

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-048 - 59198

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 908 rentable square feet of office space with 4 surface parking spaces located in N. Charleston, SC for occupancy not later than July 8, 2010 for a term of 10 years, 5 years firm with the Government. Rentable space must yield a minimum of 810 square feet to a maximum of 810 sq.ft. of ANS/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
INITIAL OFFERS ARE DUE 14 DAYS AFTER THE ISSUANCE OF THE SFO.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction, meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within 90 days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet as <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING		
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>As needed</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>5 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>6 mo. intervals</u>	Public Areas <u>3 years</u>	

3. OTHER REQUIREMENTS: See Attachment 1

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANS/BOMA 285.1-1995 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS: "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED"
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):

GENERAL SERVICES ADMINISTRATION
Page 1 of 2
INITIALS: DAS & MS
LESSOR GOVT

GSA FORM 3626 (REV. 4/2009)
Prescribed by APD 2800.12A

PART II - OFFER (To be completed by Offeror/Owner and remain open until award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (include ZIP Code) 4600 Gaer Drive North Charleston, SC 29406	2. LOCATION(S) IN BUILDING		
	a. FLOOR(S) 2 nd Floor	b. ROOM NUMBER(S)	
	c. SQ. FT. Rentable 908 ABOA 910	d. TYPE X GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE	

B. TERM

3. To have and to hold, for the term commencing on July 8, 2010 and continuing through July 7, 2020 inclusive. The Government may terminate this lease in whole or in part at any time on or after July 7, 2015 by giving at least 60 (sixty) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT 23,471.88	7. HVAC OverTime \$14.00 per hour	8. Electronic Funds Transfer Payment shall be made to (Name and address) Harold Simmons Family LLC 145 King St. suite 100 Charleston, SC 29401 The Rental Rate includes a total of \$26,247.79 of tenant improvements amortized at an interest rate of <u>5.75</u> % over the 60 months (or \$ <u>25.85</u> per rentable square foot). After the amortization period expires, the annual rent will be reduced to \$ <u>20.38</u> at a rate of \$ <u>1387.29</u> per month
6. RATE PER MONTH \$1958.99		

9a. NAME AND ADDRESS OF OWNER (include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
Harold Simmons Family, LLC 145 King Street Suite 100 Charleston, SC 29401

9b. TELEPHONE NUMBER OF OWNER 843-577-9600	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT David A Simmons	11b. TITLE OF PERSON SIGNING Managing Partner
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 8/27/09

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, (d) Attachment 1, (e) Broker Commission Agreement, and (f) the following changes or additions made or agreed to by you:

The Lessor agrees to waive the right to claim for waste or damage arising from any work accomplished in connection with space alterations, and waives all restoration rights for alterations included in the entire space for the life of the lease.

For the purposes of operating cost escalation, in accordance with Paragraph 12 of the Supplemental Lease Requirement, the annual base cost of services (which is included in the total annual amount above) to \$ _____ PRSF (calculated at 908 RSF)

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Marcus Skinner, Contracting Officer	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 12/11/09
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GENERAL SERVICES ADMINISTRATION
Page 2 of 2
INITIALS: LESSOR MS GOVT

RATE STRUCTURE
OFFER, SFO# 99C2013
CORP OF ENGINEERS, N. CHARLESTON

AGENCY OFFICE USABLE	810	POASF OFFERED	PRSF	888		PRSF
COMMON AREA FACTOR		RSF DIVIDE BY	BUILDING SIZE	50,283	EQUALS % OCCUPANCY	1.806%

1	AN ANNUAL LEASE RATE FOR THE FIRM TERM PER SQUARE FOOT FOR THE BASE	\$ 18.815	PER OASF
	BUILDING SHELL RENTAL INCLUDING FIXED COSTS (SEE FORM 1217 TOTAL #33, LINES 28-32), EXCLUDING ONLY THE COST OF VARIABLE SERVICES AND UTILITIES IN ITEM 2 BELOW	\$ 15.000	PER RSF*
	TOTAL ANNUAL SHELL RENT	\$ 13,626.00	

