

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

8/22/2012

LEASE NO.

Lease # GS-04B-62299

THIS LEASE ~~made~~ and entered into this date by and between

Harold Simmons Family, LLC

whose address is

145 King Street, Suite 100, Charleston, SC 29401-2228

and whose interest in the property hereinafter described is that of

Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

1. A total of 3,202 rentable square feet ( RSF) of office and related space, which yields 2,785 ANSI/BOMA Office Area square feet (ABOASF) Block A 2,685 RSF / 2,335 ABOA, Block B 517 RSF / 450 ABOA)to be located on the 1st floor of 4600 Goer Street (Charleston County) North Charleston, SC 29406-6500 along with eleven (11) surface parking spaces for Block A, one (1) surface parking spaces for Block B, which totals twelve (12) surface parking spaces.

to be used for

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

May 1, 2012 through April 30, 2022

, subject to termination

and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per rentable square foot (RSF) in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Paragraph 3 is deleted in its entirety and replaced with Paragraph 9

4. The Government may terminate this lease at any time by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Paragraph 5 is deleted in its entirety.

provided notice be given in writing to the Lessor at least days before the end of the original lease term

or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

Said notice shall be computed commencing with the day after the date of mailing.

AA

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. Those facilities, services, supplies, utilities and maintenance in accordance with Solicitation for Offers OSC2003.

B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings.

C. Lessor shall provide sixteen (16) surface parking spaces for Government use at no additional cost.

7. The following are attached and made a part hereof:

The General Provisions and Instructions

A. Continuation of Lease Contract No. GS-04B-62299 (pages 3-4)

B. Solicitation for Offers 9SC2076 dated April 11,2011 ; SFO Amendment 1; Floor Plans

C. GSA Form 3517B entitled GENERAL CLAUSES (Rev.11/11) (pages 1-48)

D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (pages 1-7)

8. The following changes were made in this lease prior to its execution:

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

LESSOR

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

STATES OF AMERICA

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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

TERM	SHELL PRSF	OP PRSF	TI PRSF	PRSF RATE	OASF RATE	ANNUAL SHELL RATE	ANNUAL OP RATE	ANNUAL RATE	MONTHLY
5/01/2012-4/30/2017 Block A	\$13.25	\$4.64	\$8.32	\$26.21	\$30.14	\$35,576.25	\$12,458.40	\$70,374.87	\$5,864.57
5/01/2012-4/30/2017 Block B	\$13.25	\$4.64	\$6.66	\$24.55	\$28.21	\$6,850.25	\$2,398.88	\$12,693.44	\$1,057.79
Composite Rate	\$13.25	\$4.64	\$8.05	\$25.94	\$29.57	\$42,426.50	\$14,857.28	\$83,068.31	\$6,922.36

TERM	SHELL PRSF	OP PRSF	TI PRSF	PRSF RATE	OASF RATE	ANNUAL SHELL RATE	ANNUAL OP RATE	ANNUAL RATE	MONTHLY
5/01/2017-4/30/2022 Block A	\$14.28	\$4.64	\$0.00	\$18.92	\$21.57	\$38,341.80	\$12,458.40	\$50,800.20	\$4,233.35
5/01/2017-4/30/2022 Block B	\$14.28	\$4.64	\$0.00	\$18.92	\$21.57	\$7,382.76	\$2,398.88	\$9,781.64	\$8.15.14
Composite Rate	\$14.28	\$4.64		\$18.92	\$21.76	\$45,724.56	\$14,857.28	\$60,581.84	\$5,084.49

Rent for a lesser period shall be prorated. Rent checks should be made payable to:

Harold Simmons Family, LLC  
145 King Street, Ste 100  
Charleston, SC 29401-2228

The above annual rent is inclusive of the base annual operating rental rate indicated in Paragraph 15 of this lease contract.

10. The Government may terminate this lease in whole or in part at any time on or after April 30, 2017, the fifth (5<sup>th</sup>) lease year, by giving at least ninety (90) days' notice in writing to the Lessor and not rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
11. The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, and General Clauses. The lease contract and the amount of the rent will be adjusted accordingly.
12. Rent includes a Tenant Improvement Allowance of Block A \$94,581.16 / Block B \$14,582.11 to be amortized through the rent over 60 months at the rate of 6.75% resulting in 8.05 per rentable square foot, 9.26 per ANSI BOMA Office Area square feet.

Blocks	Total Amount	Annual Amount
Block A	\$111,701.10	\$22,340.22
Block B	\$17,221.55	\$3,444.31
Total	\$128,922.65	\$25,784.53

- 13. In accordance with SFO paragraph 1.3, *Measurement of Space*, the common area factor is established as 1.15 (3,202 RSF / 2,852 poasf).
- 14. In accordance with SFO paragraph 4.1, *Tax Adjustment*, the percentage of Government occupancy is established as 7% (3,202 RSF / 43,122 RSF).
- 15. In accordance with SFO paragraph 4.2, *Operating Costs Base*, the escalation base is established as \$14,857.28 per annum (\$4.64 prsf, \$5.34 poasf rounded).
- 16. In accordance with SFO paragraph 4.3, *Adjustment for Vacant Premises*, the adjustment is established as \$1.23/ ABOASF for vacant space (rental reduction).
- 17. In accordance with SFO paragraph 4.5, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour, per floor, beyond the *Normal Hours* (Solicitation 9SC2076, Paragraph 4.6) of operation. Normal hours are Monday through Friday 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost (\$0.00) to the Government.
- 18. Daytime cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO 9SC2076 Paragraph 4.8, *Janitorial Services*.
- 19. In accordance with SFO paragraph 10.16, [REDACTED] *Requirements (Nov 2005) (Building Shell)*, the rental set forth in Paragraph 9 of this Lease Agreement shall include material and installation of the aforementioned at no additional cost to the Government.
- 20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

////////////////////////////////////// END OF SF-2 //