

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>06</b>	TO LEASE NO. <b>GS-04B-50024</b>	DATE <b>11/29/2012</b>	PAGE <b>1 of 3</b>
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2165 AB

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 and RIVERSIDE GREENVILLE, LLC**

whose address is **c/o Lehman Brothers Holdings, Inc., 1271 Avenue of Americas, 39<sup>th</sup> 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 June 20, 2011, as follows:

**Paragraphs 1, 2, 3, 4, 10 and 22 of the lease are hereby deleted in their 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 June 20, 2011 through June 19, 2021, subject to termination and renewal rights as may be hereinafter set forth.

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<b>IN WITNESS</b>	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
SIGNATURE	[Redacted]	NAME OF SIGNER	Jeffrey Fitts	Authorized Signatory	
ADDRESS	1271 Avenue of Americas, N.Y., N.Y. 10020				
		<b>IN PRESENCE OF</b>			
SIGNATURE	[Redacted]	NAME OF SIGNER	Deanna Emilio		
		<b>UNITED STATES OF AMERICA</b>			
		NAME OF SIGNER	ROBERT E. SCOTT		
		OFFICIAL TITLE OF SIGNER	CONTRACTING OFFICER		

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

Term	Shell	Shell RSF	Operating	Operating RSF	TI	TI RSF	Total Annual Rental	Total Annual Rental RSF	Monthly
6/20/2011–9/19/2011	\$0.00	\$0.00	\$0.00	\$0.00	\$101,451.46	\$6.48	\$101,451.46	\$6.48	\$ 8,454.29
9/20/2011–6/19/2016	\$266,951.85	\$17.05	\$79,224.42	\$5.06	\$101,451.46	\$6.48	\$447,627.73	\$28.59	\$37,302.31
6/20/2016–6/19/2021	\$287,305.95	\$18.35	\$79,224.42	\$5.06	\$0.00	\$0.00	\$366,530.37	\$23.41	\$30,544.20

Note 1: The Government shall not be responsible for shell rent or operating costs for the first three months (6/20/2011 – 9/19/2011) 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 15,657 RSF set forth in paragraph 1 of SLA1.

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) day 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.

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 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 \$427,646.40, 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](http://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

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 GOV'T



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

**Robert E. Scott, MCR, RPA | Contracting Officer/Leader-Facilitator**  
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  
[roberte.scott@gsa.gov](mailto:roberte.scott@gsa.gov) | [gsa.gov/leasing](http://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 # 0020925

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 [REDACTED] less the shell rent and operating costs for the first three months of the lease 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] due 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 \$37,302.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$37,302.31 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.

End of Document

INITIALS:  LESSOR  
GOV'T