

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 05	TO LEASE NO. GS-04B-50024	DATE	PAGE 1 of 1
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ADDRESS OF PREMISES **One Liberty Square Building, 55 Beattie Place, 7th Floor, Greenville, SC 29601-2127**

THIS AGREEMENT, made and entered into this date by and between **FRI GREENVILLE II, LLC**

whose address is **2090 Palm Beach Lakes Boulevard, Suite 700, West Palm Beach, FL 33409-6508**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease contract to provide for alterations to the leased space per change orders 1-3 requested by the Agency. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

Paragraphs 2, 3 and 4 of the lease are hereby deleted in their entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning on June 20, 2011 through June 19, 2021, subject to termination and renewal rights as may be hereinafter set forth."

"3. The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows:

TERM	ANNUAL RENT	RATE PER RSF ²	RATE PER BOASF ³	MONTHLY RATE
6/20/2011 – 9/19/2011	\$101,451.46 ¹	\$ 6.48	\$ 7.52	\$ 8,454.29
9/20/2011 – 6/19/2016	\$447,617.01 ⁴	\$28.59	\$33.16	\$37,301.42
6/20/2016 – 6/19/2021	\$366,530.37 ⁵	\$23.41	\$27.16	\$30,544.20

Note 1: The Government shall not be responsible for shell rent or operating costs for the first three months of the lease, \$28,848.02 monthly, totaling \$86,544.06 of free rent. The Government shall be responsible for the first three months of TI payments, \$8,454.29 monthly, totaling \$25,362.86.

Note 2: The rate per Rentable Square Feet (RSF) is determined by dividing the total annual rental by the RSF set forth in paragraph 1 above.

Note 3: The rate per ANSI/BOMA Office Area Square Feet (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in paragraph 9.

Note 4. Shell Rent \$17.05 (\$266,941.13); Operating Costs \$5.06 (\$79,224.42); Tenant Improvements \$6.48 (\$101,451.46)

Note 5. Shell Rent \$18.35 (\$287,305.95); Operating Costs \$5.06 (\$79,224.42)"

"4. The Government may terminate this lease, in whole or in part, at any time on or after June 19, 2016, by giving the Lessor at least sixty (60) 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."

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 hereto have hereunto subscribed their names as of the date first above written.

LESSOR FRI GREENVILLE II, LLC

NAME OF SIGNER

Jonathan Cameron-Hayes

vd., Suite 700, West Palm Beach, FL 33409

IN PRESENCE OF

NAME OF SIGNER

V. Taya Cone

SIGNATURE

ADDRESS

2090 Palm Beach Lakes Blvd., Suite 700, West Palm Beach, FL 33409

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

ROBERT E. SCOTT
CONTRACTING OFFICER

OFFICIAL TITLE OF SIGNER

AUTHORITY
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