

DUPLICATE ORIGINAL

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-50024	DATE	PAGE 1 of 2
---------------------------------------	------------------------------	------	----------------

ADDRESS OF PREMISES One Liberty Square Building, 55 Beattie Place, 7<sup>th</sup> 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 as indicated below.

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 1,2,3,4,6,9,10,12,13 and 22 of the lease is hereby deleted in its entirety and replaced as follows:

"1. The Lessor hereby leases to the Government the following described premises: A total of 15,657 Rentable Square Feet (RSF) of office and related space, consisting of 13,497 ANSI/BOMA Office Area square feet (ABOASF) on the seventh floor in the One Liberty Square Building located at 55 Beattie Place, 7<sup>th</sup> Floor, Greenville (Greenville County), South Carolina 29601-2127

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning on August 1, 2010 through July 31, 2020, 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 <sup>1</sup>	RATE PER RSF <sup>2</sup>	RATE PER BOASF <sup>3</sup>	MONTHLY RATE
8/1/2010 - 7/31/2015	\$447,631.67	\$28.59	\$33.17	\$37,302.64
8/1/2015 - 7/31/2020	\$366,530.37	\$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 month of the lease, \$26,071.20 monthly, totaling \$78,213.60 of free rent.

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."

Continued on Page 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	NAME OF SIGNER JE CAMERON-HATES
ADDRESS	2090 PALM BEACH LAKES BLVD, SUITE 700, WEST PALM BEACH, FL 33409

IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER JENNIFER LOMBARDO
ADDRESS	2090 PALM BEACH LAKES BLVD SUITE 700, WEST PALM BEACH, FL 33409

UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER ROBERT E. SCOTT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

- "4. The Government may terminate this lease, in whole or in part, at any time on or after July 31, 2015, 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."
- "6. Rental is subject to the Governments' measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
- FRI GREENVILLE II, LLC  
2090 Palm Beach Lakes Boulevard, Suite 700  
West Palm Beach, FL 33409-6508"
- "9. The premises described in Paragraph 1 of this Supplemental Lease Agreement shall contain 13,497 ABOASF of office and related space."
- "10. The rental rate in paragraph 3 of this Supplemental Lease Agreement for the period of five (5) years includes all Tenant Improvements. The Tenant Improvement allowance (T/I) provided in the lease is \$32.40 per ABOASF, or a total of \$437,365.98 amortized at an interest rate of 6% over five (5) years at a rate of \$7.52 per ABOASF (\$6.48 per RSF). The T/I will be used to construct the interior space in accordance with the attached approved Design Intent Drawings. If the tenant improvement cost exceeds \$32.40 per ABOASF (for up to 13,497 ABOASF) the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$32.40 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his subcontractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build out.
- "12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 7SC2013, the percentage of Government occupancy is established as 6.444% (based on total building area of 242,982 RSF and the Government's occupancy of approximately 15,657 RSF). 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 ABOASF stated in the SFO (except as noted for rent free space), and in accordance with GSA Form 3517B, GENERAL CLAUSES."
- "13. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 7SC2013, the common area factor (CAF) is established as 16% or 1.16, based on 15,657 RSF and 13,497 ABOASF."
- "22. In accordance with the SOLICITATION FOR OFFERS 7SC2013, Paragraph 2.4, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with the lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor and the Broker have agreed to a cooperating lease Commission less the Commission Credit which totals [REDACTED] to the Broker inclusive of [REDACTED] already paid with a net balance of [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments, with the exception of the first three (3) month's rent for which the Government shall pay \$0 for shell rent and operating costs (as noted in paragraph 3, Note 1), and continue as indicated in this schedule for adjusted Monthly Rent:

Fourth Month's Rental Payment \$37,302.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$37,302.64 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent."

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.