

SUPPLEMENTAL LEASE AGREEMENT

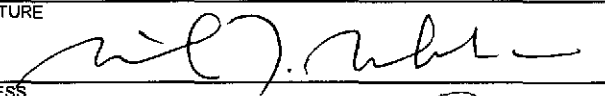
SUPPLEMENTAL LEASE AGREEMENT NO. 04	TO LEASE NO. GS-04B-48134	DATE 6/1/2011	PAGE 1 of 2
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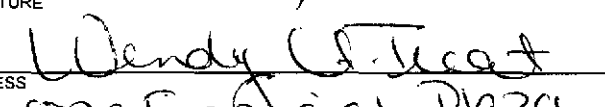
ADDRESS OF PREMISES **2600 Thousand Oaks Boulevard, Memphis, TN 38118-2461****THIS AGREEMENT**, made and entered into this date by and between **TALCOTT III THOUSAND OAKS LIMITED PARTNERSHIP**whose address is **C/O TALCOTT CORPORATION
ONE FINANCIAL PLAZA
HARTFORD, CT 06103-2608**hereinafter called the 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, May 1, 2011, as follows:**Paragraphs 1, 2, 3, 4 and 9 of the lease are hereby deleted in their entirety and replaced as follows:**

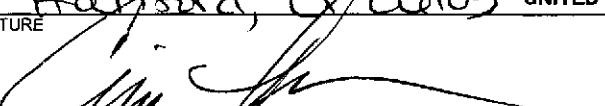
"1. The Lessor hereby leases to the Government the following described premises: A total of 9,067 Rentable Square Feet (RSF) of office and related space, yielding 7,953 ANSI/BOMA Office Area Square Feet (ABOASF) as shown per the attached. Space shall consist of two sections: Section 1 shall be composed of 7,202 RSF yielding 6,317 ABOASF; Section 2 shall consist of a total of 1,865 RSF yielding 1,636 ABOASF, incorporated and referenced herein as **Floor Plan (6 pages)**, 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, and Memphis, TN 38118-2461, 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 May 1, 2011 through April 30, 2021, subject to termination and renewal rights as may be hereinafter set forth."

Continued on Page 2**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**

SIGNATURE 	NAME OF SIGNER MICHAEL J. MIHALEK Senior Vice President
ADDRESS One Financial Plaza Hartford, CT 06103	

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

SIGNATURE 	NAME OF SIGNER Craig Thomas
OFFICIAL TITLE OF SIGNER Contracting Officer	
UNITED STATES OF AMERICA	

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows and incorporated and referenced herein as **Exhibit A (1 page)**:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER RSF¹</u>	<u>RATE PER ABOASF²</u>	<u>MONTHLY</u>
5/1/2011 – 4/30/2016	\$225,565.29	\$24.87	\$28.36	\$18,797.11 ³
5/1/2016 – 4/30/2021	\$220,600.11	\$24.33	\$27.74	\$18,383.34

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

Note 2: The rate per BOMA office area square foot (BOASF) is determined by dividing the annual rent by the BOMA office area square footage (ABOASF) set forth in paragraph 8.

Note 3: The first month's rental will be \$18,797.11 plus \$1,653.00 for the [REDACTED] plus \$312.60 lump sum correction totaling \$20,762.71 for the first month. Every month thereafter through 4/30/2016 will be \$18,797.11"

"4. The Government may terminate this lease, in whole or in part, at any time on or after May 1, 2016, 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."

"9. The rental rate in paragraph 3 for years 1-5 includes all Tenant Improvements.

The grand total costs for construction of tenant improvements are **\$693,773.70** of which **\$319,075.00** will be amortized at an interest rate of 0% over the first five (5) years leaving a balance of **\$372,733.10** to be reimbursed to the Lessor in a one-time lump sum payment due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer and a total of \$312.60 plus \$1,653.00 totaling \$1,965.60 to be paid to the Lessor in the first month's rent per Paragraph 3, Note 3 above. The breakdown of these costs are as follows:

- Section 1: The total costs for construction of tenant improvements are \$537,803.70. In accordance with Paragraph 1.9 of SFO 6TN0023, the Tenant Improvement Allowance (T/I) provided in the lease is **\$40.120080** per ABOASF or \$253,438.55 to be amortized at an interest rate of 0% over the first five (5) years leaving a balance of \$284,365.15 to be reimbursed to the Lessor in a one-time lump sum payment due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer.
- Section 2: The total costs for construction of tenant improvements are \$154,317.00. In accordance with Paragraph 1.9 of SFO 6TN0023, the Tenant Improvement Allowance (T/I) provided in the lease is **\$40.120080** per ABOASF or \$65,636.45 to be amortized at an interest rate of 0% over the first five (5) years leaving a balance of \$88,680.55 to be reimbursed to the Lessor in a one-time lump sum payment due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer.
- The Government hereby accepts and issues notice to proceed with the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements referenced for the work described as [REDACTED] for \$1,653.00 incorporated and referenced herein as **Exhibit B (6 pages)**. \$1,653.00 shall be reimbursed to the Lessor in the first month's rent.
- \$312.60 which is a correction to the lump sum amount shall be reimbursed to the Lessor in the first month's rent."

Paragraph 21 of Supplemental Lease Agreement No. 3 is hereby deleted in its entirety.

The Lessor hereby waives restoration as a result of all improvements.

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