

LEASE NO. GS-04P-LSC60186

Simplified Lease
GSA FORM L201A
(September 2013)

This Lease is made and entered into between TL INVESTMENTS, INC. (Lessor), whose principal place of business address is 2 Office Park Ct. Suite 201, Columbia, SC 29223, 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: A total of 1,569.00 RSF/ 1,365.00 ABOASF, being all or a portion of the building known as Greenwood Office located at 115 Enterprise Ct. Greenwood, SC 29649, together with rights to the use of 2 surface 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 June 22, 2015 and continuing through June 21, 2025, subject to termination and renewal rights as may be hereinafter set forth.

RENTAL RATE. This is a turn-key lease and in accordance with Paragraph 1.03 of the lease, the Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>PRSF RATE</u>	<u>MONTHLY RATE</u>
June 22, 2015 to June 21, 2020	<u>\$28,995.12</u>	<u>\$18.48</u>	<u>\$2,416.26</u>
June 22, 2020 to June 21, 2025	<u>\$28,163.55</u>	<u>\$17.95</u>	<u>\$2,346.96</u>

*The above rent is not subject to annual escalations, but subject to adjustment with CPI index.

The DUNS number for TL Investments, Inc. is 079547370. CAGE code is 7AH27

In accordance with Paragraph 6.06 of this lease agreement, the overtime usage charge for Heating and Cooling is established to be \$10.50 per hour

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 THE LESSOR

Name: Robert Li

Title: President

Entity Name: TL INVESTMENT, INC.

Name: Darnell Chavis

Title: Lease Contracting Officer

Entity Name: General Services Administration, Public Buildings Service

Date: 6/2/2015

Name: Michael Bass

Title: Broker - IN - Charge Fort Jackson Realty

Date: 5-20-2015

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) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, 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 (SEP 2013)

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 amount of ABOA square footage stated in the Lease. 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)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 60 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. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.

1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (APR 2014)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A-1)	4	
Security Requirements	2	
Representations and Certifications (GSA Form 3518A)	8	
Seismic Form D	4	
Floor Plan Delineating the Premises	2	

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED

1.09 ~~OPERATING COST BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.10

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.73 per RSF (\$8,990.37/annum).

1.11 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Installment of New Carpet in agency leased space
- B. Repainting of all walls in agency lease space
- C. _____