

LEASE NO. GS-04P-LSC62638

**Succeeding/Superseding Lease
GSA FORM L202 (October 2012)**

This Lease is made and entered into between Parkside LLC, Hogback South Carolina LLC, Zimlina LLC, and Pelgreen LLC, c/o Parkside LLC (Lessor), whose principal place of business address is 2795 E. Bidwell St, Suite 100 Box 276, Folsom, CA 95630 and whose interest in the Property described herein is that of Fee Owner, and The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, comprising of a total of 18,208 RSF (16,553 ABOA) being all or a portion of the Property located at 319 Pelham Road, Greenville, SC 29609 and more fully described in Section 1 and Exhibit E, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

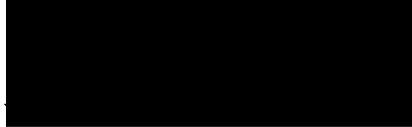
To Have and To Hold the said Premises with their appurtenances for the term of 10 years, 5 years firm beginning February 4, 2015 and continuing February 3, 2025, subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR



Name: _____

Title: President
Date: 3/30/2014



Name: _____

Darnell Chavis
Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 9/11/14



Name: _____

Title: OWNER
Date: 3/30/2014

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 18,208 rentable square feet (RSF), yielding 16,553 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the First floor(s) located at 319 Pelham Road, Greenville, SC 29609, as depicted on the floor plan(s) attached hereto as Exhibit H.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.10 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property, or in the absence of a local code requirement, onsite parking shall be available at a ratio of 1 space for every 180 rentable square feet of Government demised area.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$191,184.00	\$191,184.00
TENANT IMPROVEMENTS RENT ²	*\$ 34,536.66	\$0.00
OPERATING COSTS ³	\$ 118,352.00	\$ 118,352.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	*\$ 2,754.92	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$346,827.58	\$309,536.00

¹Shell rent (Firm Term) calculation: \$10.50 per RSF multiplied by 18,208 RSF

²The Tenant Improvement Allowance of \$148,869.00 is amortized at a rate of 6% percent per annum over 5 years.

³Operating Costs rent calculation: \$6.50 per RSF multiplied by 18,208 RSF

⁴Building Specific Amortized Capital (BSAC) of \$11,875.00 are amortized at a rate of 6 percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

*TI and BSAC rounded

**Free Rent in the amount of \$33,681.12 spread over the first six (6) months of the lease (-5,613.52) monthly x 6 months)

33,681.12

(-5,613.52)

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. SUBPARAGRAPH DELETED

C. SUBPARAGRAPH DELETED

D. SUBPARAGRAPH DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. SUBPARAGRAPH DELETED

~~1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) INTENTIONALLY DELETED~~

~~1.05 TERMINATION RIGHTS (AUG 2011)~~

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

~~1.06 RENEWAL RIGHTS (AUG 2011) INTENTIONALLY DELETED~~

~~1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)~~

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SCOPE OF WORK FOR TENANT IMPROVEMENT ALTERATIONS	18	A
SECURITY REQUIREMENTS - LEVEL II	8	B
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	39	C
GSA FORM 3517B GENERAL CLAUSES	47	D
AGENCY PROPOSED DESIGN SCHEMATIC (RECONFIGURATION)	1	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

~~1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)~~

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

~~1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED~~

~~1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012) INTENTIONALLY DELETED~~

~~1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)~~

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,208 RSF by the total Building space of 18,208 RSF.

~~1.12 ESTABLISHMENT OF TAX BASE (JUN 2012)~~

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$43,291.13**

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.50** per RSF (**\$118,352/annum**).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$0.00** per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

Overtime usage for the entire space, the ADP Room, and the VTR Room which operates 24 hours a day is without any charge.

1.16 ~~24-HOUR HVAC REQUIREMENT (APR 2014)~~ INTENTIONALLY DELETED

1.17 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Provide Tenant Improvement Alterations per "Agency Specific Requirements and Agency Proposed Design Schematic", Exhibits A & E.
- B. Lessor-Provided Test Fit Drawings (TFDs): The Lessor must submit to GSA, as part of proposal to lease space, Test Fit Drawings demonstrating conforming to the requirements including the tenant improvement alterations stated in Exhibit E of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements together with a budget proposal based on the Tenant Improvements and associated work as shown on the Test Fit Drawings.

For the purposes of this Lease, TFDs are defined as fully dimensioned drawings of the leased Space that reflect conformance to all Lease requirements including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract.

It is the Lessor's understanding that the Test Fit Drawings submitted with the proposal is subject to revision and could be arranged into endless configurations after award. Deviations to the final and approved design concept and space layout furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.