

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 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:

- 1) Revise the physical address of the Lessor; and
- 2) Establish the rent commencement date; and
- 3) Establish the total annual rent amount; and
- 4) Establish the firm term; and
- 5) Establish the total Tenant Improvement cost; and
- 6) Final commission and commission credit.

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 June 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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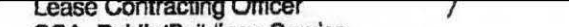
This Lease Amendment contains 3 pages.

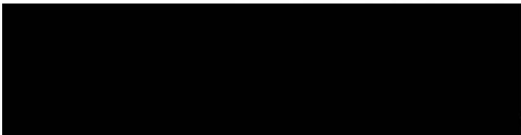
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

Signature: 
Name: 
Title: Director
Entity Name: Rait Commercial
Date: 6/10/14

FOR THE GOVERNMENT

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/11/14


Title: Senior Property Manager
Date: 6/10/14

Paragraphs 2 and 4 are deleted in their entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term effective June 1, 2014 through May 31, 2024. The Government may terminate this lease in whole or in part any time after May 31, 2019 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 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 for Years 1-5. 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 \$682,608.51, which is comprised of the following:

	Original Approved TI NTP
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 [REDACTED] SOW
17	Provide data cable run between [REDACTED] 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

INITIALS: *JW* & *LON*
 LESSOR & GOVT

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	
33	Install borrowed lite office #924	
34	Credit for deletion of entry door signage	
35	Relocate shelving Room 909	
36	[REDACTED]	
37	Install SVGA upgrade A/V cabling	
38	A/V cabling/equipment Room 930 and 932	
39	Add'l Phone Line in [REDACTED] Interview Room No. 901	
40	Add'l Phone and Data Cabling drop in Computer Training Room No. 930	
41	[REDACTED] in the Telephone Room No. 913	
Total Tenant Improvement Costs:		\$682,608.51

The 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.

Paragraph 26 is deleted in its entirety and replaced with the following:

26. In accordance with SFO paragraph 2.5, Broker Commission and Commissions 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 commission of [REDACTED] of the aggregate lease value of the firm term ("Commission"). The total amount of the Commission is [REDACTED]. 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 or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED] will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] 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
1-9	\$ 25,308.77	\$ 3,839.83	[REDACTED]	[REDACTED]
11-60	\$ 25,308.77	\$ 3,839.83	[REDACTED]	[REDACTED]

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

INITIALS: [Signature] & [Signature]
 LESSOR & GOVT