

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

6/8/10

LEASE No. -GS-07B-16748.

THIS LEASE, made and entered into this date between Talcott II Alamo Limited Partnership

whose address is: c/o Talcott Corporation
One Financial Plaza,
Hartford, Connecticut 06103-2608

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:
20,616 rentable square feet (RSF.) yielding approximately 18,777 ANSI/BOMA Office Area square feet (BOASF) and related space with a common factor of 1.0979 located on the 11th Floor at 300 Convent Street, San Antonio, TX 78205, and legally described as, NCB 410, BLK 4 Lot 15, , together with 75 onsite structured non-reserved parking spaces included in the annual rent. An additional 35 non-reserved parking spaces are also included in the annual rent. The additional spaces will initially be located on site. The Offeror reserves the right to move the additional spaces offsite (within a 2-3 block radius of the leased space) over the term of the Lease upon thirty (30) days notice to the Government.

Said premises to be used for such purposes as determined by the General Services Administration.

2. HAVE AND TO HOLD the said premises with their appurtenances for the term of 15 years beginning upon acceptance, subject to termination and renewal rights as may be hereinafter set forth. Lease commencement date will be determined based upon the timely and successful completion of Tenant Improvements and will be finalized by the Acceptance of Space at Beneficial Occupancy, upon which rental payments will begin.
3. The Government shall pay the Lessor annual rent at the rate evidenced in the table below, per month in arrears. Rent for a lesser period shall be prorated.

TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Years 1- 2	\$ 481,383.60	\$ 40,115.30	\$ 23.35	\$ 25.64
Years 3- 4	\$ 507,153.60	\$ 42,262.80	\$ 24.60	\$ 27.01
Years 5- 6	\$ 532,923.60	\$ 44,410.30	\$ 25.85	\$ 28.38
Years 7- 8	\$ 558,693.60	\$ 46,557.80	\$ 27.10	\$ 29.75
Years 9-10	\$ 584,463.60	\$ 48,705.30	\$ 28.35	\$ 31.13
Years 11- 12	\$ 610,233.60	\$ 50,852.80	\$ 29.60	\$ 32.50
Years 13- 15	\$ 636,003.60	\$ 53,000.30	\$ 30.85	\$ 33.87

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Talcott II Alamo Limited Partnership
c/o Talcott Corporation
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4. The Government may terminate this lease in whole or in part effective any time after the tenth (10th) year of this lease giving at least sixty (60) 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. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~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 5 IS DELETED WITHOUT SUBSTITUTION

EXCEPTION TO SF2 APPROVED GSA/RIMS

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8TX2750 dated December 3, 2009.
- A. All cost associated with services, utilities, maintenance, repair, replacement, inspections of existing equipment as required by the Solicitation For Offers No. 8TX2750 and its attachments. The Government will be accepting the space and the building shell in an AS-IS condition except for the following upgrades which will be provided at no cost to the Government: shampoo the existing carpet; remove the temporary partition and replace two walls which were previously removed (including painting flooring and base); paint and rekey the premises and apply for the Certificate of Occupancy. The annual rent does not include any cost for drawings, commissioning, LEED certification, and additional security (including window film), HVAC upgrades for additional density above 90 persons or electrical connections to workstations.
- B. Any cyclical painting or recarpeting will be at the expense of the Government. All equipment which will be used 24/7 will be separately metered and paid for by the Government.
- 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 8TX2750 (pages 1-50) (all references to SFO shall also refer to any Special Requirements);
- b) Special Requirements (pages 1-2);
- c) GSA Form 3517B;
- d) GSA Form 3518 ;
- e) GSA Form 3516A;
- f) Floor plans (Exhibit A);
8. The following changes were made in this lease prior to its execution:
Paragraphs 9 through 21 have been added.
Paragraph 5 has been deleted.
9. In the event of any conflict between this Standard Form 2 and the attachments in Paragraph 7 above, this Standard Form 2 shall prevail.

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

LESSOR: Talcott II Alamo Limited Partnership

BY

MAEN N. P. KANE

(Signature)

MAEN N. P. KANE
Senior Vice President

IN PRESENCE OF:

[Signature]
(Signature)

TII ALAMOGP, LLC
ITS GENERAL PARTNER

(Signature)

ONE FINANCIAL PLAZA

HARTFORD, CT 06103

(Address)

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

BY

[Signature]
CONTRACTING OFFICER, GSA

STANDARD FORM 2
SF2 APPROVED
FEBRUARY 1965 EDITION

EXCEPTION TO

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9. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax adjustment, the Government occupies 20,616/532,922 rentable square feet (3.8685%). The Real Estate Tax Base as defined in Paragraph 4.2.B.7 of the SFO is hereby established at \$1,367,000.00/\$2.57.
10. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost adjustment is established at \$146,992.08 per annum. (\$7.13 per rentable square foot).
11. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$.50 per ANSI/BOMA square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
12. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m.– 5:00 p.m), Monday through Friday, and except Saturday, Sundays and Federal Holidays ("Normal Hours"), at a rate of \$50.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee to receive payment.
13. **TENANT IMPROVEMENT ALLOWANCE:** . The Tenant Improvement Allowance has been established as \$0. The Government will be accepting the space in the existing condition. The restrooms are accepted with existing finishes and with the existing fixture count.
14. **ACCEPTANCE OF SPACE:**
 - A. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
 - B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
15. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.
16. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
17. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
18. Janitorial cleaning/maintenance is to be performed during daytime tenant working hours, Monday through Friday, except for Federal holidays.
19. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
20. In accordance with Paragraph 4.1 C., Common Area Factor of SFO 8TX2750, the Common Area Factor is established as 1.0979.
21. **Commission and Commission Credit:**

Initials: MPK & DP
Lessor Government

The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the entire initial firm term of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Full Month's Rental Payment \$40,115.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted First Month's Rent

Second Full Month's Rental Payment \$40, 115.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Second Month's Rent

Third Full Month's Rental Payment \$40, 115.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Third Month's Rent

Fourth Full Month's Rental Payment \$40, 115.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Fouth Month's Rent

Fifth Full Month's Rental Payment \$40, 115.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Fifth Month's Rent

Sixth Full Month's Rental Payment \$40, 115.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Sixth Month's Rent

Initials: MPK & [Signature]
Lessor Government