

This Lease is made and entered into between

Specialty Malls of Tampa, Inc.

("the Lessor"), whose principal place of business is 3924 West Spruce Street, Tampa, FL 33607-2441 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

3848 West Columbus Drive,
Tampa, FL 33607-5768

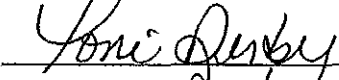
and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning on September 1, 2011 through August 31, 2021

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

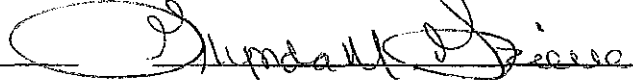
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:



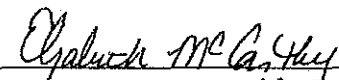
Name: Toni Derby
Title: Vice president
Date: 8/29/11

FOR THE GOVERNMENT:



Glynda M. Grieve
Lease Contracting Officer
Date: 9/2/2011

WITNESSED BY:



Name: Elizabeth McCarthy
Title:
Date: 8/29/11

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 35,616 rentable square feet (RSF), yielding 34,247 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 1.04 percent), located in the Specialty Malls of Tampa building at 3848 West Columbus Drive, Tampa, FL 33607 as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (APR 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: 154 parking spaces of which 19 shall be outside surface spaces reserved for the exclusive use of the Government, and access to 135 unreserved surface parking spaces at no cost to 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. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

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

	September 1, 2011 - August 31, 2021	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$ 534,240.00	\$15.00
TENANT IMPROVEMENTS RENTAL RATE	N/A	N/A
OPERATING COSTS*	\$ 232,572.48	\$6.53
BUILDING SPECIFIC SECURITY COSTS	N/A	N/A
FULL SERVICE RATE	\$ 766,812.48	\$21.53

- B. 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.

- C. 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.

- D. 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.
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 no additional cost to the government.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2014)

1.05 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time on or after September 1, 2016 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 RENEWAL RIGHTS (APR 2014)

1.07 DOCUMENTS INCORPORATED BY REFERENCE

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3517B GENERAL CLAUSES OR 3517 (SHORT VERSION) GENERAL CLAUSES	33 OR 2	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 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 70 percent. The percentage of occupancy is derived by dividing the total Government space of 35,616 rentable square feet by the total building space of 51,000 rentable square feet.

1.09 OPERATING COST BASE (APR 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 shall be \$6.53 per rentable sq. ft.

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 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 \$2.86 per ABOA sq. ft. of space vacated by the Government.

1.11 OVERTIME HVAC RATES (APR 2011)

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

\$45 per hour for the entire space.

1.12 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage 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, the lessor agrees to negotiate a fair and reasonable rate based on actual HVAC usage and maintenance of equipment. The Government reserves the right to install a separate meter in any of these rooms, paying the overtime bill directly.

1.13 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

The Lessor shall be required to complete the following additional building improvements:

The Lessor shall provide new carpet (carpet tile) and paint by September 30, 2014 and every five (5) years thereafter. Replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

1.14 RIGHT OF FIRST REFUSAL

The remainder of the vacant space in the building will be leased as professional office space or storage only, and will not be used for any other purpose. The Government shall have the right of first refusal to lease the space adjacent to the leased premises containing approximately 22,000 rentable square feet. If Lessor shall receive a bona fide offer from any person or entity to lease said space, then Lessor shall notify the Government in writing of the offer, setting forth the terms thereof and indicating Lessor's intention to accept the offer. Lessor shall also provide the Government with a copy of the offer. The Government shall have ten (10) working days from receipt of such notice within which to give written notice of The Government's intent to exercise this right of first refusal and to lease the space upon the same terms (including the amount of space, term of lease, tenant improvement allowance, and effective rental rate) contained in said offer. If the Government exercises this right, a Supplemental Lease Agreement to the original lease will be executed within 30 days from notification to the Lessor. Failure by the Government to so notify Lessor within ten (10) working days shall be deemed a waiver of the Government's rights hereunder, and Lessor may then lease the space to the person or entity making the offer, and the Government shall have no further rights hereunder.

1.15 PRIOR LEASE

LFL38857 is terminated cotermious with the effective date of LFL61879.