SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AG	BREEMENT NO.	TO LEASE NO.	DATE/ / _	PAGE	-
07		GS-04B-50024	3/W//3	1 of 2	
ADDRESS OF PREMISES	One Libe	erty Square Building, 55 E	Beattie Place, 7 th Flo	oor, Greenville, SC 29601-2127	,

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

whose address is 1271 Avenue of Americas, 39th Floor, New York, NY 10020

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 establish beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective <u>June 20, 2011</u>, as follows:

Paragraph 10 of the lease is hereby deleted in their entirety and replaced as follows:

Continued on Page 2

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SUPPLEMENTAL LEASE AGREEMENT NO. 07 LEASE NO. GS-04B-50024 Page 2 of 2

10. The rental rate in paragraph 3 above for the period of 6/20/2011 - 6/19/2016 includes the Tenant Improvement Allowance (TIA) in the amount of \$437,302.80 at \$32.40 per ABOASF will be amortized over a period of 60 months at an interest rate of 6.0%, at a rate of \$7.52 per ABOASF (\$6.48 per RSF).

The actual cost of the tenant improvement construction is \$860,031.00 plus change orders totaling \$4,918.20 for a summary amount of \$864,949.20.

The overage in Tenant Improvement (TI) costs shall be reimbursed to the Lessor in a one-time lump sum payment in the amount of \$427,646.40 less \$422,728.20 already paid on 8/12/2011 leaving a balance of \$4,918.20 which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

The Government shall reimburse the Lessor in a lump sum payment in the amount of <u>\$4,918.20</u>, upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at www.gsa.finance.gov. If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center FAS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Elaine D. Peters, Senior Leasing Contracting Officer

U. S. General Services Administration | Real Estate Acquisition Division 77 Forsyth St, SW, Suite 500 | Atlanta, GA 30303 - 3458

O: 404.562.2773 | C: 404.433.8500 | F: 404.562.2747

elaine.peters@gsa.gov | gsa.gov/leasing

A proper invoice must include:

- 1. Invoice Date
- 2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
- 3. Building address, and a description, price and quantity of the items delivered
- 4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it

5.	GSA	PDN	#

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.

End of Document

INITIALS: _____LESSOR GOV'T