SPACE/USE/OPERATING PERMIT GREENVILLE-SPARTANBURG AIRPORT DISTRICT

GSA Lease Number "GS-04B-62250"

THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT, an airport district and political subdivision of the State of South Carolina, hereinafter referred to as "District", by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business and/or occupy space at Greenville-Spartanburg International Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company**. The name, address and telephone number of the Company hereunder are as follows:

nder are as follo	WS:				
Name: Address:					
	Christopher Symonette	Pool Esta	to Comicos		
Telephone: E-mail:	-CAO, Office of Field F christopher.symonette@c		Fax: Cell		
Company Financial Billing Contact(s):					
Name: <u>Q</u> Address:	Charles D. Lyons - GSA, Facility Operations Specialist				
Telephone: §	864-370-9294 charles.lyons@gsa.gov	Fax:			
Company - 24 Hour Emergency Contacts – minimum of 2 contacts required:					
Name & Title:	Charles D. Lyons - GSA,	Facility (Operations Specialist		
Address: Telephone: Pager:	864-370-9294	Fax: Cell:			
E-mail:	charles.lyons@gsa.gov	Other:			
Name & Title: Address: Telephone: Pager:	<u>Arthur Beard – GSA/Property Manager Director</u>				
	803-201-8212	Fax: Cell:			

arthur.beard@gsa.gov Other:

E-mail:

2. **Business to be Conducted**. Company is only authorized to conduct the following business at the Airport, and may conduct none other, to wit:

office space

- 3. **Space to be Occupied**. Company is authorized to use the Assigned Space, which is that space at the Airport defined in **Attachment A-1**.
- 4-a. **Payments**. All payments due hereunder shall be remitted to the Director of Finance, Greenville-Spartanburg International Airport, 2000 GSP Drive, Suite 1, Greer, South Carolina, 29651; without demand, set-off or deduction.

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

- 4-b. <u>Consideration-Space Rental and/or Use/Operating Permit</u>. In consideration for the rights granted hereunder by District, Company hereby agrees to pay to District monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Attachment A-2** plus any and all sales or use taxes due thereon.
- 4-c. <u>Consideration-Percentage of Receipts</u>. Company hereby agrees to pay to District a percentage of the gross receipts derived from its business at the Airport as specified in **Attachment A-3** and in accordance with the provisions of Paragraph H ("Percentage Fees"), plus any and all sales or use taxes thereon.
- 5. <u>Term</u>. This Permit is effective, from the date of execution, to permit use or occupancy for the period stated in **Attachment A-4**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least **Ninety** (90) days written notice of its intention to do so.
- 6. **Amount of Insurance Required**. Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs K(1) and K(2) of the Terms and Conditions attached hereto. The amounts of coverage are specified in **Attachment A-5.**
- 7. **Security Deposit**. The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in **Attachment A-6**.
- 8. **<u>Utility and Service Charges</u>**. Except as otherwise expressly shown on **Attachment A-7**, Company shall be responsible for all utility and service charges.
- 9. **Special Conditions**. Any Special Conditions are expressly outlined in **Attachment A-8.**

- 10. <u>Company's Right to Occupy</u>. The Company's right to use and occupy the Assigned Space and/or operate at the Airport is conditioned upon Company complying with all provisions hereof shown on that **Attachment B** hereto entitled "Space/Use/Operating Permit Additional Terms and Conditions".
- 11. **Amendments**. Amendments to this Permit may only be made by a written revision of it bearing the signatures of both Company and District.

GENERAL SERVICES ADMINISTRATION		GREENVILLE-SPARTANBURG AIRPORT DISTRICT		
BY:		BY:		
	Pluin P. Jackson Lease Contracting Officer		President/CEO	
DATE:	02/15/12/12	DATE	2/17/2012	