

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (the "Lease") is made as of the Effective Date (which is the date on which the Department of Administration, approves this Lease as set forth on the signature page) by and between: _____ (the "Landlord") having an address at _____, a _____ corporation and _____ (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at _____.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of _____ rentable square feet (_____ usable square feet) on the _____ (_____) floor of the building (the "Building") located at _____, suite _____ in the County of _____, State of South Carolina (the "Land"), also known as TMS _____, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A".

ARTICLE 2 - TERM

2.1. The term of this Lease will be _____ (_____) years (the "Term"). The Term will begin on the date agreed upon within the Acceptance Agreement (the "Commencement Date"), the form of which is attached hereto as Exhibit B, wherein the Landlord has completed the Renovations in accordance with Article 10 of this Lease and, unless terminated or extended, will end on the date agreed upon in the Acceptance Agreement (the "Termination Date"). Provided there is no continuing event of default by Tenant hereunder, Tenant shall have the right to extend the term of this Lease, subject to requisite governmental approvals, for up to _____ consecutive terms of _____ (_____) year each (each an "Extended Term") upon the same terms and conditions contained herein, by giving written notice to Landlord of Tenant's intent to extend the then existing term at least one hundred and twenty (120) days prior to the expiration of the then existing term.

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the "Rent") to Landlord during the first year of the Term at the rate of \$ _____ per rentable square foot (rounded), an annual aggregate amount of \$ _____, payable in equal monthly installments of \$ _____ in advance on or before the tenth (10th) day of each month. The rental rate will escalate _____% annually after the first year. Rent for the Term will be in the amounts as set forth on the Rent schedule in this subparagraph.

RENT SCHEDULE

<u>TERM</u>	<u>PERIOD: FROM - TO</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RENT PER SF</u>
YEAR 1		\$	\$	\$
YEAR 2		\$	\$	\$
YEAR 3		\$	\$	\$
YEAR 4		\$	\$	\$
YEAR 5		\$	\$	\$
YEAR 6		\$	\$	\$
YEAR 7		\$	\$	\$
YEAR 8		\$	\$	\$
YEAR 9		\$	\$	\$
YEAR 10		\$	\$	\$

3.2. All rental payments to be made by Tenant pursuant to this Lease will be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.3. Unless notified otherwise in writing, all payments of Rent will be made payable via ACH to Landlord.

ARTICLE 4 - USE

4.1. Tenant will have the right to use the Demised Premises for any lawful purpose. At the Commencement Date of this Lease, Tenant plans to use the Demised Premises for _____ use relating to its _____ division.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant has the absolute right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease will be upon the same terms and conditions as this Lease.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant, and upon assignment of the Lease, Tenant will be released of all Tenant obligations.

ARTICLE 6 - SERVICES

6.1. The services for the Building, Land and Demised Premises provided by the Landlord to Tenant as part of Rent will include, but are not limited to, all utilities, water (hot and cold water) and sewer, lighting, heating, ventilating, air conditioning, electricity, elevator service, janitorial service as set forth in Exhibit F, pest and rodent control, security service, fire detection service, fire suppression, grounds maintenance, general maintenance, repairs, and/or replacements (i.e. building equipment, electrical systems, HVAC systems, plumbing systems, building envelope) and any other service necessary to maintain and operate the Building, including the Demised Premises and Land, and all site improvements. Services provided by the Landlord will include all service charges, costs, labor, materials and supplies.

6.2. Tenant will have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and Rent will be adjusted to exclude those services separately metered.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the Commencement Date;

(g) Landlord will keep the Land, the Building and the Demised Premises protected against flood, storm, water leakage, including but not limited to, through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within thirty (30) days after Landlord has notice of damage or the need for repair;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises whether or not resulting from water damage within thirty (30) days after Landlord has notice of damage or the need for repair except as otherwise provided for in this Lease;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Tenant Improvements, as defined in Article 10 herein below, or other improvements made by Landlord;

(j) Landlord shall provide peaceful and quiet enjoyment of the Demised Premises to Tenant and shall not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building and/or on the Land, by Landlord, by anyone claiming by through or under Landlord or by any other person, party or entity. Landlord shall provide Tenant access to the Demised Premises twenty-four hours a day, seven days per week, 365 days per year;

(k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto;

(l) Landlord shall pay, when due, insurance bills and real estate taxes assessed against the Demised Premises, Land and Building during the Term, or the Extended Term, if any, of this Lease; and

(m) That the rentable square footage for which Tenant is making payment has been measured and Landlord certifies its accuracy and the difference between useable and rentable square feet reflects only Tenant's pro rata share of the Building common areas.

