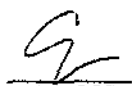

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. However, the Government accepts lower ceiling heights in the areas as shown on the attached Exhibit B. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

INITIALS:  LESSOR &  GOVT

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.”

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

INITIALS:     *A*     &     *Ch*      
LESSOR GOVT