

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
No. 2

DATE  
4/26/12

TO LEASE NO.  
GS-04B-50108

PAGE  
1 of 2

ADDRESS OF PREMISES One Memphis Place, 200 Jefferson Avenue, 2nd 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 , as follows:

**Page 1, Paragraph 2 is deleted in its entirety and replaced with:**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 23, 2012 and expiring on January 22, 2022, subject to termination and renewal rights as may be hereinafter set forth. The prior Lease GS-04B-39078 shall terminate on January 22, 2012.

**Page 1, Paragraph 3 is deleted in its entirety and replaced with:**

3. The Government shall pay the Lessor the annual rent of \$179,231.94 (\$22.12 rounded per ABOASF or \$19.41 per RSF) at the rate of \$14,935.99 per month in arrears for years one (1) through five (5) and annual rent of \$203,148.00 (\$25.08 per ABOASF or \$22.00 per RSF) at the rate of \$16,929.00 per month in arrears for years six (6) through ten (10).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to the following or in accordance with the provision on electronic payment of funds:

GPT PROPERTIES TRUST C/O REIT MANAGEMENT & RESEARCH LLC  
TWO NEWTON PLACE  
255 WASHINGTON STREET; SUITE 300  
NEWTON, MASSACHUSETTS 02458-1634

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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, C/O REIT Management & Research LLC

BY \_\_\_\_\_ (Signature)  
IN PRESENCE OF \_\_\_\_\_ (Signature)  
(Title) David M. Lepore  
Senior Vice President  
Two Newton Place  
255 Washington Street  
Suite 300  
Newton, MA 02458  
(Address)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

**Page 1, Paragraph 4 is deleted in its entirety and replaced with:**

4. The Government may terminate this lease in whole or in part at any time on or after January 22, 2017 by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**Page 2, Paragraph 8 is deleted in its entirety and replaced with:**

8. In accordance with the SFO, the Government is finalizing the TI figure as \$124,097.33 (a reduction of TI from the NTP addressed in SLA #1) per discussions with the lessor. The final cost of \$124,097.33 shall be amortized in the rent for 5 years at the rate of 0%.

**Page 2, Paragraph 17 is deleted in its entirety and replaced with:**

17. Upon acceptance of the leased premises the same will be measured and rental shall be paid, in accordance with Paragraph 4.2 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of

Years 1-5

Shell: \$11.66/ABOASF / \$10.23/RSF  
Op Cost: \$7.40/ABOASF / \$6.49/RSF  
TI: \$3.06/ABOASF / \$2.69/RSF

Years 6-10

Shell: \$17.68/ABOASF / \$15.51/RSF  
Op Cost: \$7.40/ABOASF / \$6.49/RSF  
TI: \$0

Annual Rent: \$22.12/ABOASF / \$19.41/RSF

Annual Rent: \$25.08/ABOASF / \$22.00/RSF

**Reference Note: 9,234 Rentable Square Feet (RSF) / 8102 ANSI/BOMA Office Area square Feet (ABOASF).**

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FORCE AND EFFECT.

INITIALS: DM / [Signature]  
Lessor Gov't