2	THE ANNUAL COST PER SQUARE FOOT FOR THE VARIABLE SERVICES AND UTILITIES. THIS EQUALS LINE 27 OF THE GSA FORM 1217 DIVIDED BY THE BUILDING USABLE AND RENTABLE.	\$ 4.515	PER OASF
	IF OFFEROR REQUESTS ESCALATION, INCLUDE REQUEST ON GSA		
	GSA FORM 1217, LINE 27 TOTAL	\$ 3,856.88	ANNUAL
	VACANCY RATE REDUCTION POASF	\$ 1.35	

	SUB-TOTAL LINES 1 & 2	\$ 21.329	PER OASF
	SUB-TOTAL LINES 1 & 2	\$ 19.027	PER RSF

3	AN ANNUAL PERCENTAGE INTEREST RATE USED BY LESSOR TO AMORTIZE THE COST OF TENANT ALTERATIONS	PERCENTAGE RATE	6.75%
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4	THE ANNUAL AMOUNT PER SQUARE FOOT OF AMORTIZED INTEREST AND TENANT ALTERATIONS ALLOWANCE. (AMORTIZATIONS OF INTEREST AND TENANT ALLOWANCE TO BE OVER THE FIRM TERM OF THE LEASE	\$ 7.854	PER OASF
	TENANT IMPROVEMENT ALLOWANCE	\$ 6.828	PER RSF
	ANNUAL PRINCIPAL AND INTEREST:	\$ 6,199.77	*FROM AN AMORTIZATION SCHEDULE*
	MONTHLY:	\$ 518.65	

5	A FULL SERVICE ANNUAL (COMPOSITE) LEASE RATE PER SQUARE FOOT AS A SUMMATION OF THE AMOUNTS IN PARAGRAPHS 1, 2, AND 4 ABOVE (YEARS' 1-5)	\$ 28.984	PER OASF
	TOTAL ANNUAL RENT; SHOULD BE THE SAME	\$ 25.855	PER RSF

6	THE FULL SERVICE ANNUAL LEASE RATE FOR YEARS 6-10. THIS IS THE SUM OF THE SHELL* RATE, ON A SIMILAR BASIS TO PARAGRAPH #1 ABOVE ADDED TO PARAGRAPH #2 ABOVE. INCLUDES OPERATING EXPENSE, BUT NOT AMORTIZATION OF TENANT IMPROVEMENTS.	\$ 23.527	PER OASF
		\$ 20.897	PER RSF
	** ASSUMES SERVICES WILL BE ESCALATED IF REQUESTED MADE A PART OF OFFER SEE #1 & #2 ABOVE USE #2 ABOVE OR BASE SEE #1 & #2 ABOVE		

ANNUAL BASE (1) RATE 6-10	BASE RATE (2) SERVICES*	ANNUAL RENTAL YRS 6-10 BREAKDOWN IN SUM OF #6
\$ 19.01	\$ 4.51	\$ 23.53
\$ 16.96	\$ 4.03	\$ 20.99

BROKER'S FEE:	ANNUAL GROSS RENT	FIRM TERM X # YEARS	FIRM TERM CONTRACT \$'S	BROKER'S FEE X %	TOTAL FEE PAYABLE	OTIME RATE PER HOUR
SEE #5	\$ 25,886				\$ 2,934.58	\$ 14.00
GROSS RSF	\$ -	5	\$ 117,363.25	5%	\$ 3,022.62	SPACE
					\$ 5,889.16	HOURS OF OPERATION
					\$ 5,889.16	6-6:00pm
					\$ 5,889.16	MON/FRI
					\$ 5,889.16	0 SAT

INITIALS: MS GOV'T DRS LESSOR DATED: 8/27/09