

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the lease document.

This Lease is made and entered into between

Lessor's Name PT Associates, LP., a Delaware Limited Partnership, By: SAP IV Park Tower NF GP LLC, a Delaware Limited Liability Company, its general partner, By: SAP IV Manager, Inc., a Delaware Corporation, its manager

("the Lessor"), whose principal place of business is 311 Park Place Blvd, Suite 600, Clearwater, FL 33759, 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

Park Tower, 400 N. Tampa Street, Suite 1360 13th Floor, Tampa, Florida 33602-4719

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

LEASE TERM

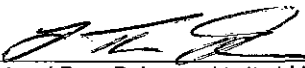
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Five Years, Three 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, **February 15, 2012**, 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. **Tenant acknowledges accepting the space and is already in possession.**

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:


PT Associates, LP., a Delaware Limited Liability Partnership, by SAP IV Park Tower NF GP LLC, a Delaware Limited Liability Company, its General Partner, by SAP IV Manager, Inc. a Delaware Corporation, its Manager

Name: L. Thomas Osterman

Title: Executive VP

Date: 3/19/12

FOR THE GOVERNMENT:

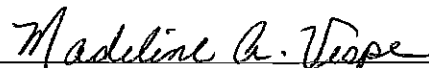


GLYNDA M. GRIEVE

Lease Contracting Officer

Date: 3/23/2012

WITNESSED BY:



Name: Madelaine A. Vespe

Title: EXECUTIVE ASSIST - PROPERTY DEPT.

Date: 3/19/12

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	4
1.01	THE PREMISES (SIMPLIFIED) (AUG 2011)	4
1.02	EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)	5
1.03	RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)	5
1.04	BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011)	5
1.05	TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)	5
1.06	RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)	5
1.07	DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (DEC 2011)	5
1.08	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)	5
1.09	OPERATING COST BASE (SIMPLIFIED) (AUG 2011)	5
1.10	ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011) INTENTIONALLY DELETED	6
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	6
2.01	DEFINITIONS AND GENERAL TERMS (AUG 2011)	6
2.02	AUTHORIZED REPRESENTATIVES (AUG 2011)	7
2.03	WAIVER OF RESTORATION (APR 2011)	7
2.04	PAYMENT OF BROKER (SIMPLIFIED) (AUG 2011) INTENTIONALLY DELETED	7
2.05	CHANGE OF OWNERSHIP (APR 2011)	7
2.06	REAL ESTATE TAX ADJUSTMENT (AUG 2011)	7
2.07	ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)	9
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	9
2.09	FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (APR 2011)	9
2.10	DEFAULT BY LESSOR (SIMPLIFIED) (APR 2011)	10
2.11	INTEGRATED AGREEMENT (SIMPLIFIED) (APR 2011)	10
2.12	MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)	10
2.13	CHANGES (SIMPLIFIED) (SEPT 2011)	10
2.14	COMPLIANCE WITH APPLICABLE LAW (SIMPLIFIED) (APR 2011)	11
2.15	CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2011)	11
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	11
3.01	WORK PERFORMANCE (AUG 2011)	11
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	12
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	12
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)	12
3.05	INTENTIONALLY DELETED (SIMPLIFIED) (AUG 2008)	12
3.06	WOOD PRODUCTS (AUG 2008)	12
3.07	ADHESIVES AND SEALANTS (AUG 2008)	12
3.08	BUILDING SHELL REQUIREMENTS (APR 2011)	13
3.09	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (SEPT 2011)	13
3.10	QUALITY AND APPEARANCE OF BUILDING (APR 2011)	13
3.11	VESTIBULES (APR 2011)	13
3.12	MEANS OF EGRESS (AUG 2011)	13
3.13	AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2011)	13
3.14	FIRE ALARM SYSTEM (AUG 2011)	14
3.15	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	14
3.16	ELEVATORS (SIMPLIFIED) (AUG 2011)	14
3.17	DEMOLITION (SIMPLIFIED) (AUG 2011)	15
3.18	ACCESSIBILITY (FEB 2007)	15
3.19	CEILINGS (SIMPLIFIED) (DEC 2011)	15
3.20	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (AUG 2011)	15
3.21	WINDOWS (SIMPLIFIED) (AUG 2011)	15
3.22	PARTITIONS: PERMANENT (APR 2011)	15
3.23	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	15
3.24	PAINTING (AUG 2011)	16
3.25	FLOORS AND FLOOR LOAD (AUG 2011)	16
3.26	FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (AUG 2011)	16
3.27	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	16
3.28	ELECTRICAL (SIMPLIFIED) (SEPT 2011)	16
3.29	ADDITIONAL ELECTRICAL CONTROLS (APR 2011)	16
3.30	PLUMBING (APR 2011)	16
3.31	DRINKING FOUNTAINS (APR 2011)	17
3.32	TOILET ROOMS (DEC 2011)	17
3.33	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	17
3.34	HEATING VENTILATION AND AIR CONDITIONING (SIMPLIFIED) (APR 2011)	17
3.35	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)	18

3.36	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (SEPT 2011)	18
3.37	LIGHTING: INTERIOR AND PARKING (SIMPLIFIED) (SEPT 2011)	18
3.38	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	18