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event of a breach of any such representations and warranties by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(e). In the event Tenant does not elect to terminate this Lease in accordance with subparagraph 13.1(e) then there will be an appropriate reduction in Rent beginning on the thirty-first day after notice by Tenant to Landlord of such breach until such breach is cured or the Lease is terminated, whichever occurs first. Such reduction in Rent will be determined by considering the daily rental rate (annual Rent divided by 365) and the portion of the Demised Premises unavailable to Tenant.

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Rent when due (provided a written invoice is submitted thirty (30) days in advance to the Tenant by the Landlord) provided, however, that should Rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Subject to Articles 6 and 7 of this Lease, maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof;

(c) Comply with applicable statutes, codes, and ordinances;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access, with prior notice, to the Demised Premises for inspections, repairs and maintenance.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, must comply with any and all applicable State statutes, codes, rules, regulations and ordinances (any of which is hereinafter referred to as "Law" or collectively as "Laws") with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. (a) Landlord shall make all renovations and/or improvements to the Demised Premises in accordance with Tenant's plans and specifications attached hereto as Exhibit "C" (the "Renovations"). All Renovations must be performed in a good and workmanlike manner and in accordance with all applicable Laws. Tenant may inspect the Demised Premises and the Renovations, from time to time as Tenant deems necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to _____ ("Renovation Completion Date"). Upon Landlord's completion of the Renovations, Landlord shall: provide Tenant with written notice thereof and obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable Law; confirm the square footage of the Demised Premises; provide an updated floor plan to scale; and provide the signed Acceptance Agreement to Tenant. In no event will an increase in the rentable square feet result in an increase in the annual aggregate of Rent.

(b) In the event the Renovations have not been completed by the Renovation Completion Date, Tenant will have the option to (a) extend the Renovation Completion Date of this Lease to a date not later than ninety (90) days following the original Renovation Completion Date (the extended Renovation Date will be the “New Renovation Completion Date”), or (b) take possession of the Demised Premises, in which event Rent will abate until completion of the Renovations by Landlord, such date to constitute the new Commencement Date of the Lease and the parties shall execute a lease amendment to confirm the new agreement of the parties and the new proposed Commencement Date of this Lease.

(c) In the event Tenant elects to extend the Renovation Completion Date pursuant to subparagraph (b) above then upon Landlord’s completion of Renovations, Landlord shall: provide Tenant with written notice thereof and obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law; confirm the square footage of the Demised Premises; provide an updated floor plan to scale; and provide the signed Acceptance Agreement to Tenant. In no event will an increase in the rentable square feet result in an increase in the annual aggregate of Rent. However, in the further event the Renovations are not completed by the New Renovation Completion Date, and notwithstanding any other rights of Tenant in this Lease, Tenant will have the right to terminate this Lease immediately upon written notice to Landlord with no further obligation.

10.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises (“Tenant Improvements”) at its sole cost and expense. Tenant Improvements must be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Tenant Improvements at the termination of this Lease. If Tenant elects not to remove the Tenant Improvements, the Tenant Improvements will become part of the Demised Premises and subject to this Lease. If the Tenant Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3. Landlord agrees, subject to 10.2 of this Lease to the extent applicable, that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant will not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the Term, or the Extended Term, if any, of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Land, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain (“Taking”), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. In the event of damage, destruction or Taking, as set forth in Article 11.1, which materially impacts Tenant’s ability to continue use of the Demised Premises as contemplated herein, Tenant may elect to either (a) terminate the Lease upon providing notice to Landlord whereupon Rent will immediately cease as of the date of damage, destruction or Taking; or (b) allow Landlord to commence and complete restoration of the Building, the Land and/or the Demised Premises and/or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking (“Restoration”). Notwithstanding the foregoing, or anything herein to the contrary, in the event that Tenant and Landlord agree that Landlord will complete Restoration, the parties shall work together to agree to a time frame to complete such Restoration. In the event the parties cannot mutually agree upon a completion date for the Restoration or in the event the Restoration cannot be completed or is not completed by the agreed upon completion date, and notwithstanding any other rights of Tenant in this Lease, Tenant may elect to terminate the Lease immediately upon providing notice to Landlord with no further obligation. Notwithstanding the foregoing or anything herein to contrary, in the event Tenant elects to allow Landlord to proceed with such Restoration, Rent will cease and Tenant will not be obligated to pay Rent unless and until the completion of Restoration and the Tenant is able to use the Demised Premises as contemplated herein.

