

LEASE NO. GS-04B-62247

**Simplified Lease
GSA FORM L201A (June 2012)**

This Lease is made and entered into between

Alan B. Kahn & Tower on Main, LLC

(Lessor), whose principal place of business address is c/o CBRE the Furman, CO 101 N. Main Street Suite 1400, Greenville, SC 29601-4845, 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


Landmark Building, 301 North Main Street, Greenville, SC 29601-2152

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 their appurtenances for the term of 10 years, 5 years firm beginning 11/09/2012 continuing 11/08/2022. GSA may terminate this lease in whole or in part on or after the fifth (5th) year on ninety (90) days' written notice to the Lessor. All terms and conditions contained herein shall prevail throughout the term of the lease.

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 
Name: ALAN B. KAHN
Title: MANAGER
Entity Name: Tower on Main, LLC
Date: 10-26-12


Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 11/7/2012


Title: Executive Assistant
Date: 10-26-12

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit B, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)

A. **CBRE, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **CBRE, Inc.**

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, on or after November 8, 2017 by providing not less than 90 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 (SIMPLIFIED) (APR 2011) INTENTIONALLY DELETED**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (JUN 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Legal Description	1	A
Simplified Lease Proposal (GSA Form 1364A)	5	B
Proposed Changes to Space Plan	4	C
Security Requirements Level II	3	D
Representations and Certifications (GSA Form 3518A)	7	E
Floor Plan Delineating the Premises	1	F
Amendments to RLP No. 0SC0243	1	G

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT INTENTIONALLY DELETED**1.09 OPERATING COST BASE (AUG 2011) INTENTIONALLY DELETED****1.10 ADDITIONAL BUILDING IMPROVEMENTS (JUN 2012) INTENTIONALLY DELETED****1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED**