

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05P-LIN18830
ADDRESS OF PREMISES 7355 N. Woodland Drive Indianapolis, IN 46278-1737	PDN Number:

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 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 June 17, 2015, as follows:

1. This Lease Amendment represents your Notice to Proceed (NTP) with the construction of the Tenant Improvements in the amount of \$1,696,669.59 and Building Specific Amortized Capital (BSAC) in the amount of \$532,454.68, for a total of \$2,229,124.27.

Of the \$1,696,669.59 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 \$1,086,623.78 shall be paid to Lessor upon completion as described herein.

Of the \$532,454.68 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 \$185,329.68 shall be paid to Lessor upon completion as described herein.


The lease requires completion of the construction no later than 90 working days from the Notice to Proceed.

This Lease Amendment contains 4 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: Claiborne Williams
Title: Manager
Entity Name: ICE Indy Woodland, LLC
Date: 7/9/15

FOR THE GOVERNMENT:

Signature: 
Name: CHRISTINE M. REYNOLDS
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7-10-15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: SPECIAL AGENT
Title: ASSOCIATE
Date: 7/9/15

CL
Lessor

CR
Agent

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,271,953.46 (TI payment of \$1,086,623.78, and BSAC payment of \$185,329.68), 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 # PS00

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

3. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A (2 pages).
4. All other terms and conditions of the lease shall remain in force and effect.

INITIALS: *CW* & *CR*
LESSOR & GOV'T