

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

2/09/2012

LEASE NO.

Lease # GS-04B-62037

THIS LEASE, made and entered into this date by and between

Harold Simmons Family, LLC

whose address is

145 King Street, Suite 100, Charleston, SC 29401-2228

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 4,364 rentable square feet (RSF) of office and related space, which yields 3,795 ANSI/BOMA Office Area square feet (ABOASF) to be located on the 1st floor of 4600 Goer Street, (Charleston County) North Charleston, SC 29406-6500, along with eleven (11) reserved surface parking spaces, to be used for such purposes as determined by the General Services Administration.

to be used for

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

May 1, 2012 through April 30, 2022, 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 rentable square foot (RSF) in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Paragraph 3 is deleted in its entirety and replaced with Paragraph 9

4. The Government may terminate this lease at any time by giving at least 90 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 its entirety.

provided notice be given in writing to the Lessor at least 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 OSC2003.

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 and the Government's final construction drawings.

C. Lessor shall provide eleven (11) surface parking spaces for Government use at no additional cost.

D. Lessor shall remedy all items listed:

- 1) Sink Installation (Must be approved by [redacted] and GSA Contracting Officer)
- 2) HVAC Balance (Must be approved by [redacted] and GSA Contracting Officer)
- 3) Comply with rest room issues (See SFO)
- 4) Secured parking lighting that meets SFO standards.
- 5) Lessor agrees to cover all cost related to physical move of agency into the swing space and back to the permanent space.
- 6) Lessor will not be responsible for DATA/Phone wiring or equipment move. DAs 2/2/12 JA 2/9/2012

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

The General Provisions and Instructions

- A. Continuation of Lease Contract No. GS-04B-62037 (pages 3-4)
- B. Solicitation for Offers OSC2003 dated April 1, 2011 ; SFO Amendment 1; Concept Drawings, Floor Plans
- C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/2011) (pages 1-48)
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 2/11) (pages 1-3)

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

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

LESSOR	
[redacted]	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
DAVID A Simmons	
IN PRESENCE OF	
[redacted]	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
Veronica K Pitt	
UNITED STATES OF AMERICA	
[redacted]	NAME OF SIGNER
	LE Shaundra L. Greer
	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 PRSF	OP PRSF	TI PRSF	PRSF RATE	OASF RATE	ANNUAL SHELL RATE	ANNUAL OP RATE	ANNUAL RATE	MONTHLY
5/01/2012-4/30/2017	\$13.25	\$4.64	\$6.66	\$24.55	\$28.23	\$57,823.00	\$20,248.96	\$107,119.03	\$8,926.59
5/01/2017-4/30/2022	\$14.28	\$4.64	\$0.00	\$18.92	\$21.76	\$62,317.92	\$20,248.96	\$82,566.88	\$6,880.57

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

Harold Simmons Family, LLC
145 King Street, Ste 100
Charleston, SC 29401-2228

The above annual rent is inclusive of the base annual operating rental rate indicated in Paragraph 15 of this lease contract.

10. The Government may terminate this lease in whole or in part at any time on or after April 30, 2017, the fifth (5th) lease year, by giving at least ninety (90) days' notice in writing to the Lessor and not rent 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 rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of the rent will be adjusted accordingly.
12. Rent includes a Tenant Improvement Allowance of \$122,975.76 to be amortized through the rent over 60 months at the rate of 6.75% resulting in \$6.66 per rentable square foot, \$7.65 per ANSI BOMA Office Area square feet.
13. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (4,364 RSF / 3,795 poasf).
14. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 10% (4,364 RSF / 43,122 RSF).
15. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$20,248.96 per annum (\$4.64 prsf, \$5.34 poasf rounded).
16. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.23/ ABOASF for vacant space (rental reduction).
17. In accordance with SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour, per floor, beyond the *Normal Hours* (Solicitation OSC2003, Paragraph 4.6) of operation. Normal hours are Monday through Friday 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost (\$0.00) to the Government.
18. Daytime cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO OSC2003 Paragraph 4.8, *Janitorial Services*.

- 19. In accordance with SFO paragraph 10.14, [REDACTED] *Requirements (Nov 2005) (Building Shell)*, the rental set forth in Paragraph 9 of this Lease Agreement shall include material and installation of the aforementioned at no additional cost to the Government.
- 20. *Laboratory Standards: Constant Temperature and Humidity Controlled Environment at ASHRAE Standard 55 – Thermal Environment Conditions for Human Occupancy standard followed. The laboratory must have a constant temperature and humidity controlled environment 24 hours / 7 days a week. The laboratory needs to be free insect pests (Mandatory).*
- 21. *Low Bench Space* height of about 30". Only counter top space around the sink should be at a height to work next to while standing.
- 22. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

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

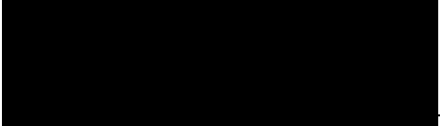
AMENDMENT No. 1
Solicitation for Offers OSC2003

0.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

A. The General Services Administration (GSA) is interested in leasing approximately 4,364 rentable square feet of space. The rentable space shall yield a minimum of 3,795 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 3,984 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).

Respondent to the Solicitation for Offers to lease shall acknowledge receipt of the Amendment by signature in the space provided below.

Receipt of Amendment No. 1 is Hereby Acknowledge



Offeror's Signature

2/6/12


Date

Contracting Officer's Signature

2/9/2012
Date