

LEASE NO. GS-04B-62051

Streamlined Lease
GSA FORM L201B (SEPT 2011)

This Lease is made and entered into between

HIGHWOODS REALTY LIMITED PARTNERSHIP

("the Lessor"), whose principal place of business is 3111 W DR MARTIN LUTHER KING BLVD, SUITE 300, TAMPA, FL 33607-6233, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

4200 CYPRESS, 4200 W. CYPRESS STREET, SUITE 444, TAMPA, FL 33609-4168

and more fully described in Section 1 and Exhibit E, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

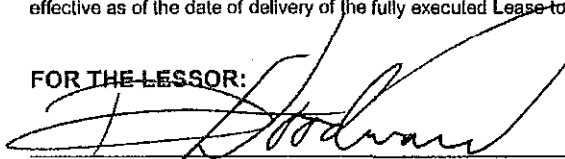
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

TEN (10) Years, FIVE (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:



Name: Daniel E. Woodward

Title: Vice President

Date: 06/14/2012

FOR THE GOVERNMENT:



James P. Thompson

Lease LCO

Date: 6/19/2012

WITNESSED BY:



Name: Laurie Alden

Title: Director of Leasing

Date: 06/14/2012

TABLE OF CONTENTS **STREAMLINED LEASE**

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	5
1.01	THE PREMISES (AUG 2011)	5
1.02	EXPRESS APPURTENANT RIGHTS (AUG 2011)	5
1.03	RENT AND OTHER CONSIDERATION (AUG 2011)	5
1.04	INTENTIONALLY DELETED	6
1.05	TERMINATION RIGHTS (AUG 2011)	6
1.06	INTENTIONALLY DELETED	6
1.07	DOCUMENTS INCORPORATED BY REFERENCE (AUG 2011)	6
1.08	TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)	6
1.09	INTENTIONALLY DELETED (STREAMLINED) (SEPT 2011)	6
1.10	TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)	6
1.11	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)	7
1.12	OPERATING COST BASE (AUG 2011)	7
1.13	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)	7
1.14	HOURLY OVERTIME HVAC RATES (AUG 2011)	7
1.15	24-HOUR HVAC REQUIREMENT (APR 2011)	7
1.16	INTENTIONALLY DELETED	7
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	8
2.01	DEFINITIONS AND GENERAL TERMS (AUG 2011)	8
2.02	AUTHORIZED REPRESENTATIVES (AUG 2011)	8
2.03	WAIVER OF RESTORATION (APR 2011)	9
2.04	INTENTIONALLY DELETED	9
2.05	CHANGE OF OWNERSHIP (APR 2011)	9
2.06	REAL ESTATE TAX ADJUSTMENT (AUG 2011)	9
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	11
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	11
2.09	FINANCIAL AND TECHNICAL CAPABILITY (AUG 2011)	11
2.10	INTENTIONALLY DELETED	12
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	13
3.01	INTENTIONALLY DELETED (STREAMLINED)	13
3.02	WORK PERFORMANCE (AUG 2011)	13
3.03	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	13
3.04	INTENTIONALLY DELETED (STREAMLINED)	13
3.05	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)	13
3.06	INTENTIONALLY DELETED (STREAMLINED)	13
3.07	WOOD PRODUCTS (AUG 2008)	13
3.08	ADHESIVES AND SEALANTS (AUG 2008)	14
3.09	BUILDING SHELL REQUIREMENTS (APR 2011)	14
3.10	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)	14
3.11	QUALITY AND APPEARANCE OF BUILDING (APR 2011)	14
3.12	VESTIBULES (APR 2011)	14
3.13	MEANS OF EGRESS (AUG 2011)	14
3.14	AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2011)	15
3.15	FIRE ALARM SYSTEM (AUG 2011)	15
3.16	ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011)	15
3.17	ELEVATORS (AUG 2011)	15
3.18	BUILDING DIRECTORY (APR 2011)	16
3.19	INTENTIONALLY DELETED	16
3.20	DEMOLITION (AUG 2011)	16
3.21	ACCESSIBILITY (FEB 2007)	16
3.22	CEILINGS (AUG 2011)	16
3.23	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (AUG 2011)	17
3.24	DOORS: IDENTIFICATION (APR 2011)	17
3.25	WINDOWS (APR 2011)	17
3.26	PARTITIONS: GENERAL (APR 2011)	17
3.27	PARTITIONS: PERMANENT (APR 2011)	17
3.28	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	17
3.29	WALL FINISHES (AUG 2011)	17
3.30	PAINTING (AUG 2011)	18
3.31	FLOORS AND FLOOR LOAD (AUG 2011)	18
3.32	FLOOR COVERING AND PERIMETERS (AUG 2011)	18
3.33	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	18
3.34	BUILDING SYSTEMS (APR 2011)	18
3.35	ELECTRICAL (APR 2011)	18

3.36	INTENTIONALLY DELETED	19
3.37	PLUMBING (APR 2011)	19
3.38	DRINKING FOUNTAINS (APR 2011)	19
3.39	TOILET ROOMS (APR 2011)	19
3.40	JANITOR CLOSETS (APR 2011)	19
3.41	HEATING VENTILATION AND AIR CONDITIONING (APR 2011)	19
3.42	HEATING AND AIR CONDITIONING (APR 2011)	19
3.43	VENTILATION (AUG 2011)	20
3.44	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	20
3.45	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	20
3.46	LIGHTING: INTERIOR AND PARKING (DEC 2010)	20
3.47	ACOUSTICAL REQUIREMENTS (SEP 2009)	21
3.48	INTENTIONALLY DELETED (STREAMLINED)	21
3.49	INTENTIONALLY DELETED (STREAMLINED)	21
3.50	INTENTIONALLY DELETED (STREAMLINED)	21
3.51	INTENTIONALLY DELETED (STREAMLINED)	21
3.52	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	21
3.53	INTENTIONALLY DELETED	22
3.54	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)	22
3.55	ACCESS TO UTILITY AREAS (NOV 2005)	22
3.56	MECHANICAL AREAS AND BUILDING ROOFS (AUG 2011)	22
3.57	ACCESS TO BUILDING INFORMATION (NOV 2005)	22
3.58	IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)	23
3.59	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)	23
3.60	EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)	23
3.61	INTENTIONALLY DELETED	23
3.62	INTENTIONALLY DELETED	23
3.63	INTENTIONALLY DELETED	23
3.64	INTENTIONALLY DELETED	23

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES..... 24

4.01	SCHEDULE FOR COMPLETION OF SPACE (AUG 2011)	24
4.02	CONSTRUCTION DOCUMENTS (APR 2011)	25
4.03	INTENTIONALLY DELETED	25
4.04	INTENTIONALLY DELETED	25
4.05	GREEN LEASE SUBMITTALS (SEP 2011)	25
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	26
4.07	PROGRESS REPORTS (APR 2011)	26
4.08	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011)	26
4.09	CONSTRUCTION INSPECTIONS (APR 2011)	26
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (AUG 2011)	26
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (APR 2011)	27
4.12	AS-BUILT DRAWINGS (APR 2011)	27
4.13	INTENTIONALLY DELETED	27

SECTION 5 TENANT IMPROVEMENT COMPONENTS..... 28

5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (AUG 2011)	28
5.02	FINISH SELECTIONS (STREAMLINED) (AUG 2011)	28
5.03	WINDOW COVERINGS (SEP 2009)	28
5.04	DOORS: SUITE ENTRY (AUG 2011)	28
5.05	DOORS: INTERIOR (AUG 2011)	28
5.06	DOORS: HARDWARE (DEC 2007)	28
5.07	DOORS: IDENTIFICATION (SEP 2000)	29
5.08	PARTITIONS: SUBDIVIDING (SEP 2009)	29
5.09	WALL FINISHES (APR 2011)	29
5.10	PAINTING (APR 2011)	29
5.11	FLOOR COVERINGS AND PERIMETERS (AUG 2011)	30
5.12	HEATING AND AIR CONDITIONING (APR 2011)	30
5.13	ELECTRICAL: DISTRIBUTION (AUG 2011)	31
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (AUG 2011)	31
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	31
5.16	DATA DISTRIBUTION (STREAMLINED) (SEPT 2011)	31
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (STREAMLINED) (SEPT 2011)	31
5.18	LIGHTING: INTERIOR AND PARKING (STREAMLINED) (AUG 2011)	32

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 33

6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AUG 2011)	33
6.02	UTILITIES (APR 2011)	33

