

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL
AGREEMENT No.
1

DATE
3/13/12

SUPPLEMENTAL LEASE AGREEMENT

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 46th 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 10, 2012 as follows:

Paragraphs 1,2,3,4,7, and 11 of this lease are hereby deleted in their entirety and replaced as follows;

1. Paragraph 1 is amended to reflect: Upon completion of alterations in the leased facility the square footage will change as follow: The government currently occupies 46,238 rentable square feet or 40,242 ANSI/BOMA square feet of office space. The government will acquire leased expansion space in the amount of 2,508 rentable square feet or 2,180 ANSI/BOMA square feet, currently identified as room 120 and 122. The total amount of space under this lease shall be: 48,746 rentable or 42,422 ANSI/BOMA square feet located at 700 Westpark Drive, Peachtree City, GA 30269-1498. The possession of the 2508 rentable square feet shall be Mar 10, 2012, however no rent shall accrue on the space until the new effective date of the lease which shall be May 1, 2012. The time period between March 10, 2012 and May 1, 2012 the Government will receive free rent.

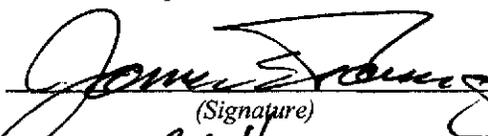
2. Paragraph 2 is amended to reflect: TO HAVE AND TO HOLD the said premises with their appurtenances for the tern beginning on May 1, 2012 through April 30, 2022, subject to termination rights as may be hereinafter set forth.

3. Paragraph 3 of the contract is amended to read: The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

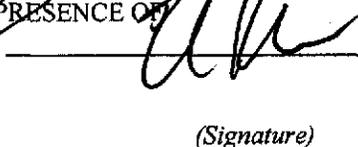
TERM	ANNUAL RENT	RATE PRSF	RATE ABOA	MONTHLY RATE
05/01/12 through 4/30/17	\$1,548,660.42	\$31.77	\$36.51	\$129,055.04
05/01/17 through 4/30/22	\$1,402,422.42	\$28.77	\$33.06	\$116,868.54

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

LESSOR GF Capital Real Estate Fund Investment III, LLC

BY 
(Signature)

Vice President
(Title)

IN PRESENCE OF 
(Signature)

767 Fifth Avenue, 46th Floor, NYC 10153
(Address)

UNITED STATES OF AMERICA

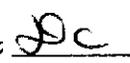
BY 
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

4. Paragraph 4 is amended to reflect: The Government may terminate this lease, in whole or in part, at any time on or after April 30, 2017, by giving the Lessor at least 30 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 day of mailing.
5. Paragraph 7 of the contract is amended to read: The premises described in Paragraph 1 of this Standard Form 2 shall contain 42,422 ANSI/BOMA square feet of (ABOA) of office space.
6. Paragraph 11 of the contract is amended to reflect: In accordance with SFO 1GA2078 Paragraph 4.1(Tax Adjustment), the percentage of Government occupancy is established as 53.2%. (Based on Government occupancy of 48,746 rentable square feet and total building area of 91,609 sq. ft.) Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum BOMA usable square footage stated in the SFO, and in accordance with paragraph 4.1.
7. With the exception of rooms 120 and 122, the provisions of this Supplemental Lease Agreement are not meant to modify in any way Lessor's maintenance and repair obligations under the Lease. Notwithstanding anything in the Lease to the contrary, the Government will be responsible for the maintenance and repair of all equipment within the 2508 rentable square foot expansion space located on the 1st floor rooms 120 and 122.
8. Lessor to have [REDACTED] installed on both rooms 120 and 122 doors. Specifications to be provided by the agency, no later than March 9, 2012. Cost to be included as part of TI allowance.
9. Lessor to have demising wall constructed in compliance with SFO 1GA2078 to separate tenant space from Lessor's other tenants. Tenant space shall encompass a corridor to the stairwell and rear door as entry and exit point or common area. Construction drawings are to be provided by the Lessor for final approval by GSA and the agency.
10. Timeline for completion of demising wall shall be incorporated into the current build out plan of the current expansion project and any cost to the Government shall be including in the TI allowance in accordance with SFO 1GA2078.

All other terms and conditions of the lease shall remain in force and effect.


LESSOR


Govt. Rep