GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2	
LEASE AMENDMENT	TO LEASE NO. GS-05B-18711	
ADDRESS OF PREMISES RAIT REUSS FEDERAL PLAZA 310 W. Wisconsin Avenue, West Tower - 9 th Floor Milwaukee, WI 53203-2264	PDN Number:	

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

whose address is: 2929 Arch Street FL 17 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 Lease to reimburse lessor for additional tenant improvement costs that were inadvertently omitted at lease commencement.

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 November 1, 2014 as follows:

All references, throughout the lease, to the Lessor's physical address shall be changed to the following:

RAIT REUSS FEDERAL PLAZA, LLC 2929 Arch Street FL 17 Philadelphia, PA 19104-2857

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Paragraphs 3 and 10 are deleted in their entirety and replaced with the following:

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
	Signa Name Title:
Entity Name: <u>RAIT REUSS YEAMAL PLAZA</u> , CLC Date: <u>9/24/14</u>	Date: 09030/14

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WITNESSED FOR THE LESSOR BY:

Signature: Name: Title: Date: 9/29/14				
Title:	Signature:			
		9/201.11	······	

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Paragraph 3 Is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor an annual rent of \$303,705.21 at the rate of \$25,308.77 per month or \$17.30 per RSF in arrears from June 1, 2014 through October 31, 2014. Effective November 1, 2014 through May 31, 2019, The Government shall pay the Lessor an annual rent of \$306,539.31 at the rate of \$25,544.94 per month or \$17.46 per RSF in arrears. In years 6-10, the Government shall pay the Lessor an annual rent of \$287,040.60 at the rate of \$23,920.05 per month or \$16.35 per RSF. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

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

10. The parties mutually agree that the actual tenant improvement allowance associated with the Government's approved scope of work is established as \$695,598.14, which is comprised of the following:

	Original Approved TI NTP	1	\$579,684.00
01	Change all carpet to CPT-2 (Alternate #1)		
02	Change Hardware on Door No. 913 (Alternate #2)		
03	Change Hardware on Door No. 914 (Alternate #3)		
04	Change Door #900A to aluminum storefront (Alternate #4)		
06	Install signage on entry door (Alternate #6)		
07	Install backboard in Room #913 - Telephone/Data		
08	Install water line for refrigerator icemaker In Room 928		
09	Add voice, data, and power receptacles		
10	Extend corridor demising walls to deck.		
11	Add VAV zone in Training Room #932		
12	Skim-coat exist. Walls after VWC removal		
13	Add power to floor boxes in Conf. Rms. 904, 912, & 926		
14	Add 5 data drops to Open Office 915		
16	Provide telephone cabling per SOW		
16	Additional charges for CO order 16		
17	Provide data cable run between LAN Rms.		
18	Added Sound Insulation in Walls		
19	Credit for Door Closer from CO No. 02		
20A	Add borrowed lite system to Conf. Rm. 904 (Opt. #1 - New)		
21	Add power & voice/data floor receptacles to Rm. 909		
22	Add power & voice/data jacks at Col. C-2		
23	Add power & voice/data jacks in Open Office #920		
24	Add 2 voice and 1 data jacks in Telephone/Data Rm. 913		
25	Add 1 voice jack in Server Rm. 914		
26	Add A/V boxes and stub-ups in TV and screen locations		
27	Add vision lites to suite entry doors		
28	Add side lites to private offices		
29	Add waterline for Refrig. Icemaker in Break Rm. 928		
30	Add can light in Common Corridor		
31	Remove lower shelving in Storage Closet #933		
32	Install kickplates and kick-down stops on Doors #922A & B		

INITIALS: LESSOF

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GOV'T

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	Total Tenant Improvement Costs:	\$695,598.14
41	n the Telephone Room No. 913	
40	Add'l Phone and Data Cabling drop in Computer Training Room No. 930	
39	Add'l Phone Line in Interview Room No. 901	
38	A/V cabling/equipment Room 930 and 932	
37	Install SVGA upgrade A/V cabling	
36	Room 929	
35	Relocate shelving Room 909	
34	Credit for deletion of entry door signage	
33	Install borrowed lite office #924	

The original tenant improvement costs of \$682,608.51 will be amortized over the firm term of five (5) years at 0.00% per annum, in the same manner as a loan having equal monthly payments of principal and interest. The resulting TI portion of the annual lease rent shall equal \$136,521.70. The additional \$12,989.63 will be amortized for 55 months at 0.00% per annum in the same manner as a loan having equal monthly payments of principal and interest. The resulting TI portion for the additional \$12,989.63 of the annual lease rent shall equal \$2,834.10.

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

INITIALS:

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