

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. <u>1</u> DATE <u>8/3/10</u> TO LEASE NO. <u>GS-07B-16748</u>
ADDRESS OF PREMISES 300 Convent Street, San Antonio, Texas 78205	
This agreement, made and entered into this date by and between Talcott II Alamo Limited Partnership whose address is: c/o Talcott Corporation One Financial Plaza, Hartford, Connecticut 06103-2608 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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, June 29, 2010, as follows:	
1. Paragraph 1 of the Lease shall be deleted and replaced with the following: "1. The Lessor hereby leases to the Government the following described premises: A total of 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 11 th 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 2. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following: "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 29, 2010, and continuing for a term through fifteen (15) years, expiring June 29, 2025, unless earlier terminated by the Government as described in Paragraph 4 of the lease."	
CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.	
LESSOR: Talcott II Alamo Limited Partnership BY <u>Martin P. Kane</u> (Signature) IN PRESENCE OF <u>[Signature]</u> (Signature) UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)	<u>MARTIN P. KANE</u> <u>Senior Vice President</u> (Title) <u>TII ALAMO GP, LLC, GP OF LESSOR</u> <u>ONE FINANCIAL PLAZA</u> <u>HARTFORD, CT 06103</u> (Address) CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5C05 <u>Ft. Worth, Texas 76102</u> (Official Title)

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3. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	ANNUAL RENT	MONTHLY RENT	OPERATING COST
Years 1- 2	\$ 481,383.60	\$ 40,115.30	\$146,992.08 (Plus CPI for year 2)
Years 3- 4	\$ 507,153.60	\$ 42,262.80	\$146,992.08 (Plus accrued CPI)
Years 5- 6	\$ 532,923.60	\$ 44,410.30	\$146,992.08 (Plus accrued CPI)
Years 7- 8	\$ 558,693.60	\$ 46,557.80	\$146,992.08 (Plus accrued CPI)
Years 9-10	\$ 584,463.60	\$ 48,705.30	\$146,992.08 (Plus accrued CPI)
Years 11- 12	\$ 610,233.60	\$ 50,852.80	\$146,992.08 (Plus accrued CPI)
Years 13- 15	\$ 636,003.60	\$ 53,000.30	\$146,992.08 (Plus accrued CPI)

Rent for a lesser period shall be prorated. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 8TX2750.

Rent shall be made payable to:

Talcott II Alamo Limited Partnership
c/o Talcott Corporation
One Financial Plaza
Hartford, Connecticut 06103-2608

4. Paragraph 21 of the Lease shall be deleted and the following substituted therefore:

"21. Commission and Commission Credit:

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 Fourth 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

END OF SLA NO 2

GOV'T <i>[Signature]</i>	LESSOR <i>[Signature]</i>
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