GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1	
	TO LEASE NO. GS-05B-18710	
LEASE AMENDMENT		
ADDRESS OF PREMISES  RAIT REUSS FEDERAL PLAZA, LLC	PDN Number:	
310 W. Wisconsin Avenue, 5 <sup>th</sup> Floor		

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

3. The Government shall pay the Lessor an annual rent of \$125,641.48 at the rate of \$10,470.12 per month or \$23.48 per RSF in arrears for Years 1-5. In years 6-10, the Government shall pay the Lessor an annual rent of \$125,641.48 at the rate of \$10,470.12 per month or \$23.48 per RSF. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

#### Continued on Page 2

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:	FOR THE GOVERNMENT:	
Signature:  Name:  Toe We  Title:  Entity Name: KAIT Reuss Federal MAEA, LLC  Date:  Date:	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:	

WITNES	SED FOR THE LESSOR BY:	
Signatur		
Name:		1
Title:	MUUSSA UIM	0
Date:	10/28/13	

## 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, 2018 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 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 \$203,661.81 (\$43.77 per ABOA x 4,653 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.

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

25. In accordance with SFO paragraph 2.5, Broker Commission and Commission Credit, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commissions of the aggregate lease value of the firm term ("commission"). The 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 balance upon the earlier of Tenant's occupancy of the premises pursuant to the Lease of the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only which is \_\_\_\_\_\_\_ of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded.

The remaining which is of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$10,470.12	\$3,455.39		
2	\$10,470.12	\$3,455.39		
3	\$10,470.12	\$3,455.39		
4	\$10,470.12	\$3,455.39		
5-60	\$10,470.12	\$3,455.39	\$0	\$10,470.12

#### The following paragraph is hereby added as Paragraph 26 to establish the lump-sum tenant improvement costs:

26. The parties mutually agree that the actual tenant improvement allowance associated with the Government's approved scope of work is established as \$203,661.81, which is comprised of the following:

Original SCORE TI Cost:
Original SBA TI Cost:
Change Order #1: SCORE Door Hardware

Change Order #2: SBA Logo

Change Order #3: SBA Voice and Data Cabling
Change Order #4: SBA Door #516 Door Closure
Change Order #6: Additional Electrical and Phone Work

Change Order #7: Additional Data and Electrical for Printer

Total Tenant Improvement Cost:

\$ 32,341.00

\$ 161,675.01

\$ 211,330.70

Continued on page 3

INITIALS:

LESSOR

&

FOUT GOV'T The Government has elected to pay \$7,668.89 of the TI cost in a lump sum payment upon the completion and acceptance by the Government. The remaining tenant improvement allowance of \$203,661.81 (\$43.77 per ABOA SF over 4,653 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 Amendment.

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 PS00 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: 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 PS00 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.

NITIALS: