
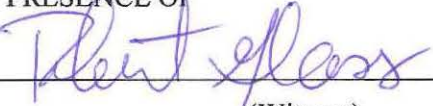



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	Supplemental Lease Agreement NO. 3	DATE 4/24/12
<b>SUPPLEMENTAL LEASE AGREEMENT</b>	TO LEASE NO. GS-O4B-61118	
ADDRESS OF PREMISES: 700 Westpark Drive, Peachtree City, Georgia 30269-1498		
THIS AGREEMENT, made and entered into this date by and between GF Capital Real Estate Fund Investment III, LLC whose address is 767 Fifth Ave 46 <sup>th</sup> 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 April 13, 2012 to issue the notice to proceed with the construction of the demised premises, establish the Tenant improvement allowance.  Upon execution of this Supplemental Lease Agreement (SLA), this serves as a Notice to Proceed (NTP) for approved Change orders #1 as defined as Tenant Work Authorization #1 for an amount not to exceed <b>\$148,175.00</b> , the estimate provided by DVS, to construction tenant improvements for the [REDACTED] located at 700-Westpark Drive, Peachtree City, GA 30269-1498.  this Notice to Proceed increases the previously authorized tenant improvement award of <b>\$394,172.00</b> to the NOT TO EXCEED amount of <b>\$542,347.00</b> in accordance with the estimate provided by Leapley Construction dated March 22, 2012 and said approved construction drawings dated February 27, 2012, and change orders 1 dated April 12, 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.		
<b>LESSOR: GF Capital Real Estate Fund Investment III, LLC</b>		
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)	
<b>UNITED STATES OF AMERICA:</b>		
BY <u></u> (Signature)	<b>GENERAL SERVICES ADMINISTRATION</b>  CONTRACTING OFFICER (Official Title)	