

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 11/29/12	LEASE NO. GS-05B-18704
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THIS LEASE, made and entered into this date by and between

RAIT REUSS FEDERAL PLAZA, LLC

whose address is **310 W. Wisconsin Avenue, Suite 1450
Milwaukee, WI 53203-2264**

and whose interest in the property hereinafter described is that of OWNER

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
 - A. A total of 15,570 rentable square feet (RSF), consisting of 13,954 ANSI/BOMA Office Area square feet (ABOA) of space located on the eleventh floor at 310 W. Wisconsin Avenue, Milwaukee, WI 53203. The space will be separated into five suites, defined as:
 - o Suite A: 6,728 RSF / 6,030 ABOA
 - o Suite B: 3,113 RSF / 2,790 ABOA
 - o Suite C: 2,418 RSF / 2,167 ABOA
 - o Suite D: 1,779 RSF / 1,594 ABOA
 - o Suite E: 1,532 RSF / 1,373 ABOA
 - The space is identified on Attachment F – Floor Plan, and is to be used for such purposes as determined by the General Services Administration.
 - B. Twelve (12) structured parking spaces located at 310 W. Wisconsin Avenue included in the rent.
 - C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.115809.
 - D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 2.6838%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, and beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Occupancy is required 60 working days after the Lease Contracting Officer issues the Tenant Improvement Notice to Proceed. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor an annual rent of \$279,917.24 at the rate of \$23,326.44 per month or \$17.98 per RSF in arrears for Years 1-5. In years 6-10, the Government shall pay the Lessor an annual rent of \$279,917.24 at the rate of \$23,326.44 per month or \$17.98 per RSF. 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

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

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

The Lessor shall furnish to the Government, as part to the rental consideration, the following:

All services, utilities, and maintenance of the building and parking lot. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.

6. The following are attached and made a part hereof:

- A. Attachment to Standard Form 2 consisting of 2 pages;
- B. Solicitation for Offers GS-05B-18704 dated 06/26/2011, consisting of 54 pages;
- C. Specific Requirements Report for [REDACTED], dated September 14, 2010, consisting of 70 pages;
- D. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 06/08), consisting 33 pages;
- E. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 7 pages;
- F. Floor plan showing the entirety of the space on the 11th floor to be occupied by the tenant, consisting of 1 page;

7. The following changes were made in this lease prior to its execution:

PARAGRAPH 5 ABOVE WAS DELETED.

ies hereto have hereunto subscribed their names as of the date first above written.

[REDACTED] PLAZA, LLC

NAME OF SIGNER

Joseph Weirick

1 Avenue Milwaukee WI 53203

NAME OF SIGNER

Melissa M.K. Ulin

NAME OF SIGNER

LINDA HATTERSLEY

OFFICIAL TITLE OF SIGNER

LEASE CONTRACTING OFFICER

SIGNATURE

8. The award date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's final proposal revision dated August 24, 2012, submitted by the Lessor under Solicitation for Offers GS-05B-18704. This lease reflects the terms and conditions of the accepted final proposal revision.
9. In accordance with the SFO paragraph 3.2 entitled, *Tenant Improvements Included in Offer*, the Lessor agrees to provide up to \$209,310.00 (\$15.00 per ABOA x 13,954 ABOA SF) toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 0.0% over 60 months which equates to \$2.69 per RSF. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 0.0%. The refund shall be a credit to base rent equally amortized for the first 60 months of the firm term.
- Fees applicable to Tenant Improvements shall not exceed:
- General Conditions fee of seven (7) percent of project cost
 - General Contractors fee of four (4) percent of project cost
 - Architectural/Engineering fee of \$1.50 per ABOA square foot
 - Lessor Project Management Fees of four (4) percent of project cost
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.115809 (15,570 RSF / 13,954 ABOA SF).
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 2.6835%. The Real Estate Tax Base is also established as \$21,176.44 per annum, or \$1.36 per RSF. The tax parcel ID number for the property is 361-0664-113-1.
12. In accordance with SFO paragraph 4.3 entitled, *Operating Costs*, the base is established as \$126,928.24 per annum, \$8.15 per rentable square foot, based on the Government's occupied space 15,570 RSF on the eleventh floor. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Operating Costs are subject to escalation pursuant to SFO Paragraph 4.3(A)(4).
13. In accordance with SFO paragraph 4.4 entitled, *Adjustment for Vacant Premises*, the adjustment is established as \$1.75 per ABOA SF for vacant space. Partial vacancy shall not effectuate an adjustment.
14. In accordance SFO paragraph 4.6 entitled, *Overtime Usage*, the rate for overtime usage is established as \$35.00 per hour. The Government does not require 24-hour HVAC, as such; this lease does not include costs associated with any 24-hour HVAC.
15. The total net ABOA square foot area referred to in Paragraph 1 of this lease is subject to adjustment but may not exceed the maximum limitation, nor the minimum ABOA square foot requirement defined in the Solicitation for Offers. Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$20.06 per ABOA square foot per annum. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum ABOA square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
16. 310 W. Wisconsin Avenue is owned by RAIT Reuss Federal Plaza, LLC with Joseph T. Weirick, as agent to the owner having signatory authority.
17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232 -76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
18. The Lessor is a small business, not a woman-owned business or a veteran-owned business concern. The Tax Identification Number is [REDACTED] Its DUNS number is 807413682.
19. The Lessor completed the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.

INITIALS:


LESSOR

&


GOV'T

20. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and the Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
21. The Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (GSA). All questions pertaining to this lease should be referred to the Contacting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Contracting Officer
22. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only not as an individual.
23. Lessor shall perform alterations to the space according to approved construction drawings. The Lessor will complete alterations within 60 working days after receiving the Notice to Proceed and fully approved construction documents from the Government. (Please refer to Form B, document Security Form, for procedures that must be followed in reference to Government drawings). Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and the Government has inspected and accepted the space and it is free of safety hazards.
24. 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 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] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] 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	\$ 23,326.44	\$ 9,260.59		
2	\$ 23,326.44	\$ 9,260.59		
3	\$ 23,326.44	\$ 9,260.59		
4	\$ 23,326.44	\$ 9,260.59		
5-60	\$ 23,326.44	\$ 9,260.59	\$ -	\$ 23,326.44

[Handwritten Signature]