

LEASE NO. GS-04P-LSC62437

Streamlined Lease
GSA FORM L201B (September 2013)

This Lease is made and entered into between

Skyline Holdings, LLC

(Lessor), whose principal place of business is [ADDRESS], 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, being all or a portion of the Property located at

1821 Sam Rittenberg Blvd, Charleston, SC 29407-4823

and more fully described in Section 1 and Exhibit A, 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 its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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:

[Redacted Signature]

Name: STEVEN DOCTOR
Title: Partner
Entity Name: Skyline Holdings, LLC
Date: 7/31/14

[Redacted Signature]

Name: Max [unclear]
Title: _____
Date: 7/31/14

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.

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Jaskamal S. Tucker
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 8/5/14

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 16,713 rentable square feet (RSF), yielding 16,200 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 103.17 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 (SEP 2013)

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: 84 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which all 84 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM (YR 1-10)	NON FIRM TERM (YR 11-15)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 317,547.00	\$ 484,677.00
TENANT IMPROVEMENTS RENT ²	\$ 84,735.90	\$ 0.00
OPERATING COSTS ³	\$ 133,536.87	\$ 133,536.87
BUILDING SPECIFIC AMORTIZED CAPITAL(BSAC) ⁴	\$ 29,503.66	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 565,323.43	\$ 618,213.87

¹Shell rent calculation:
(Firm Term) \$19.00 per RSF multiplied by 16,713 RSF
(Non Firm Term) \$29.00 per RSF multiplied by 16,713 RSF
²The Tenant Improvement Allowance of \$636,037.92 is amortized at a rate of 6% percent per annum over 10 years.
³Operating Costs rent calculation: \$7.99 per RSF multiplied by 16,713 RSF
⁴Building Specific Amortized Capital (BSAC) of \$221,458 are amortized at a rate of 6 percent per annum over 10 years

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 16,200 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED
- D. THIS SUB-PARAGRAPH WAS INTENTIONALLY 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

1.13 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 16,713 RSF by the total Building space of 16,73 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$33,961.86. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.99 per RSF (\$133,536.87/annum)

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$3.50 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$10.00 per hour per zone
- \$ 110.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a daily rate of \$68.00 per/day for the entire space receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Fire Protection and Life Safety - Lessor must provide certification for an operational sprinkler system, which shall be compliant with ABBAS requirements (Must have visual alarm devices, per ABBAS).
- B. ABAAS Upgrades - Must be compliant per building code, ABBAS requirements, and Lease, whichever shall be more stringent
- C. SEISMIC Retrofit. See Attachment and "Additional Terms and Conditions"

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

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. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED

1.04 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 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	EXHIBIT
FLOOR PLAN(S)	A
PARKING PLAN(S)	B
GENERAL CLAUSES (GSA FORM 3517B)	C
BUILDING RENDERING	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	E
APPROVED DIDS	F
SECURITY REQUIREMENTS - [REDACTED]	G
SEISMIC OFFER FORMS	H
SEISMIC OFFER FORM E	I
AGENCY SPECIFIC REQUIREMENTS (ASR), DATED 09/27/13	J
[REDACTED] REQUIREMENTS 02-21-14	K
[REDACTED] PACKAGE 04-29-14	O

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Lessor has agreed to provide Tenant Improvements to the space (TI Costs) for a total cost of \$2,082,349.40 (\$1,860,891.40(TI) + \$221,458.00(BSAC)) based on the approved DIDs included in Exhibit F. The lessor shall amortize a portion of the TI cost, \$857,495.92 (\$636,037.92(TI) + \$221,458.00(BSAC)), and the remaining \$1,224,853.48 of the TI cost shall be reimbursed as one lump-sum payment after the acceptance of the space by the LCO and submittal of an invoice to GSA Finance. The total amount amortized shall be included in the rent over the Firm Term of this Lease, at an interest rate of 6 percent per year.

Should the Government request additional items, above and beyond the scope of the approved DIDs, Exhibit F, the Lessor must provide multiple bids for such changes and shall be reimbursed for build-out costs accordingly.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED