



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 3
LEASE AMENDMENT		TO LEASE NO. GS-05P-LWI19442
ADDRESS OF PREMISES: 11425 W Lake Park Drive Milwaukee WI 53224-3036		PDN Number: PS0037052

THIS AGREEMENT, made and entered into this date by and between

LSOP WI, LLC

2 Post Road West

Westport, CT 06880-4293

768 BETHLEHEM PIKE, STE 203
AMBLER, PA 19002-2657

[Handwritten signature]

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government

WHEREAS the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to issue Notice to Proceed for Lessor Change Orders 3 prepared by Paul Davis Restoration located in Exhibit 'A', and to establish the lease commencement date.

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 April 1, 2017 as follows.

- 1 The Lease Commencement Date is established as April 1, 2017 with the full term expiring on March 31, 2027.
- 2 You are hereby authorized to proceed with Somerset Properties Change Order Proposal No. 1 and attached as Exhibit 'A' (1 page) in the total amount not to exceed [REDACTED]. Total cost includes all Lessor fees overhead and profit. This re-allocation of construction costs is necessary as the items identified on Exhibit 'A' were incorrectly identified as 'Shell' costs on the TICS table (See Lease Amendments #1 and #2). These were subsequently identified as 'Tenant Improvement' costs. The re-allocated costs have been reviewed by GSA and found to be fair and reasonable.

The following change(s) are hereby approved:

	Cost
Somerset Properties Change Order #1 - Re-allocate misidentified 'Shell' Costs to 'Tenant Improvements'	[REDACTED]

This Lease Amendment contains 6 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: [REDACTED]

Title: [REDACTED]

Entity Name: [REDACTED]

Date: [REDACTED]

BARRY P. MARCUS

Senior Vice President

LSOP WI, LLC

4/10/17

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Jessie Ludwig

Lease Contracting Officer

GSA, Public Buildings Service

4/11/2017

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

William Barry

COO

4/10/17

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3. A Punch List of items to be completed was prepared after the acceptance inspection on March 31, 2017. Exhibit B' (2 pages) attached hereto. These items are to be completed no more than 30 calendar days after the acceptance date.
3. The Premises has been completed, inspected and accepted. The Government shall pay for the total Tenant Improvement Cost by amortizing \$392,184.80 over the first five (5) years of the term at an interest rate of 6.0 percent. The remaining balance of the total costs of the Tenant Improvements is \$100,693.76 (TI total cost of \$492,878.56 - TI amortization of \$392,184.80 = \$100,693.76) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space. The Total Tenant Improvement Cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

The total amount (lump sum payment) of \$100,693.76 will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

Thus far, the total one time lump sum payment that will be paid to the Lessor for PS0035060 is as follows:

Lease Amendment No.	Description	Cost
1	Notice to Proceed for TIs	
2	Change Order #1 Provide and Install RF-1 Progression VCT in rooms 108 and 118 (Paul Davis Restoration Change Order #1)	
2	Change Order #2 Provide and Install Window between Offices 111 and 112 (Paul Davis Restoration Change Order #2)	
3	Re-allocate construction costs from Shell to Tenant Improvements (Somerset Change Order #1)	
TOTAL		\$100,693.76

Regarding the lump sum payment for this project, please follow these instructions:

Upon acceptance of the TIs by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of items delivered. The invoice shall reference the PDN number PS0035060 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/>. 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:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

INITIALS

LESSOR

&

GOVT

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General Services Administration
Attn: JoAnne Ladwig, Lease Contracting Officer
230 Dearborn St. Room 3300
Chicago, IL 60604

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 # PS0037052

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

INITIALS:



LESSOR

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GOVT