

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18709
<b>ADDRESS OF PREMISES</b> <b>RAIT REUSS FEDERAL PLAZA, LLC</b> <b>310 W. Wisconsin Avenue, 4<sup>th</sup> Floor</b> <b>Milwaukee, WI 53203-2264</b>	PDN Number: PS0025769

**THIS AMENDMENT** is made and entered into between **RAIT REUSS FEDERAL PLAZA, LLC**

whose address is: **310 W. Wisconsin Avenue, Suite 1450  
Milwaukee, WI 53203-2264**

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2013, as follows:

This Lease Amendment No. 1 is issued to document the acceptance date of the leased premises, rent commencement date, the amortized tenant improvement costs, and the lump-sum tenant improvement costs.

*Paragraph 2 is deleted in its entirety and replaced with the following:*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term effective September 1, 2013 through August 31, 2023. The Government may terminate this lease in whole or in part any time after August 31, 2018 by giving at least 90 days' notice in writing to the Lessor.

*Paragraph 4 is deleted in its entirety and replaced with the following:*

4. The total term of the lease is for ten (10) years with five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of the rental shall begin on September 1, 2013 and shall expire on August 31, 2023.

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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: \_\_\_\_\_  
Entity Name: RAIT REUSS FEDERAL PLAZA  
Date: 11-7-13

**FOR THE GOVERNMENT:**



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 11/7/13

**WITNESSED FOR THE LESSOR BY:**



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Senior Real Estate Mgr.  
Date: 11-7-13

**Paragraph 10 is deleted in its entirety and replaced with the following:**

10. In accordance with the SFO paragraph 3.2 entitled, *Tenant Improvements Included in Offer*, the Lessor agrees to provide up to \$389,202.84 (\$43.77 per ABOA x 8,892 ABOA SF) toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 0% over 60 months which equates to \$7.61 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 0%. The refund shall be a credit to base rent equally amortized for the first 60 months of the full term.

Fees applicable to Tenant Improvements shall not exceed:

- General Conditions seven (7) percent of project cost
- General Contractor four (4) percent of project cost
- Architectural/Engineering \$1.50 per ABOA square foot
- Lessor Project Management Fees four (4) percent of project cost

**The following paragraph is hereby added as Paragraph 27 to establish the lump-sum tenant improvement costs:**

27. The parties mutually agree that the actual tenant improvement allowance associated with the Government's approved scope of work is established as \$389,202.84, which is comprised of the following:

Original Approved Allowance:	\$ 343,390.78
TICS Alternate #1 and #2:	
Change Order #2: Paging System	
Change Order #3: Gypsum Wallboard	
Change Order #4: Signage	
Change Order #5: [REDACTED]	
Change Order #6: Fire Suppression System	
Change Order #7: [REDACTED]	
Change Order #8: Lessor Change Order	
Change Order #9: Voice & Data Jack Relocation	
Change Order #10: Reception Window Modifications	
Change Order #11: [REDACTED]	
Change Order #12: Lessor Change Order	
Change Order #13: Paging System Modifications	
Change Order #14: Lessor Change Order	
Change Order #15: Can Lighting Addition	
Change Order #16: Room 402 Wall Extension	
Change Order #17: Sound Matt Insulation	
Change Order #18: Foam Insulation for Type 2 Walls	
<b>Total Tenant Improvements</b>	<b>\$ 404,118.45</b>

The Government has elected to pay \$14,915.61 of the TI cost in a lump sum payment upon the completion and acceptance by the Government. The remaining tenant improvement allowance of \$389,202.84 (\$43.77 per ABOA SF over 8,892 ABOA SF) will be amortized over 60 months at 0% per annum, in the same manner as a loan having equal monthly payments of principal and interest beginning on the effective date of this lease, September 1, 2013.

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INITIALS:      &       
LESSOR GOVT

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PDN: PS0025769** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> . Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

GSA Office of Finance  
P.O. Box 17181  
Ft. Worth, TX 76105-0181

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

General Services Administration  
**ATTN: Linda Hattersley**  
230 S. Dearborn Street, 33<sup>rd</sup> Floor  
Chicago, IL 60604  
312-353-5109

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of Lessor as shown on the lease
- Lease contract number and building address
- Description, price and quantity of items delivered
- Use GSA PDN PS0025769 for the lump sum total

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

**All other terms and conditions remain in full force and effect.**

INITIALS:

  
LESSOR

&

  
GOVT