

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Supplemental Lease Agreement NO. 5	DATE <div style="font-size: 1.5em; color: blue;">7/3/12</div>
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-O4B-61118

ADDRESS OF PREMISES: 700 Westpark Drive, Peachtree City, Georgia 30269-1498

THIS AGREEMENT, made and entered into this date by and between GF Capital Real Estate Fund Investment III, LLC whose address is 767 Fifth Ave 46th FL, New York, NY 10153-0023

Hereinafter-called 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, effective June 25, 2012 to issue Notice to Proceed for Change Orders below and revise the Tenant Improvement Allowance to cover the cost associated with Change Orders #4, Change Order # 5 and Change Order #6.

Upon execution of this Supplemental Lease Agreement (SLA), this serves as a Notice to Proceed (NTP) for approved Change Order #4, Change Order #5 and Change Order #6.

Unless otherwise specifically stated, the Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction drawings (including, without limitation, plans and specifications), construction cost and services and all other similar cost and expenses associated with the following Change Orders.

Change Order #4 dated 6/22/12 - Credit to Tenant for [REDACTED] [REDACTED] Total

Change Order #5 dated 6/19/12 - [REDACTED] for 3rd Floor Stairwell..... [REDACTED] Total

Change Order #6 dated 6/24/12 - Additional cost to hand saw concrete for new breakroom plumbing..... [REDACTED] Total


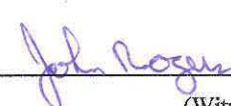

This Supplemental Lease Agreement revises the previously authorized Tenant Improvement Allowance of **\$548,692.56** to the NOT TO EXCEED amount of **\$543,558.57** and you may proceed with the build-out of the space for the [REDACTED] located at 700 Westpark Drive, Peachtree City, GA 30269-1498 in accordance with the Government Approved Layout dated February 27, 2012.

The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The Lessor waives all restoration rights."

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: GF Capital Real Estate Fund Investment III, LLC	
BY <u></u> (Signature)	<u>Vice President</u> (Title)
IN PRESENCE OF	
<u></u> (Witness)	<u>767 Fifth Avenue, 46th Floor, NYC 10153</u> (Address)
UNITED STATES OF AMERICA:	
BY <u></u> (Signature)	GENERAL SERVICES ADMINISTRATION CONTRACTING OFFICER (Official Title)