GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-05B-18706
ADDRESS OF PREMISES  RAIT REUSS FEDERAL PLAZA, LLC  310 W. Wisconsin Avenue, West Tower 3 <sup>rd</sup> Floor  Milwaukee, WI 53203-2264	PDN Number: PS0027568

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:

WHEREAS, the parties hereto desire to amend the above Lease

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

**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 September 1, 2013.

### 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, 2026. The Government may terminate this lease in whole or in part any time after August 31, 2023 by giving at least 90 days' notice in writing to the Lessor. "

\*Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA FORM 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

This Lease Amendment contains 2 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: CRY Common Service CL C Date: 12-13	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:				
WITNES					
Signatur Name: Title: Si- Pia ( 4 8thate Manager) Date: 12-12-13					

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

"3. The Government shall pay the Lessor annual rent as follows:

	Shell Rent	Operating Costs	Taxes	Amortized TIs	Annual Rent	Monthly Rent	Rate/ RSF
Years 1-10	\$182,028.10	\$216,078.96	43,401.28	\$35,618.02	\$477,126.36	\$39,760.53	\$16.43
Year 11-13	\$215,454.56	\$216,078.96	43,401.28	\$0.00	\$474,934.80	\$39,577.90	\$16.35

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"

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

"4. The Government may terminate this lease in whole or in part at any time after August 31, 2023 by giving at least 90 days' notice in writing to the Lessor, and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

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

"10. The parties mutually agree that the actual tenan work is established as \$360,159.17, which is compr	t improvement costs associated with the Government's approved scop sed of the following:	oe c
Original Approved TI NTP: Change Order for Wall Reinforcement Change Order Deduct for LAN Room Finishes	\$356,693.17	
Total Tenant Improvement Costs:	\$360,159.17	

The Government has elected to pay of the TI cost in a lump sum payment. The remaining tenant improvement allowance of \$356,180.17 will be amortized over the firm term of ten (10) 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 \$35,618.02.

#### Paragraph 25 is deleted in its entirety and replaced with the following:

	.5, Broker Commission and Commission Credit, Jones Lang LaSalle ("JLL") is	
마일 (2. 전경 U.S.) (1. 전경 U.S.) (1. 전경 U.S.) (1. 전 U.S.) (1. 전 U.S.) (1. 전 U.S.) (1. U.S	GSA in connection with this Lease transaction. The Lessor and JLL have agree	
a cooperating Lease commissions of	of the aggregate lease value of the firm term ("commission"). The t	total
amount of the Commission is	. This commission is earned upon Lease execution and payable (i) one-half (	(1/2)
when the Lease is fully executed and (ii) the	ne balance upon the earlier of Tenant's occupancy of the premises pursuant to	the
Lease of the commencement date of the Le	ease. Due to the Commission Credit described in Paragraph 2.5, only	of
the Commission, will be payable to Jone	s Lang LaSalle when the Lease is awarded. The remaining of	the
Commission ("Commission Credit") shall b	be credited to the shell rental portion of the annual rental payments due and ov	wing
shall be reduced to fully recapture this Cor	mmission Credit. The reduction in shell rent shall commence with the first mont	th of
	credit has been fully recaptured. The monthly rent schedule for the firm term is	
follows:	5.000 - 1.000	

Continued on Page 3

INITIALS:	AN	&	
	LESSOR		GOV'T

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$39,760.53	\$18,785.78		
2	\$39,760.53	\$18,785.78		
3	\$39,760.53	\$18,785.78		
4	\$39,760.53	\$18,785.78		
5	\$39,760.53	\$18,785.78		
6	\$39,760.53	\$18,785.78		
7-120	\$39,760.53	\$18,785.78	\$0.00	\$39,760.53

#### Paragraph 26 is hereby added:

"26.	The parties mutually	agree that the	actual tenan	t improvement	costs associa	ated with the (	Government's	approved	scope of
	work is established as	\$360,159.17.							

The Government has elected to pay of the TI cost in a lump sum payment. The remaining tenant improvement allowance of \$356,180.17 will be amortized over the firm term of ten (10) years at 0.00% per annum, in the same manner as a loan having equal monthly payments of principal and interest.

To submit for payment of the lump sum payment, Lessor agrees that the invoice shall be printed on the same letterhead as the named on the lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PDN: PS0027568 and shall be sent electronically to the GSA finance Website at <a href="http://www.finance.gsa.gov/defaultexternal.asp">http://www.finance.gsa.gov/defaultexternal.asp</a>. 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: Al Broholm 230 S. Dearborn Street, 33<sup>rd</sup> Floor Chicago, IL 60604

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 PS0027568 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 are in full force and effect.

INITIALS: & GOV'T