

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 02	TO LEASE NO. GS-04B-50024	DATE	PAGE 1 of 2
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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 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 2,3,4 and 22 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 1, 2011 through May 31, 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:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER RSF²</u>	<u>RATE PER BOASF³</u>	<u>MONTHLY RATE</u>
6/1/2011 – 8/31/2011	\$101,451.46 ¹	\$6.48	\$7.52	\$8,454.29
9/1/2011 – 5/31/2016	\$447,617.01 ⁴	\$28.59	\$33.16	\$37,301.42
6/1/2016 – 5/31/2021	\$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 May 31, 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."

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

	LESSOR
	NAME OF SIGNER <i>J. CAMERON - HAMES</i>
2090 PALM BEACH LAKES BLVD, #700, WEST PALM BEACH, FL 33409	

	IN PRESENCE OF
	NAME OF SIGNER <i>V. Taya Cone</i>
2090 Palm Beach Lakes Blvd, #700, West Palm Beach, FL 33409	
UNITED STATES OF AMERICA	

	NAME OF SIGNER <i>ROBERT E. SCOTT</i>
	OFFICIAL TITLE OF SIGNER <i>CONTRACTING OFFICER</i>

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"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] 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 \$37,302.31 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.

INITIALS: [REDACTED] LESSOR
[REDACTED] GOVT