

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4	DATE 12/8/11
	TO LEASE NO. GS-04B-50061	PAGE 1 of 2

ADDRESS OF PREMISES One Memphis Place, 200 Jefferson Avenue, 10th floor, Memphis, TN 38103-2328

THIS AGREEMENT, made and entered into this date by and between GPT Properties Trust

whose address is Two Newton Place
255 Washington Street, Suite 300
Newton, MA 02458-1634

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 4, 2011, as follows:

This Supplemental Lease Agreement serves to update the tenant improvements total cost, establish the lease commencement date, and amends other terms of the contract. The following sections of the lease are amended:

1. Tenant Improvement cost total: The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements in the amount of \$154,098.40 amortized over 60 months at 0% interest payable monthly in arrears as a component of total rent. (This incorporates minor change orders approved on 9/21/11 and 10/3/11 by the GSA)
2. Paragraph 2 is amended to read:
"To have and to hold the said premises with their appurtenances for the term beginning on August 19, 2011 through August 18, 2021 subject to termination and renewal rights as may be hereinafter set forth."

Continued on page 2 of 2.

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: GPT PROPERTIES TRUST, by *Reit Management & Research LLC, its agent*

BY *David M. Lepore*
(Signature)

David M. Lepore
Senior Vice President

IN PRESENCE OF

Elizabeth Bunham
(Signature)

Two Newton Place
255 Washington Street
Suite 300
Newton, MA 02458

UNITED STATES OF AMERICA

BY *Jolicia Walker*
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

Supplemental Lease Agreement No. 4
Lease No. GS-04B-50061
Memphis, TN
Page 2 of 2

Paragraph 3 is amended as follows:

- A. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, in accordance with the rent schedule below (part C). Accumulated operating costs (CPI's) will be included in the stated per annum rates at the time they become effective (see also "Operating Costs" SFO paragraph). Rent for a lesser period shall be prorated.
- B. Rent checks shall be made payable to: GPT Properties Trust, Two Newton Place, 255 Washington Street, Suite 300, Newton, MA 02458-1634.
- C. Rent Schedule and Rent Structure are calculated as follows (based on updated TI approval of \$154,098.40):

Rent schedule	Annual Rent	Rate PUSF/PRSF	Monthly Rent
8/19/2011-8/18/2016	\$168,912.08	\$31.76 / \$27.86	\$14,076.01
8/19/2016-8/18/2021	\$148,584.92	\$27.94 / \$24.51	\$12,382.08

Rent structure	8/19/2011-8/18/2016 (prsf)		8/19/2016-8/18/2021 (prsf)	
		Annual		Annual
- Shell	\$16.91	\$102,508.42	\$18.64	\$113,000.98
- Operating	5.87	35,583.94	5.87	35,583.94
- Tenant Improvement	5.08	30,819.72	-----	-----
Total	\$27.86	\$168,912.08	\$24.51	\$148,584.92

Paragraph 5 is amended to read:

The Government may terminate this lease, in whole or part, at any time on or after August 18, 2016, by giving the Lessor at least ninety (90) 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 date of mailing.

Initials:


 Lessor


 Gov't