

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO
GS-04B-62237

THIS LEASE, made and entered into this date by and between
TOWER ON MAIN, LLC
c/o CBRE/THE FURMAN CO.

whose address is
101 North Main Street Suite 1400
Greenville, SC 29601-2171

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:

A total of 4,349 rentable square feet (RSF) of office and related space, which yields 3,479 ANSI/BOMA Office Area square feet (ABOASF) of space in the building located at 301 N. Main Street, Greenville, South Carolina 29601-2171 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are ~~six~~ (11) on-site, structured parking spaces for the exclusive use of Government employees.

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 beginning on

10/23/2011 through 10/22/2016, 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 N/A in arrears.

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

Paragraph 3 is deleted and replaced with Paragraph 9 and 11

4. The Government may terminate this lease at any time by giving at least 60 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 it's entirety.

provided notice be given in writing to the Lessor at least N/A 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.

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 2NC0200.
- 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 stated in the Solicitation for Offers 2NC0200 and the design intent drawings.
- C. Any Build out shall be in accordance with Solicitation for Offers 2NC0200 and Government approved design intent drawings.
- D. Deviations to any approved space layouts 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.

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

The General Provisions and Instructions

- A. Continuation of Lease Contract No. GS-04B-62237, (Page 3-4)
- B. Solicitation for Offers 2NC0200 dated 10/18/2011; (Pages 1-36)
- C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 6/08) (Pages 1-2)
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
- E. Exhibit A – Base Shell Plans

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


NONE.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	SIGNATURE
	
NAME OF SIGNER	NAME OF SIGNER
	Alan B. Kahu

IN PRESENCE OF

SIGNATURE	SIGNATURE
	
NAME OF SIGNER	NAME OF SIGNER
	Virginia Mooney

UNITED STATES OF AMERICA

NAME OF SIGNER
ALVIN P. JACKSON
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 RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
10/23/11 – 10/22/2014	\$71,592.17	\$16,823.00	\$0.00	\$88,415.17	\$20.33	\$25.41*
10/23/14 – 10/22/2016	\$77,724.26	\$16,823.00	\$0.00	\$94,547.26	\$21.74	\$27.18*

*rounded

- Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.
- Note 2. The rate per ANSI/BOMA office area square foot (OASF) is determined by dividing the total annual rental by the ANSI/BOMA office area square footage set forth in Paragraph 1.

The above annual rent is inclusive of the base annual operating rental rate indicated in Paragraph 16 of this lease contract.

- 10. The Government may terminate this lease in whole or in part at any time on or after October 23, 2014 year by giving at least sixty (60) 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.
- 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 ANSI/BOMA rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), and GSA Form 3517 General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

TOWER ON MAIN, LLC
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 Greenville, SC 29601-2171



- 12. The DUNS number for leasing entity is 109543590.
- 13. The rental set forth in Paragraph 3 of this Lease Agreement does not include tenant improvement costs. Upon completion of the tenant improvements, the actual cost of said tenant improvements shall be reconciled and the rent will be adjusted accordingly.
- 14. In accordance with Solicitation for Offers 2SC0200 Paragraph 1.3.C, *Measurement of Space*, the common area factor is established as *1.25007186* (4,349 RSF / 3,479 ABOASF).
- 15. In accordance with Solicitation for Offers 2SC0200 Paragraph 4.1.B.9, *Tax Adjustment*, the percentage of Government occupancy is established as 2% (4,349 RSF / 192,646 entire building SF).
- 16. In accordance with Solicitation for Offers 2SC0200 Paragraph 4.2, *Operating Costs*, the escalation base is established as \$16,823.00 per annum (\$3.87 prsf, \$4.84 poasf rounded).
- 17. In accordance with Solicitation for Offers 2SC0200 Paragraph 4.3, *Adjustment for Vacant Premises*, the adjustment is established as \$19.20 prsf for vacant space (rental reduction). If the Government vacates the premises prior to the termination date set in paragraph 10 then the Government shall pay the landlord \$19.20 PRSF until the lease is backfilled or terminated by the Government.
- 18. In accordance with Solicitation for Offers 2SC0200 Paragraph 4.5, *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour beyond the *Normal Hours* (Solicitation for Offers 1NC2107 Paragraph 4.5) of operation are Monday through Friday 7:00 am to 5:00 pm and Saturday 9:00 am to 1:00 pm.
- 19. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 2SC0200 Paragraph 4.9, *Janitorial Services*.

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 Lessor Government

20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the Solicitation for Offers 2SC0200, the SF-2 shall take precedence.

21. The office space to be occupied by the Government shall be identified in Exhibit A.

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

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Lessor Government