

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

1/6/09

LEASE NO.

GS-04B-48134

THIS LEASE, made and entered into this date by and between Talcott III Thousand Oaks Limited Partnership c/o Talcott Corporation

Whose address is **One Financial Plaza
Hartford, CT 06103**

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:

A total of 6,680 Rentable Square Feet of office and related space, consisting of 5,860 ANSI/BOMA Office Area Square Feet (ABOASF), along with 24 spaces, of which, 13 shall be deemed reserved parking for the Government owned vehicles (GOV). All parking spaces will be provided at no additional cost to the Government and the office space shall be located at 2600 Thousand Oaks Boulevard, Memphis, TN 38118

To be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 16, 2009 through March 15, 2019, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: See Page 3. Paragraph 9.

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE Per RSF¹</u>	<u>RATE Per ABOASF²</u>	<u>MONTHLY RENT</u>
03/16/09 - 03/15/14	\$162,524.40	\$24.33	\$27.73	\$13,543.70
03/16/14 - 03/15/19	\$162,524.40	\$24.33	\$27.73	\$13,543.70

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the RSF footage set forth in paragraph 1 above.

Note 2. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF office area square footage set forth in Paragraph 1.

4. The Government may terminate this lease, in whole or in part, at any time on or after March 16, 2014, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE - RSF</u>	<u>MONTHLY RATE</u>
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~~provided notice be given in writing to the Lessor at least ___ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~ *Paragraph Deleted*

5. Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per ANSI/BOMA office area square foot (ABOASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Talcott III Thousand Oaks Limited Partnership
c/o Talcott Corporation
One Financial Plaza
Hartford, Connecticut 06103

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 6TN0023.
- B. Build-out in accordance with Solicitation for Offers 6TN0023. The Government shall provide design intent documents within one hundred twenty (120) working days subsequent to lease award. All tenant alterations to be completed within ninety (90) working days, or sooner, from receipt of the Government's notice to proceed for tenant improvements or the lease effective date identified under Paragraph 2, whichever is later. Lease term is to begin on date of occupancy, if different from Paragraph 2.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer or Representative.
- D. In accordance with Solicitation for Offers 6TN0023 and Paragraph 1 above, the Lessor shall provide twenty-four (24) on-site, surfaced, parking spaces, of which, thirteen (13) shall be deemed reserved parking for Government owned vehicles (GOV). The twenty-four (24) on-site surfaced parking spaces are included in the annual rental cost in Paragraph 3 at an annual rate of \$0 per space annually.
- E. For purposes of security this is a Level II facility.

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

- A. Solicitation for Offers 6TN0023
- B. GSA Form 3517B entitled General Clauses (Rev. 7/05)
- C. GSA Form 3518 entitled Representations and Certification (Rev. 7/04)
- D. SFO Attachment 1, Rate Structure Sheet
- E. Floor Plan;

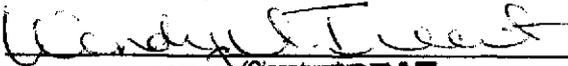
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Talcott III Thousand Oaks Limited Partnership c/o Talcott Corporation

BY Michael J. Mihalek S.V.P.
T III Thousand Oaks GP, LLC, General Partner 
(Signature)

MICHAEL J. MIHALEK
Senior Vice President

IN THE PRESENCE OF:



Hartford, Connecticut
(Address)

WENDY A. TREAT
NOTARY PUBLIC

MY COMMISSION EXPIRES FEB. 28, 2012

UNITED STATES OF AMERICA

BY 
(Signature)

CRAIG THOMAS, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