6.03	INTENTIONALLY DELETED	33
6.04	HEATING AND AIR CONDITIONING (AUG 2011).....	33
6.05	OVERTIME HVAC USAGE (AUG 2011).....	33
6.06	JANITORIAL SERVICES (AUG 2011)	33
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	34
6.08	SELECTION OF PAPER PRODUCTS (APR 2011)	34
6.09	INTENTIONALLY DELETED	34
6.10	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011).....	34
6.11	MAINTENANCE OF PROVIDED FINISHES (SEPT 2011).....	35
6.12	ASBESTOS ABATEMENT (APR 2011)	35
6.13	ONSITE LESSOR MANAGEMENT (APR 2011).....	35
6.14	SCHEDULE OF PERIODIC SERVICES (APR 2011).....	35
6.15	INTENTIONALLY DELETED (STREAMLINED)	35
6.16	LANDSCAPE MAINTENANCE (APR 2011).....	35
6.17	RECYCLING (DEC 2007)	35
6.18	INTENTIONALLY DELETED	36
6.19	INTENTIONALLY DELETED	36
6.20	INDOOR AIR QUALITY (DEC 2007).....	36
6.21	RADON IN AIR (AUG 2008)	36
6.22	INTENTIONALLY DELETED	36
6.23	RADON IN WATER (AUG 2008)	36
6.24	HAZARDOUS MATERIALS (OCT 1996)	37
6.25	MOLD (AUG 2008)	37
6.26	OCCUPANT EMERGENCY PLANS (APR 2011).....	37
6.27	INTENTIONALLY DELETED	37
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		38
7.01	MODIFIED CLAUSES	38
7.02	ADDITIONAL SECURITY STANDARDS – ISC LEVEL II	38

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 5,621 rentable square feet (RSF), yielding 4,888 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.149959%, located on the 4th floor(s) and known as Suite(s) 444, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit C.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 30 unreserved structured parking spaces parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. THIS PARAGRAPH WAS INTENTIONALLY DELETED.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable monthly installments in arrears, at the following rates:

	FIRM TERM: YEARS 1 – 5		NON FIRM TERM: YEARS 6 – 10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 91,060.20	\$ 16.20	\$106,630.37	\$ 18.97
TENANT IMPROVEMENTS RENT ¹	\$ 45,672.92	\$ 8.13 ³	\$ 00.00	\$00.00 ³
OPERATING COSTS	\$ 27,318.06	\$4.86	\$ 27,318.06	\$4.86
BUILDING SPECIFIC SECURITY ²	\$ 2,417.03	\$.43 ³	\$ 00.00	\$00.00 ³
TOTAL ANNUAL RENT	\$166,468.21	\$ 29.62	\$ 133,948.43	\$23.83

¹The Tenant Improvements Allowance is amortized at a rate of 6.75 percent per annum over five (5) years.

²Building Specific Security Costs are amortized at a rate of 6.75 percent per annum over five (5) years.

³Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 4,888 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0.00 per parking space per month.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after the firm term of this Lease by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (AUG 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
THIS FORM L201B, LEASE NO. GS-04B-62051	39	--
GSA FORM 3517B, GENERAL CLAUSES	48	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	4	B
FLOOR PLAN AND SITE PLAN (S)	2	C
SMALL BUSINESS SUBCONTRACTING PLAN, IF APPLICABLE	6	D
BUILDING RULES AND REGULATIONS	3	E

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

TENANT IMPROVEMENT PRICING BASED ON TENANT IMPROVEMENT ALLOWANCE (TIA) (STREAMLINED) (JUL 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$39,55896** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of **6.75** percent.

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either

1. Reduce the TI requirements.
2. Pay lump sum for the overage upon completion and acceptance of the improvements.
3. Increase the rent according to the negotiated amortization rate over the firm term of the Lease.

1.09 INTENTIONALLY DELETED (STREAMLINED) (SEPT 2011)

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

For pricing TI costs as defined herein, the following rates shall apply for the initial build-out of the Space, and alterations of the Space subsequent to Acceptance:

	INITIAL BUILD-OUT	POST-ACCEPTANCE ALTERATIONS
Architect/Engineer Fees (per ABOA SF or % of Construction Costs)	9.00%	N/A
Lessor's Project Management Fee (% of Construction Costs)	6.00%	N/A
General Contractor Fee (% of total subcontractors cost)	7.00%	N/A
General Conditions (% of total subcontractors cost)	9.00%	N/A

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" clause of this lease is 2.55 percent. The percentage of occupancy is derived by dividing the total Government space of 5,621 RSF by the total building space of 220,245 rentable square feet.

The real estate tax base, as defined in the "Real Estate Tax Adjustment" clause of the Lease is \$1.86 per rentable square foot.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment Included in Offer" that the Lessor's base rate for operating costs shall be \$4.86 per rentable sq. ft (\$27,318.06/annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$13.00 per hour per zone

No. of zones: To be determined pending completion of the tenant improvements

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor, and separately metered, at the actual annual rate per ABOA SF of the area receiving the 24-hour HVAC. Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.16 INTENTIONALLY DELETED