

LEASE NO. GS-04P-LFL60103

Succeeding/Superseding Lease
GSA FORM L202 (September 2014)

This Lease is made and entered into between

PT Associates L.P.

(Lessor), whose principal place of business is 311 Park Place Boulevard, Suite 600, Clearwater, FL 33759-4925, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

400 N Tampa Street, Tampa, FL 33602-4719

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon November 1, 2016 and continuing for a period of



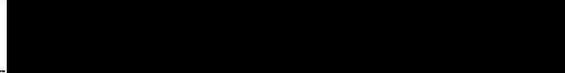
subject to termination and renewal rights as may be hereinafter set forth.

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.

PT Associates L.P.
By: SAPIV Park Tower NFG LLC,
its General Partner
Wager, Inc., its manager

FOR THE LESSOR:

FOR THE GOVERNMENT:



Name: Richard A. Wilpon

[Signature]
Lease Contracting Officer

Title: Senior Executive Vice President

General Services Administration, Public Buildings Service

Date: 5-26-2016

Date: 6/1/16

[Signature]

WITNESSED FOR THE LESSOR BY:



Name: Madeline A. Vespe

Title: Executive Assistant - Property Dept.

Date: 5-28-2016

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. **Office and Related Space:** 108,007 rentable square feet (RSF), yielding 91,661 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on floor(s) 29 through 36 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 17.833 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** Thirty-four (34) structured/inside parking spaces and zero (0) surface/outside parking spaces as depicted on the plan attached hereto as Exhibit B, of which two (2) shall be handicapped parking and seven (7) shall be reserved for the exclusive use of the Government. 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. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,719,225.06	\$1,850,159.91
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$719,573.00	\$719,573.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,438,798.06	\$2,569,732.91

¹Shell rent calculation:
(Firm Term) \$15.92 (rounded) per RSF multiplied by 108,007 RSF
(Non-Firm Term) \$17.13 per RSF multiplied by 108,007 RSF
²There are no tenant improvement costs to the Government.
³Operating Costs rent calculation: \$6.66 (rounded) per RSF multiplied by 108,007 RSF
⁴There are no Building Specific Amortized Capital (BSAC) costs to the Government.
⁵There are no separate parking costs to the Government.

- B. Intentionally deleted
- C. Intentionally deleted
- D. Intentionally deleted

LESSOR:  GOVERNMENT: 

E. 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.

F. Rent shall be paid to 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 the paragraph entitled "The Premises."

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 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.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease in whole at any time effective after the Firm Term of this Lease, by providing not less than sixty (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.

The Government may terminate this Lease in blocks measuring 5,000 ABOA square feet or more at any time effective after the Firm Term of this Lease, by providing not less than sixty (60) days' prior written notice to the Lessor if the terminated space is marketable and allows for suite entry facing the elevator lobby. The Government shall bear the cost of demising the terminated space.

In the event of any partial termination, the Lessor shall have no right to require the Government to restore the Premises upon termination and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following partial termination, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
PARKING PLAN(S)	2	B
SECURITY REQUIREMENTS	12	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E



1.08 INTENTIONALLY DELETED

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$0.00 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of N/A percent.

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC 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 elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC 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 BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 22.8605 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 108,007 RSF by the total Building space of 472,462 RSF.

1.12 INTENTIONALLY DELETED

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.66 per RSF (\$719,573.00/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled 'Adjustment for Vacant Premises' if the Government falls to occupy or vacates any portion of the 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 \$1.30 per ABOA SF of Space vacated by the Government. This adjustment shall be applicable only to the extent that space is vacated in increments of at least 5,000 ABOA SF, unless the Government vacates an entire floor. In the event that the Government vacates an entire floor, the rent shall be reduced by \$2.10 per ABOA SF. The adjustment shall take effect thirty (30) days after the date on which the Lessor receives written notice from the Government advising the Lessor of the vacancy.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$35.00 per floor, per hour

1.16 INTENTIONALLY DELETED

1.17 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building Improvements, at no charge to the Government, within sixty (60) calendar days of Lease commencement:

Re-paint and re-tile the following rooms within the leased Premises in accordance with the "Painting — T1" paragraph in Section 5 of the Lease, the "Floor Coverings and Perimeters (Succeeding)" paragraph in Section 5 of the Lease, and the agency special requirements:

Room	Room Type	Paint	VCT
3528	Copy	Y	Y
3530	File	Y	Y
3518	Break	N	Y
3523	File	Y	Y
3521	Copy	N	Y
3426	Copy	Y	Y
3430	File	Y	Y
3416	Copy	Y	Y
3418	Trial Prep	Y	Y
3332	File	Y	Y
3317	Copy	Y	Y
3318	File	Y	Y
3325	Copy	Y	Y
3220	Security	Y	Y
3223	Mail	Y	Y
3244	Graphics	Y	Y
3229	Storage	Y	Y
3251	Break	N	Y
3230	Supply	Y	Y
3231	Copy	Y	Y
3218	Copy	Y	Y
3216	File	Y	Y
3215	File	Y	Y
3128	Break	N	Y
3127	Copy	Y	Y
3131	File	Y	Y
3025	Break	N	Y
3020	File	Y	Y
3018	Copy	Y	Y
3015	File	Y	Y
3028	Copy	Y	Y
2920	Copy	Y	Y
2916	File	Y	Y
2906	Copy	Y	Y
2936	File	Y	Y
2933	File	Y	Y
2928	File	Y	Y