11.3. Upon damage, destruction or upon a Taking thereof as set forth in Article 11.1 which does not result in termination, Rent payable by Tenant hereunder will abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to completely discontinue use of the Demised Premises as contemplated herein, the Rent, will be equitably apportioned.

11.4. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 – INSURANCE

12.1. Landlord shall at all times during the Term, or the Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, insurance, including but not limited to fire, flood, and earthquake with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. Upon request, Landlord shall promptly provide Tenant with a copy of any applicable certificate of insurance for the Building, Land and/or Demised Premises.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease and in addition to any other right of termination as set forth in this Lease, Tenant has the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice (such notice period may include any requisite cure period) of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources) (collectively, “Appropriations”), are not available to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Rent pursuant to this Lease. For purposes of subparagraph 13.1(a), Appropriations sufficient to carry out the purposes and programs of Tenant, including the payment of Rent means an appropriation of state funds by the South Carolina General Assembly, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources) to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Rent with corresponding authority to use such Appropriations for such purposes and programs. Tenant may not exercise the cancellation or relinquishment provisions of this subparagraph 13.1(a) if the South Carolina General Assembly has provided Appropriations, or authority for Tenant to expend revenue, income, grants, or other funding from any source sufficient to carry out Tenant’s purposes and programs; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it (the “Dissolved Agency”); provided, however, that if a successor agency or department (the “Successor Agency”) assumes responsibility for state level leadership and support for the programs and functions currently performed by Dissolved Agency within the State of South Carolina, such Successor Agency may assume this Lease and all further obligations under this Lease; or

(c) The availability of public space in substitution for private space being leased by Tenant; or

(d) If at any time during the Term, or the Extended Term, if any, the square footage in the Demised Premises is, in the sole opinion of the Tenant, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(e) If Landlord breaches any covenant, condition, representation or warranty made by Landlord in this Lease and if such breach continues uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein;

(f) If Landlord rejects Tenant's request for additional space in the Building upon the same terms and conditions as stated herein, including the annual rental rate per rentable square foot; or

(g) If during the Term, or the Extended Term, if any, the application of any statute, code or ordinance of any government authority, agency, official or officer applicable to the Building, the Land or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises as contemplated by subparagraph 4.1 of this Lease.

13.2. Tenant may reduce the size of the Demised Premises during the Term, or the Extended Term, if any, of the Lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least thirty (30) days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall endeavor to relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) reasonably marketable to a third party. Rent will be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in Article 3 hereinabove.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant is specifically exempt from the payment, furnishing or providing to Landlord any of the following:

(a) Security deposits to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or any insurance or taxes on or for any real or personal property of any person, party, or entity other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Rent pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there is no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date or in the future, Landlord shall furnish Tenant with an executed Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in substantially the same form as Exhibit D.

15.2. After written request by Landlord or any mortgagee, and upon furnishing of an executed SNDA by Landlord and lender in accordance with subparagraph 15.1 (if so requested by Tenant), Tenant shall, from time to time, execute and deliver estoppel certificates in the form of Exhibit E attached hereto.

