

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05-18704
ADDRESS OF PREMISES RAIT REUSS FEDERAL PLAZA 310 W. Wisconsin Avenue, West Tower - 11th Floor Milwaukee, WI 53203-2264	PDN Number: PS0029662

THIS AMENDMENT (this "Amendment") is made and entered into as of the ____ day of _____, 2014 by and between **RAIT REUSS FEDERAL PLAZA, LLC**, a Delaware limited liability company,

whose address is: 2929 Arch Street, 17th Floor
Philadelphia, PA 19104-2857

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

WHEREAS, the parties hereto desire to amend the above referenced lease (the "Lease") as set forth below,

- 1) Expand the leased premises by 2,967 RSF/2,659 ABOA and 4 parking spaces as described below

NOW, THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the Lease is amended, effective as of July 2, 2015 as follows:

A.. Commencing on the date that the Government accepts the space as complete (the "Effective Date"), Paragraph 1 of the Standard Form 2 (SF-2) to the Lease is deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises (the "Leased Premises")

- A. A total of 18,537 rentable square feet (RSF), 291 rsf located in Suite G which shall be considered free space resulting in 18,246 rsf upon which rent shall be based,, consisting of 16,613 ANSI/BOMA Office Area square feet (ABOA) of space, 261 ABOA space which shall be considered free space resulting in 16,352 ABOA space upon which rent shall be based, all located on the eleventh (11th) floor of the building known as the Henry S. Reuss

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:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: John Boguslawski
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Federal Plaza, located at 310 W. Wisconsin, Milwaukee, WI (the "Building"). The Leased Premises is identified on Attachment No. 1 and will be separated into seven (7) suites, defined as:

- o Suite A: 6,728 RSF / 6,030 ABOA
- o Suite B: 3,113 RSF / 2,790 ABOA
- o Suite C: 2,418 RSF / 2,167 ABOA
- o Suite D: 1,779 RSF / 1,594 ABOA
- o Suite E: 1,532 RSF / 1,373 ABOA
- o Suite F: 1,438 RSF / 1,289 ABOA
- o Suite G: 1,529 RSF / 1,370 ABOA (1,109 ABOA of office and related space, plus 261 ABOA of space provided by Lessor at no additional cost to Government)

- B. Sixteen (16) (12 for [REDACTED], 3 for [REDACTED] user and 1 for [REDACTED]) structured parking spaces located at the Building are included in the rent.
- C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.115813%
- D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 3.1952%. In accordance with Paragraph 4.2 of the SFO (Tax Adjustment), all tax adjustments shall be calculated utilizing this percentage of occupancy."

B. Paragraphs 2 and 4, as modified in Lease Amendment No. 1, are further modified by adding the following at the end of the paragraph:

"Notwithstanding the foregoing, the Government shall not have the right to terminate any obligation under this Lease with respect to Suite G, until the 5th anniversary of the Effective Date for Suite G, by giving at least 90 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

C. Paragraph 3 of the Standard Form 2 (SF-2) to the Lease is deleted in its entirety and replaced with the following:

"3. "3. For Blocks A through E, The Government shall pay the Lessor an annual rent of \$271,602.98 at the rate of \$22,633.58 per month in arrears for Years 1-5. For Block F, the Government shall pay the Lessor an annual rent of \$28,000.00 at the rate of \$2,333.33 per month for Years 1-5. For Block G, the Government shall pay the Lessor an annual rent of \$25,014.44 at the rate of \$2,084.54 per month for Years 1-5.

In years 6-10, for Blocks A through G, the Government shall pay the Lessor an annual rent of \$333,295.26 at the rate of \$27,746.05 per month. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

RAIT REUSS FEDERAL PLAZA, LLC
PO Box 3807
Carol Stream, IL 60132-3807"

D. Paragraph 10 of the of the SF-2 to the Lease is deleted in its entirety and replaced with the following:

"10. In accordance with SFO paragraph 4.1, Measurement of Space, the common area factor is established as 1.15813 (18,537 RSG / 16,613 ABOA SF)."

E. Paragraph 11 the of the SF-2 to the Lease is deleted in its entirety and replaced with the following"

INITIALS: _____ & _____
LESSOR LESSOR GOVT

"11. In accordance with SFO Paragraph 4.2, TAX Adjustment, the percentage of Government occupancy is established as 3.1952%. The Real Estate Tax Base is also established as \$25,211.80 per annum. The tax ID number for the property is 361-0664-113-1."

