

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: *January 19, 2010*

LEASE No. GS-09B-02480

THIS LEASE, made and entered into this date between **Sun Life Assurance of Canada**

whose address is: One Sunlife Executive Park
Wellesley Hills, MA 02481

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:
7,679 rentable square feet (r.s.f.), yielding approximately 6,710 ANSI/BOMA Office Area (ABOA) square feet and related space located on the 2nd Floor (Suite 201) at the Centre Point Business Park, 185 Lennon Lane, Walnut Creek, CA 94598-2422, as depicted on the attached floor plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS described in Form 1364 and Amendment Number 1. At the time of execution, the government has no preconceived notions of any other use for the premises other than the [REDACTED]
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time after the seventh year of this lease giving at least 120 days' prior notice in writing to the Lessor. 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. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2352 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 9CA2352 (pages 1-43) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Amendment Number 1 (pages 1-2);
- c) GSA Form 3517 (pages 1-2);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-2 containing Paragraphs 9-21;
- f) Small Business Subcontracting Plan (pages 1-16);
- g) Preliminary Space Plan (Exhibit "A", page 1);
- h) GSA Form 1364.

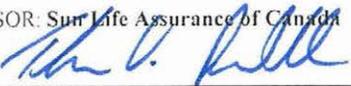
8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 21 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Sun Life Assurance of Canada

BY

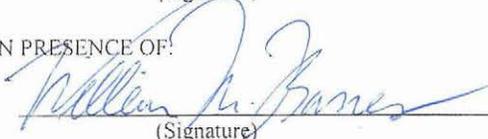


(Signature)

THOMAS V. PEDULLA
SENIOR MANAGING DIRECTOR

(Signature)

IN PRESENCE OF:



(Signature)

WILLIAM M. BARRES
MANAGING DIRECTOR

(Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY



CONTRACTING OFFICER, GSA