ARTICLE 16- MINOR REPAIRS

16.1. If at any time during the Term or Extended Term, if any, Tenant finds in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord fails or refuses to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$10,000, Tenant will have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, the cost will be deducted from the next due monthly installment(s) of Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord has not repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, notwithstanding the foregoing or anything herein to the contrary, Tenant may, at its option, terminate this Lease, whereupon the Rent will be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, Tenant Improvements, and the results of any damage, destruction or Taking. For clarity, nothing in this Lease will require Tenant to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder must be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice must be given at the addresses appearing below:

Landlord:

Email:

Tenant:

Email:

Copy to:

Department of Administration
Real Property Services
1200 Senate Street, 6th Floor
Columbia, South Carolina 29201
Email: rps@admin.sc.gov

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it must be sent.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver will be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought and approved by all applicable governmental authorities.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant remains in the Demised Premises after the Term, or the Extended Term, if any, has expired and Tenant has failed to give notice to Landlord of Tenant's intent to extend this Lease hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, terminates this Lease, whereupon the Rent will be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Landlord shall provide Tenant with full access to and free use of the surface parking lot/parking garage surrounding the Building. Landlord shall be responsible for maintaining the surface parking lot/parking garage in good repair, including providing and maintaining adequate lighting. Landlord shall provide _____ (_____) parking spaces onsite at no additional charge. _____ (_____) of the parking spaces must be reserved.

ARTICLE 22- MEMORANDUM OF LEASE

22.1 Landlord and Tenant agree that at any time during the Term, or the Extended Term, if any, a party at its sole expense, shall be entitled to record a memorandum of this Lease, substantially in the form of Exhibit G attached hereto. If a party so elects, such memorandum shall be promptly executed and acknowledged by both parties and shall be recorded in the real property records of the county where the Demised Premises are located. The parties further agree that the terms, covenants and conditions of this Lease shall control over any such memorandum.

ARTICLE 23 - MISCELLANEOUS

23.1. If any provision of this Lease or any application thereof is deemed invalid or unenforceable, the remainder of this Lease and any other application of such provision will not be affected thereby.

23.2. This Lease will be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

23.3. This Lease may be executed in counterparts, each of which when so executed and delivered, will constitute an original, fully executed counterpart for all purposes, but such counterparts will constitute but one instrument.

23.4. The article headings of this Lease are for convenience of reference only and will not limit or otherwise affect the meaning hereof.

23.5. This Lease must be governed by and construed in accordance with the laws of the State of South Carolina, except its choice-of-law rules.

23.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant will have the option to terminate this Lease.

23.7. Exhibit A (Floor Plans), Exhibit B (Acceptance Agreement), Exhibit C (Renovations), Exhibit D (Subordination, Non-Disturbance and Attornment Agreement), Exhibit E (Estoppel), Exhibit F (Janitorial Specifications), and Exhibit G (Memorandum of Lease) referred to in this Lease are attached hereto and incorporated herein and made a part hereof.

23.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Department of Administration.

23.9. This Lease is subject to and conditioned upon the approval of Department of Administration and will be of no force or effect until the consent of such office is endorsed herein.

23.10 The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any party or approver on this Lease shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Lease, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Lease may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Lease, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Lease.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:

(witness signature)

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS:

TENANT:

(witness signature)

(signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration this ____ day of _____, 20__. This Lease was approved by the Joint Bond Review Committee at its _____, 20__ meeting and by the State Fiscal Accountability Authority at its _____, 20__ meeting.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
FLOOR PLANS

EXHIBIT "B"

ACCEPTANCE AGREEMENT

THIS ACCEPTANCE AGREEMENT (this "Agreement") is made as of the date set forth below between _____ (the "Landlord") and _____ (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Governmental Real Estate Lease dated _____, 20__ (the "Lease") for certain premises as more particularly described in the Lease and as amended below (the "Demised Premises") in the building known as _____; and

WHEREAS, Landlord and Tenant desire to execute this Agreement pursuant to and as required by the Lease.

NOW THEREFORE, for good and valuable consideration, Landlord and Tenant agree as follows:

1. Landlord has provided notice and hereby represents that it has completed the Renovations as described in the Lease.
2. Tenant hereby acknowledges receipt of Landlord's notice of completion of Renovations, including receipt of a permanent certificate of occupancy for the Demised Premises, to the extent required by applicable Law.
3. Tenant hereby accepts the Renovations as described in the Lease as complete except as otherwise described in Exhibit B-1 attached hereto.
4. The Commencement Date of the Lease is: _____, _____. The rent schedule is attached hereto as Exhibit B-2.
5. The Termination Date of the Lease is: _____, subject, however, to earlier termination in accordance with the terms of the Lease.
6. The rentable square footage of the Demised Premises is _____. A copy of the floor plan is attached hereto as Exhibit B-3.
7. If any term of this Agreement conflicts with any term of the Lease, this Agreement shall govern and control. This Agreement shall be deemed an amendment of the Lease.
8. All capitalized terms used herein have the meaning more particularly set forth in the Lease unless otherwise expressly defined in this Agreement.
9. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any party or approver on this Agreement shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Agreement, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Agreement may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Lease, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Agreement.

WHEREFORE, the parties hereto have signed and sealed this Agreement, as of the ____ day of _____, ____.

WITNESS:

(witness signature)

LANDLORD:

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS:

(witness signature)

TENANT:

(signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

This Agreement is approved in accordance with the South Carolina Code Section 1-11-65 by the South Carolina Department of Administration, this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

ACCEPTANCE AGREEMENT EXHIBIT B-1

As of the date of this Acceptance Agreement, the following Renovations are incomplete, pursuant to the terms and conditions of the Lease.

List any incomplete items below (if there are none, indicate, NONE): _____

The parties agree that the above listed incomplete items must be completed as of _____ (“Punch List Completion Date”) which must be evidenced by written confirmation by the parties. If the above listed incomplete items are not completed as of the Punch List Completion Date, Tenant will have all recourse available as provided in the Lease including but not limited to Article 16.

ACCEPTANCE AGREEMENT EXHIBIT B-2

RENT SCHEDULE

<u>TERM</u>	<u>PERIOD: FROM - TO</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RENT PER SF</u>
YEAR 1		\$	\$	\$
YEAR 2		\$	\$	\$
YEAR 3		\$	\$	\$
YEAR 4		\$	\$	\$
YEAR 5		\$	\$	\$
YEAR 6		\$	\$	\$
YEAR 7		\$	\$	\$
YEAR 8		\$	\$	\$
YEAR 9		\$	\$	\$
YEAR 10		\$	\$	\$

ACCEPTANCE AGREEMENT EXHIBIT B-3
Floor Plan

EXHIBIT "C"
RENOVATIONS

EXHIBIT "D"
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of this ___ day of _____, 20__ between, _____, an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at _____ ("Tenant"); _____ a _____ company having an address at _____ ("Landlord") and _____, having an address at _____ ("Lender"). (Tenant, Landlord and Lender are hereinafter collectively referred to as the "Parties").

Reference is made to the following facts:

A. Under a Governmental Real Estate Lease Agreement dated _____ and as amended, (the "Lease") by and between Landlord, and Tenant, Tenant will occupy certain premises located at _____ and as more particularly described in the Lease (the "Demised Premises") being a portion of the property located in _____ County, South Carolina and more particularly described in Exhibit "A" attached hereto and made a part hereof (such property being hereinafter referred to as the "Property").

B. Lender has made or has been requested to make a loan (the "Loan") to Landlord secured by a Deed to Secure Debt and Security Agreement, Mortgage and Security Agreement or Deed of Trust and Security Agreement (the "Security Agreement") encumbering the Property.

C. The Security Agreement and all other documents and instruments evidencing, securing or relating to the Loan shall be hereinafter collectively referred to as the "Loan Documents".

D. Tenant has agreed that Tenant will agree to attorn to Lender, provided Tenant is assured of continued and undisturbed occupancy of the Demised Premises under the terms of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the Parties hereto agree as follows:

1. Lender agrees with Tenant that, in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, or in the event of any other action pursuant to the Loan Documents (a "Succession"), then in any such event:

(a) Tenant shall not be joined as a party defendant in any such foreclosure proceeding which may be instituted by Lender, unless applicable law requires Tenant to be made a party in order to effectuate the foreclosure of the Security Agreement and then only so long as Tenant's leasehold interest shall not be extinguished or terminated by reason of such foreclosure and only so long as any such joinder shall be at no cost or expense to Tenant; and

(b) The Lease shall not be terminated or affected by any such action and Lender will recognize Tenant's rights under the Lease, and Tenant shall peaceably hold and enjoy the Demised Premises for the remainder of the unexpired term of the Lease and any extensions thereof upon the same provisions that are set forth in the Lease and without any hindrance or interruption by Lender so long as Tenant shall not be in default in the performance of its obligations under the Lease, or if such an event of default shall exist, so long as Tenant's time to cure the default has not expired.

2. In consideration of the foregoing covenants by Lender, Tenant agrees with Lender that in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or any other method, Tenant shall attorn to and recognize Lender as its landlord for the remainder of the unexpired term of the Lease and Lender will recognize and accept Tenant as its tenant thereunder. Upon any such attornment, the Lender shall thereafter assume and perform all of Landlord's obligations as the landlord under the Lease with the same force and effect as if Lender were originally named therein as Landlord and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and upon all terms, covenants and conditions contained therein. Nothing herein shall be construed as a waiver of any contractual claim that Tenant may have against Landlord, or as a release of Landlord from liability to Tenant, on account of the nonperformance of any obligation of Landlord under the Lease.

3. The provisions of Paragraphs 1 and 2 above shall be effective and self-operative immediately upon Lender's succeeding, as provided above, to the interest of Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto.

4. Subject to the foregoing, Tenant agrees that the Lease shall be, and shall at all times remain, subordinate to the lien imposed by the Security Agreement.

5. Upon any Succession, Lender shall not be (a) bound by any rent or additional rent which Tenant may have paid to Landlord more than one month in advance of the date required in the Lease unless such rent or additional rent is delivered to Lender or (b) liable for any security deposit paid by Tenant to Landlord unless such security deposit is delivered to Lender.

6. Tenant will promptly send Lender copies of written notice provided Landlord of a Landlord default under the Lease which would entitle Tenant to terminate the Lease or abate the rent payable thereunder. Upon providing a copy of such notice, if Lender notifies Tenant in writing of its intent to cure such default, Lender shall have the opportunity to cure such default prior to the date that is the latest of the following: (a) thirty (30) days after the expiration of the cure period provided under the Lease to Landlord or (b) thirty (30) days following Tenant giving Lender copy of such notice of a Landlord default; provided that, in each case, if such default cannot reasonably be cured within such period and Lender has diligently commenced to cure such default promptly within the period contemplated by this Agreement, such period shall be extended for an additional thirty (30) days. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to consider such cure by Lender as that of Landlord under the Lease.

7. Notwithstanding anything to the contrary contained herein, upon Succession, in the event Lender is unwilling or unable to perform any obligation of Landlord or cure any default of Landlord, then Tenant shall have the ability, but not the obligation, to either (i) perform or fund the obligations at its own cost and then offset such cost against the rent, including any additional rent, otherwise due under the Lease or (ii) terminate the Lease upon thirty (30) days written notice.

8. Tenant hereby certifies to Lender that the Lease has been duly executed by Tenant and is in full force and Tenant further affirms that, except as disclosed to Lender, the Lease has not been modified or amended.

9. After receiving written notice from Lender that the Property is subject to the ownership or control of the Lender or that Lender has become entitled to collect rents pursuant to rights granted to Lender in the Loan Documents, Tenant shall pay to Lender, or to such other person or entity as may be designated by Lender in writing, all rent, additional rent or other monies and payments due and to become due to the Landlord under the Lease.

10. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses set forth below:

<u>If to Lender:</u>	
<u>If to Tenant:</u>	<p>With a copy to:</p> <p>SC Department of Administration Attn: Real Property Services 1200 Senate Street, 6th Floor Columbia, SC 29201 Email address: RPS@admin.sc.gov</p>
<u>If to Landlord:</u>	

11. As used in this Agreement, the word “Lender” includes any persons claiming by, through or under Lender or the Security Agreement, (including but not limited to any purchaser at foreclosure sale or other proceeding brought to enforce the rights of the holder of the Security Agreement or by any other method or by any other action pursuant to the Loan Documents), and the words “Tenant” and “Landlord” shall include their respective successors and assigns.

