

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 05	TO LEASE NO. GS-04B-48134	DATE 8/23/11	PAGE 1 of 2
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ADDRESS OF PREMISES 2600 Thousand Oaks Boulevard, Memphis, TN 38118-2462

**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 06103-2608hereinafter 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, May 1, 2011, as follows:**Paragraphs 3 and 19 of the lease are hereby deleted in their entirety and replaced as follows:**

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

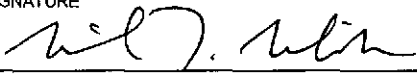
<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER RSF<sup>1</sup></u>	<u>RATE PER ABOASF<sup>2</sup></u>	<u>MONTHLY</u>
5/1/2011 – 5/31/2011				\$ 1,965.60 <sup>3</sup>
5/1/2011 – 4/30/2016	\$225,565.29	\$24.87	\$28.36	\$18,797.11 <sup>3</sup>
5/1/2016 – 4/30/2021	\$220,600.11	\$24.33	\$27.74	\$18,383.34

Note 1: The rate per rentable square foot (RSF) is determined by dividing the annual rent by the RSF set forth in paragraph 1 as noted in SLA 04 (9,067).

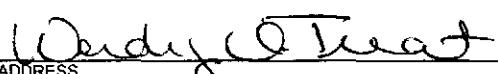
Note 2: The rate per ANSI BOMA office area square foot (ABOASF) is determined by dividing the annual rent by the ABOASF set forth in paragraph 1 as noted in SLA 04 (7,953).

Note 3: The Government shall reimburse the Lessor at the same time as the first month's rent for a one-time lump sum payment of \$1,965.60. Every month thereafter through 4/30/2016, the monthly rent shall be \$18,797.11."

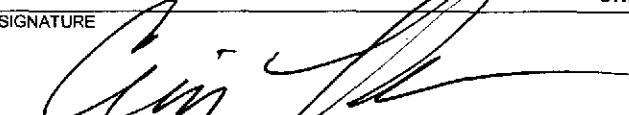
**Continued on Page 2****IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.**LESSOR TALCOTT III THOUSAND OAKS LIMITED PARTNERSHIP**

SIGNATURE 	NAME OF SIGNER <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

"19. 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 \$18,797.11 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$18,797.11 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

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