

# LEASE NO. GS-04P-LSC60173

On-Airport Lease  
GSA FORM L201D (September 2013)

This Lease is made and entered into between CHARLESTON COUNTY AVIATION AUTHORITY, whose principal place of business is 5500 INTERNATIONAL BOULEVARD, Suite 101, CHARLESTON, SOUTH CAROLINA, 29418-6911 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 4,709 RSF/ 4,709 ANSI BOMA SF office and related space (Room 109-68 & Bay E) located at 5500 INTERNATIONAL BOULEVARD, CHARLESTON, SOUTH CAROLINA, 29418-6911 and more fully described in Section 1 together with rights to the use of (0) on-site surface parking space 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 December 1, 2015 and continuing through November 30, 2025 (10 Years, 5 Years Firm), subject to termination and renewal rights as may be hereinafter set forth.

**ANNUAL RENT:** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 4,709 RSF as follows:

	YEARS 1-5 Beginning December 1, 2015 and continuing through November 30, 2020.	YEARS 6-10 Beginning December 1, 2020 and continuing through November 30, 2025.
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$184,404.44	\$184,404.44
TENANT IMPROVEMENTS RENT <sup>2</sup>	-\$0	-\$0
OPERATING COSTS <sup>3</sup>	-\$0	-\$0
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	-\$0	-\$0
PARKING <sup>5</sup>	-\$0	-\$0
<b>TOTAL ANNUAL RENT</b>	<b>\$184,404.44</b>	<b>\$184,404.44</b>

<sup>1</sup>Shell rent calculation: Firm Term) \$39.16 per RSF multiplied by 4,709 RSF; (Non Firm Term) \$39.16 per RSF multiplied by 4,709 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years.

<sup>3</sup>Operating Costs rent calculation: \$XXX per RSF multiplied by XXXX RSF

<sup>4</sup>BSAC rate of 0 percent per annum over 0 years  
<sup>5</sup>g spaces reflecting a rate of \$0 per reserved space and \$0 per structured

[Redacted Signature]

Title: Executive Director & CEO  
Entity Name: Charleston County Aviation Auth.  
Date: 11/12/15

[Redacted Signature]

Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 12/11/15

[Redacted Signature]

Name: Tommy Alexander  
Title: Mgr. Administration  
Date: 11/12/15

**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: 4,709 rentable square feet (RSF), yielding 4,709 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the Ground Floor(s) and known as Room 109-68 of the Building and Bay E (of the Air Cargo Building, as depicted on the floor plan(s)).
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 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: Two parking spaces reserved for the exclusive use of the Government, of which (2) 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. (SUBPARAGRAPH INTENTIONALLY DELETED).~~
- B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. Any antenna, satellite dishes and related transmissal devices needed for Lessor's operation shall be coordinated with Lessor to ensure consistency with any similar devices.

**1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)**

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

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$184,404.44	\$39.16	\$184,404.44	\$39.16
<b>Full Service Rate</b>	<b>\$184,404.44</b>	<b>\$39.16</b>	<b>\$184,404.44</b>	<b>\$39.16</b>

- B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 4,709 ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. 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.
- E. 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. This registration service is free of charge.
- F. The 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,

4. 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 modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. ~~Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside). (NONAPPLICABLE) (INTENTIONALLY DELETED)~~

**1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)**

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 90 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [REDACTED] screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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.

**1.05 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)		A
GSA Form 3517B, General Clauses		B
GSA Form 3518, Representations and Certifications		C
GSA Form 1364-S Proposal to Lease Space		D
Security Unit Price List		E
Security Requirements for Level II		F

**1.07 OPERATING COST BASE (SEP 2013) (INTENTIONALLY DELETED)**

**SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS**

**2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)**

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights. (Non Applicable)
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.