12. Landlord consents and agrees to the terms of this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

14. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an “Electronic Signature”) of any party or approver on this Agreement shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Agreement, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Agreement may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Agreement, and shall in no event be deemed to amend any other written obligations of any party set forth in this Agreement.

[SIGNATURE PAGE OF LENDER FOLLOWS]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT EXHIBIT "A"**
LEGAL DESCRIPTION

EXHIBIT "E"
TENANT ESTOPPEL CERTIFICATE

Tenant: _____

Landlord: _____

Lease dated: _____

Amendments dated: _____

Acceptance Agreement dated: _____

This is to certify that as of this date of execution of this Tenant Estoppel Certificate ("Certificate") and to the best of Tenant's actual knowledge:

1. The undersigned is tenant under that certain lease dated _____, and as amended ("Lease") by and between _____, ("Landlord") and _____, ("Tenant"), relating to _____ (the "Demised Premises").
2. The current term of the Lease commenced on _____ and, unless terminated, will expire on _____, excluding any unexercised extensions.
3. The current monthly Rent paid under the Lease is \$_____.
4. To the best of Tenant's knowledge, the use, maintenance or operation of the Demised Premises complies with the terms of the Lease, except as otherwise set forth in Exhibit "A" (attached and incorporated herein by reference).
5. Except as otherwise set forth in Exhibit "B" (attached and incorporated herein by reference), no default has occurred under the terms of the Lease.
6. The Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect except to the extent specified above. The Lease is not in default and is valid except to the extent specified above. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Demised Premises. The terms of this Lease are in full force and effect as of the date of this Certificate.
7. To the best of Tenant's knowledge, the Tenant has not received any notices, written or oral, of violation of any environmental or zoning law relating to the use, maintenance or operation of the Demised Premises.
8. All capitalized terms used herein have the meaning more particularly set forth in the Lease unless otherwise expressly defined in this Certificate.
9. To the extent there is any conflict between a provision in this Certificate and a provision of the Lease, the provision in the Lease controls.
10. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any party or approver on this Certificate shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Certificate, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Lease may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Certificate, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Certificate.

An inspection of the Demised Premises has not been conducted for the purpose of this Certificate. This Certificate does not constitute a waiver of any rights, benefits, or interest the Tenant has under the above-referenced Lease.

The undersigned is authorized to execute this Certificate on behalf of the Tenant.

TENANT

By: _____ Dated: _____

Its: _____

The undersigned hereby certifies that the certifications set forth above are true as of the execution date.

LANDLORD

By: _____ Dated: _____

Its: _____
Title

The form of this Tenant Estoppel Certificate is approved in accordance with the South Carolina Code Section 1-11-65 by the South Carolina Department of Administration, this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

TENANT ESTOPPEL CERTIFICATE EXHIBIT A

As of the date of this Certificate and to the best of Tenant's knowledge, the following issues and/or items regarding the use, maintenance or operation of the Premises need to be addressed pursuant to the terms and conditions of the Lease:

If not applicable, initial here: _____ [Tenant]

[] TENANT [] LANDLORD INITIALS

TENANT ESTOPPEL CERTIFICATE EXHIBIT B

As of the date of this Certificate and to the best of Tenant's knowledge, the following constitute a default pursuant to the terms and conditions of the Lease:

If not applicable, initial here: _____ [Tenant]

[] TENANT [] LANDLORD INITIALS

EXHIBIT "F"
JANITORIAL SPECIFICATIONS

Signed, sealed and delivered in the presence of: _____ 1st Witness _____ 2nd Witness	TENANT: _____ By: _____ [SEAL] Name: _____ Title: _____
--	---

STATE OF SOUTH CAROLINA)
)
 COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina do hereby certify that the above-named _____, by _____ (*name*), its _____ (*title*), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 20__.

 (*Official Signature of Notary*)

Notary Public for _____ County, South Carolina

My Commission Expires: _____

(*Official Seal*)

This Memorandum of Lease is approved in accordance with the South Carolina Code Section 1-11-65 by the South Carolina Department of Administration, this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____