F. Paragraph 12 the of the SF-2 to the Lease is deleted in its entirety and replaced with the following"

12. In accordance with SFO Paragraph 4.3 entitled, Operating Costs, the base for operating cost adjustments, pursuant to Paragraph 4.3 (Operating Costs) of the SFO, shall be \$151,109.29 per annum. If necessary the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. This base shall be used to calculate the CPI adjustments in accordance with the original terms of the SFO.

G. Lessor, at Lessor's expense, shall construct Suite F and Suite G on a "turnkey" basis in the locations set forth on Attachment No. 2 (the "Suite F Space Plan") and Attachment No. 3 (the "Suite G Space Plan") using building standard finishes and in accordance with final mutually approved plans to be supplied by the Government (collectively, the "Tenant Improvements"). The Suite F Space Plan and the Suite G Space Plan shall be collectively referred to as the "Space Plans". Any additional costs incurred by Lessor as a result of changes to the Tenant Improvements beyond building standard finishes or revisions to the Space Plans shall be borne by the Government. Any said additional costs required in connection with the Tenant Improvements shall be paid by the Government over Years 1-5 using an interest factor of eight percent (8%). To the extent the terms of this Amendment conflict in any way with the terms of the SFO regarding tenant improvements and Lessor's construction of same, the terms of this Amendment shall supersede and govern.

H. Lessor shall move the Government from Suite 1300 in the Building to Suite F and from Suite 710 in the Building to Suite G at Lessor's sole cost and expense not to exceed a moving allowance of (1) \$3,235.50 for Suite F and (2) \$4,969.25 for Suite G (each, a "Moving Allowance"). Each "Moving Allowance" shall consist of only the following costs incurred by Lessor: furniture breakdown, moving and reassembly; relocating phone systems; and the relocation of IT cabling. Lessor shall, subject to the Government's approval, select the vendors to perform the moving of the Government to Suite F and Suite G. Lessor shall move the Government in a commercially reasonable manner consistent with similar office buildings in the City of Milwaukee. In the event the Government requires any moving assistance which (a) exceeds the applicable Moving Allowance; (b) requires Lessor use vendors not chosen by Lessor; or (c) is beyond commercially reasonable moving standards for similar office buildings in the City of Milwaukee, those costs shall be the sole responsibility of and paid by the Government over Years 1-5 using an interest factor of eight percent (8%). In the event Lessor's costs to move the Government are less than the total applicable Moving Allowance, Lessor shall retain the difference and the Government shall not be entitled to any rental abatement or credit in connection therewith. Except as specified herein, all work completed in Suite G shall be completed in accordance with Paragraph 5.12, 5.13 and 5.14 of the Lease and the [REDACTED] Service Publication 64 dated May 2007 ("Publication 64"), pages 205-210.

The following are attached and made part hereof:

- Attachment No. 1 – Leased Premises
- Attachment No. 2 – Suite F Space Plan
- Attachment No. 3 – Suite G Space Plan
- Attachment No. 4, [REDACTED] Service Publication 64 dated May 2007, pages 205-210.

IH. . Notwithstanding anything to the contrary in this Lease Amendment No. 1, the cost of [REDACTED] to install [REDACTED], [REDACTED] and beneath the finished layer of gypsum board on the exterior walls of the "File Room" of Suite G, as required in Publication 64, shall be paid by the Government via a lump sum amount.

Such payment shall be made upon mutual execution of this Lease Amendment, completion of all work and acceptance by the Government, and submission of an invoice as forth in this Lease Amendment. Lessor must submit its invoice in the amount of [REDACTED] directly to the GSA Finance Website at WWW.finance.gsa.gov, or to GSA Greater Southwest Finance Center (7BCP), PO Box 17181, Fort Worth, Texas 76102. The invoices must include the following PDN number **PS0029662**

J. Notwithstanding Paragraph 24 of the Lease, no additional broker commission and commission credits will be applied to this Lease based on the increased square footage noted in Paragraph 1 of the Lease as amended in Paragraph A of this

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

Amendment and the increased annual rent paid to the Lessor noted in Paragraph 3 of the Lease as amended in Paragraph C of this Amendment.

INITIALS: _____ & _____
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