

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No 2	DATE 4/11/12
<b>SUPPLEMENTAL LEASE AGREEMENT</b>		TO LEASE NO GS-04B-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 46 <sup>th</sup> FL New York, NY 10153-0023 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, effective March 28, 2012 to issue the notice to proceed with the construction of the demised premises, establish the Tenant improvement allowance. Paragraph 8 is hereby amended to reflect new Tenant Improvement allowance  Paragraph 8 is amended to reflect the new tenant improvement allowance of \$32.55 per ABOASF or \$1,380,836.10 that the Lessor will amortize over the five (5) year firm term period at a rate of 7.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is <del>\$229,967.18</del> per annum or <del>\$27,497.26</del> per month. In accordance with Solicitation for offer 1GA2078 paragraph 3.6 The actual cost of tenant improvement shall be reconciled and rent adjusted accordingly. <div style="text-align: center; margin-top: 10px;"> <del>\$229,967.18</del>      <del>\$27,497.26</del>  <i>332,029.14</i>      <i>27,669.12</i> </div> Upon execution of this Supplemental Lease Agreement (SLA), this serves as a Notice to Proceed (NTP) for the construction of tenant improvements for the [REDACTED] located at 700 Westpark Drive, Peachtree City, GA 30269-1498.  this Notice to Proceed is issued for the NOT EXCEED the amount of \$394,172.00 in accordance with the estimate provided by Leapley Construction dated March 22, 2012 and said approved construction drawings 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.  General Conditions are attached and made a part of this agreement (Pages 2-6)		
All other terms and conditions of the lease shall remain in force and effect		
<b>LESSOR</b>		
SIGNATURE GF Capital Real Estate Fund Investment III, LLC	NAME OF SIGNER James E. Taussig <i>James E. Taussig, V.P.</i>	
ADDRESS 767 Fifth Avenue, 46th Floor, New York, NY 10153	NAME OF SIGNER Robert T. Glass	
IN THE PRESENCE OF SIGNATURE <i>Robert T. Glass</i>	NAME OF SIGNER Robert T. Glass	
SIGNATURE <i>[Signature]</i>	UNITED STATES OF AMERICA NAME OF SIGNER NAME OF SIGNER Darnell Chavis	
SIGNATURE <i>[Signature]</i>	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	