SECTION 4	DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES	19
4.01	SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (AUG 2011)	19
4.02	GREEN LEASE SUBMITTALS (SIMPLIFIED) (AUG 2011)	19
4.03	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)	20
4.04	ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED) (APR 2011)	20
4.05	CONSTRUCTION INSPECTIONS (APR 2011)	20
4.06	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (AUG 2011)	20
4.07	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (SEPT 2011)	20
4.08	AS-BUILT DRAWINGS (APR 2011)	20

SECTION 5	TENANT IMPROVEMENT COMPONENTS	21
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (AUG 2011)	21
5.02	FINISH SELECTIONS (SIMPLIFIED) (SEPT 2011)	21
5.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)	21
5.04	DOORS: SUITE ENTRY (AUG 2011)	21
5.05	DOORS: INTERIOR (AUG 2011)	21
5.06	DOORS: HARDWARE (DEC 2007)	21
5.07	DOORS: IDENTIFICATION (SIMPLIFIED) (AUG 2011)	21
5.08	PARTITIONS: SUBDIVIDING (SIMPLIFIED) (AUG 2011)	21
5.09	WALL FINISHES (SIMPLIFIED) (AUG 2011)	22
5.10	PAINTING (APR 2011)	22
5.11	FLOOR COVERINGS AND PERIMETERS (AUG 2011)	22
5.12	HEATING AND AIR CONDITIONING (APR 2011)	23
5.13	ELECTRICAL: DISTRIBUTION (APR 2011)	23
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)	23
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	24
5.16	DATA DISTRIBUTION (SIMPLIFIED) (SEPT 2011)	24
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SIMPLIFIED) (SEPT 2011)	24
5.18	LIGHTING: INTERIOR AND PARKING (SEPT 2011)	24

SECTION 6	UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	24
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AUG 2011)	24
6.02	UTILITIES (APR 2011)	25
6.03	UTILITIES SEPARATE FROM RENTAL (SIMPLIFIED) (SEP 2011)	25
6.04	UTILITY CONSUMPTION REPORTING (SEP 2011)	25
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	25
6.06	OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)	25
6.07	JANITORIAL SERVICES (SEPT 2011)	25
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	26
6.09	SELECTION OF PAPER PRODUCTS (APR 2011)	26
6.10	SNOW REMOVAL (APR 2011)	26
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (APR 2011)	27
6.12	MAINTENANCE OF PROVIDED FINISHES (DEC 2011)	27
6.13	ASBESTOS ABATEMENT (APR 2011)	27
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	27
6.15	SCHEDULE OF PERIODIC SERVICES (SIMPLIFIED) (APR 2011)	27
6.16	LANDSCAPE MAINTENANCE (APR 2011)	27
6.17	RECYCLING (SIMPLIFIED) (SEPT 2011)	27
6.18	INDOOR AIR QUALITY (DEC 2007)	28
6.19	RADON IN AIR (AUG 2008)	28
6.20	RADON IN WATER (AUG 2008)	28
6.21	HAZARDOUS MATERIALS (OCT 1996)	28
6.22	MOLD (SIMPLIFIED) (SEPT 2011)	28
6.23	OCCUPANT EMERGENCY PLANS (APR 2011)	29

SECTION 7	ADDITIONAL TERMS AND CONDITIONS	29
------------------	--	-----------

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01	THE PREMISES (SIMPLIFIED) (AUG 2011)
------	--------------------------------------

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 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: Parking shall be provided as described, Proposal to Lease Space, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011)-INTENTIONALLY DELETED

A. [None.] ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission to the Broker is \$XX and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only a portion of the Commission, will be payable to [None] with the remaining portion, which is the "Commission Credit", to be credited to the initial rental payments due and owing under this Lease. Beginning with the first month's rent due, the reduction shall be taken in equal monthly amounts over the fewest number of months until the credit has been fully recaptured. The exact amount of the Commission Credit and the schedule for adjusted Monthly Rent payments will be determined following Lease Award and documented in a Lease Amendment.

1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, effective after the firm term of this Lease by providing not less than 90 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. The right of termination shall expire 120 days after the last day of the firm term.

1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for a term of 0 YEARS at the rental rate(s) set forth on Form 1364A, provided notice is given to the Lessor at least 60 days before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (DEC 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A)	28	
Agency Specific Requirements, Dated	0	
Additional Security Requirements	0	
Security Unit Price List	0	
Representations and Certifications (GSA Form 3518A)		
Floor Plan Delineating the Premises	0	
Amendments to RLP No.	0	

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 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 .69% percent.

1.09 OPERATING COST BASE (SIMPLIFIED) (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs is \$7.87 per rentable square foot.

1.10 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)-INTENTIONALLY DELETED

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. _____
- B. _____
- C. _____

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (AUG 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Common Area Factor. The Common Area Factor is a conversion factor determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- G. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- I. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- J. The Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section I of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- K. The Property and the Building. The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The building(s) situated on the Property in which the Premises are located shall be referred to herein as "the Building(s)."
- L. Rentable Square Feet. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- M. The Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.