

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 01	TO LEASE NO. GS-04B-48134	DATE 7/7/2010	PAGE 1 of 2
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ADDRESS OF PREMISES 2600 Thousand Oaks Boulevard, Memphis, TN 38118-2461

**THIS AGREEMENT**, 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 06103-2608hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease.**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **December 3, 2009**, as follows:**Paragraph 1 of the lease is hereby deleted in its entirety and replaced as follows:**


The Lessor hereby leases to the Government the following described premises: A total of **7,202** Rentable Square Feet of office and related space, consisting of **6,317** ANSI/BOMA Office Area Square Feet (ABOASF) per the attached floor plan, along with 24 parking spaces of which 13 shall be deemed reserved parking for the Government owned vehicles (GOV). All parking spaces shall be provided at no additional cost to the Government and the office space shall be located at 2600 Thousand Oaks Boulevard, Second Floor, Suite 2300, Memphis, TN 38118-2461, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

**Paragraph 2 of the lease is hereby deleted in its entirety and replaced as follows:**TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on **April 1, 2010** through **March 31, 2020**, subject to termination and renewal rights as may be hereinafter set forth.


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

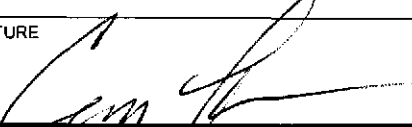
LESSOR TALCOTT III THOUSAND OAKS LIMITED PARTNERSHIP C/O TALCOTT CORPORATION

SIGNATURE 	NAME OF SIGNER <b>MICHAEL J. MIHALEK</b> Senior Vice President
ADDRESS ONE FINANCIAL PLAZA, HARTFORD, CT 06103	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Wendy A. Treat
ADDRESS One Financial Plaza, Hartford, CT 06103	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Craig Thomas
	OFFICIAL TITLE OF SIGNER Contracting Officer

Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER RSF</u>	<u>RATE PER ABOASF</u>	<u>MONTHLY</u>
4/1/2010 – 3/31/2015 <sup>A</sup>	\$175,224.66	\$24.33	\$27.74	\$14,602.06
4/1/2015 – 3/31/2020 <sup>B</sup>	\$175,224.66	\$24.33	\$27.74	\$14,602.06

Note A: Shell \$12.06 per rentable (\$86,856.12); Operating \$5.23 per rentable (\$37,666.46); T/I \$7.038 per rentable (no interest shown); Total \$24.33 prsf (\$175,224.66).

Note B: Shell \$19.10 per rentable (\$137,558.20); Operating \$5.23 per rentable (\$37,666.46); T/I \$0.00; Total \$24.33 prsf (\$175,224.66) - The rent for years 6-10 is in addition to accrued operating cost adjustments in years 1-5.

Paragraph 4 of the lease is hereby deleted in its entirety and replaced as follows:

The Government may terminate this lease, in whole or in part, at anytime on or after April 1, 2015 by 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.

Paragraph 8 of the lease is hereby deleted in its entirety and replaced as follows:

The premises described in Paragraph 1 of this Standard Form 2 shall contain 6,317 ABOASF of office and related space, as identified in SOLICITATION FOR OFFERS 6TN0023.

Paragraph 9 of the lease is hereby deleted in its entirety and replaced as follows:

The rent rate in paragraph 3 above for years 1-5 includes all Tenant Improvements. In accordance with Paragraphs 1.9 of SFO 6TN0023, the Tenant Improvement Allowance (T/I) provided in the lease is \$40.120080 ABOASF, or \$253,438.55 amortized at an interest rate of 0% over five (5) years. The T/I will be used to construct the interior space in accordance with the Government approved Design Intent Drawings. If the T/I cost exceeds \$40.120080 ABOASF (for up to 6,317 ABOASF), the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$40.120080 ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build out.

Paragraph 11 of the lease is hereby deleted in its entirety and replaced as follows:

In accordance with SOLICITATION FOR OFFERS 6TN0023, Paragraph 3.5 (Tax Adjustment), the percentage of Government occupancy is established as 6.14699% (Based on Government occupancy of 7,202 out of total building square footage of 117,163). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SOLICITATION FOR OFFERS 6TN0023, and in accordance with GSA Form 3517, GENERAL CLAUSES.

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**Paragraph 13 of the lease is hereby amended as follows:**

In accordance with the SOLICITATION FOR OFFERS 6TN0023, Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 1.14.

**Paragraph 19 of the lease is hereby amended as follows:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value 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 which totals [REDACTED] to the Broker inclusive of [REDACTED] already paid with a net balance of [REDACTED] 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 Month's Rental Payment \$14,602.06 minus prorated [REDACTED]  
adjusted First Month's Rent.

Second Month's Rental Payment \$14,602.06 minus prorated Commission Credit of [REDACTED]  
adjusted Second Month's Rent.

**All other terms and conditions remain in full force and effect.**