

## 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, Real Property Services, approves this Lease as set forth on the signature page) by and between: \_\_\_\_\_ (the "Landlord") having an address at \_\_\_\_\_, and the \_\_\_\_\_ (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 \_\_\_\_\_, in the County of \_\_\_\_\_, State of South Carolina (the "Land"), 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 shall be \_\_\_\_\_ (\_\_\_\_) years (the "Term"). The Term of this Lease shall begin on \_\_\_\_\_ (the "Commencement Date") or the date agreed upon within the Acceptance Agreement (Exhibit "B") wherein the Landlord has completed the Renovations as defined in Exhibit "C" as evidenced by a certificate of occupancy and, unless terminated or extended, shall end on \_\_\_\_\_, (the "Termination Date").

### ARTICLE 3 - RENT

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

<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		\$	\$	\$

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International ("BOMA"), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall 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.

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

#### **ARTICLE 4 - USE**

4.1. Tenant shall 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 office use relating to its division.

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

#### **ARTICLE 5 - ASSIGNMENT AND SUBLETTING**

5.1. Tenant shall have 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 shall 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.

#### **ARTICLE 6 - SERVICES**

6.1. The services provided by the Landlord to Tenant as part of Rent shall include, but are not limited to, water (hot and cold water) and sewer, lighting, heating, ventilating, air conditioning, electricity, elevator service, janitorial service, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.

6.2. Tenant shall 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 shall 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 and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Rent as compensation for such discontinuance;

(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 of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within ninety (90) 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 resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;

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

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity. Tenant shall have 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 represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA standards; and

(m) Within thirty (30) days of Tenant's occupancy, Landlord shall provide a floor plan to scale of the Demised Premises as occupied by the Tenant at the Commencement Date.

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 such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(e).

## **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 any 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) 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. Tenant shall not be obligated 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.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

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

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

#### **ARTICLE 9 - ARCHITECTURAL BARRIERS**

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall 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 to the Demised Premises in accordance with Tenant's plans and specifications annexed hereto as Exhibit "C" (the "Renovations"). The Landlord shall make improvements to the Demised Premises in accordance with Exhibit C. All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable Laws. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem 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 shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable Law.

(b) In the event the Renovations have not been completed by the Renovation Completion Date, Tenant shall 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 shall be the "New Renovation Date"), or (b) take possession of the Demised Premises, in which event Rent and additional rent shall abate until completion of the Renovations by Landlord, such date to constitute the new Commencement Date of this Lease.

(c) In the event Tenant elects to extend the Renovation Completion Date pursuant to subparagraph (a) above and, in the further event the Renovations are not completed by the New Renovation Completion

Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

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 ("Improvements") at its sole cost and expense. Each such improvement shall 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 Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the 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 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 shall 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 of this Lease.

#### **ARTICLE 11 - CONDEMNATION AND CASUALTY**

11.1. If there is any damage to or destruction of the Building, 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. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the occurrence, whereupon Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Rent and all other payments and charges shall be equitably apportioned.

11.5. 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 AND TAXES**

12.1. Landlord shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance 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.

12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

12.3. Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Term of this Lease.

## **ARTICLE 13 - TENANT CANCELLATION PRIVILEGE**

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice 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), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If public space becomes available for Tenant in substitution for private space being leased by Tenant; or

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

(e) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued 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; or

(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 rate per rentable square foot for rent.

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Term by giving sixty (60) days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Term, to relocate to a building owned or otherwise controlled by the State of South Carolina or any County or City in the State of South Carolina.

13.3. Tenant shall have the right to reduce the size of the Demised Premises during the Term 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 relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 3.1 hereinabove.

#### **ARTICLE 14 - EXEMPTIONS**

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

- (a) Security deposits for any rents or other charges 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 for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 12 of this Lease;
- (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, or any other charges payable to Landlord 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 shall be 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, Landlord shall furnish Tenant with an executed Subordination, Non-Disturbance and Attornment Agreement in substantially the same form as Exhibit "D".

15.2 After written request by Landlord or any mortgagee, 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 Tenant shall find 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 shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and

the cost of such repair, replacement or cure is less than \$3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Rent and all other charges payable hereunder by Tenant shall 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, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. 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 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 appearing below:

Landlord:

---

---

---

Email: \_\_\_\_\_

Tenant:

---

---

---

Email: \_\_\_\_\_

Copy to:

Department of Administration  
Real Property Services  
1200 Senate Street, 6<sup>th</sup> 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 shall 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 shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

## **ARTICLE 20 - HOLDOVER**

20.1. In the event Tenant shall remain in the Demised Premises after the Term, as the case may be, has expired and Tenant shall have 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, shall terminate this Lease, whereupon the Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

## **ARTICLE 21 – PARKING**

21.1. Tenant shall have 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. Landlord shall provide \_\_\_\_\_ (\_\_\_\_\_) parking spaces onsite at no additional charge. \_\_\_\_\_ (\_\_\_\_\_) of the parking spaces shall be reserved.

## **ARTICLE 22 - MISCELLANEOUS**

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

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

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

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

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

22.6. 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 shall have the option to terminate this Lease.

22.7. Exhibit "A" (Floor Plans), Exhibit "B" (Acceptance Agreement), Exhibit "C" (Renovations), Exhibit "D" (Subordination, Non-Disturbance and Attornment Agreement), Exhibit E (Tenant Estoppel Certificate), Exhibit "F" (Building Rules and Regulations and Exhibit "G" (Janitorial Specifications) referred to in this Lease are incorporated herein and made a part hereof.

22.8. 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, Real Property Services.

22.9. This Lease is subject to and conditioned upon the approval of Department of Administration, Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

22.10 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:**

\_\_\_\_\_  
(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 Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, 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.

---

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 \_\_\_\_\_ as (the "Tenant").

**WITNESSETH:**

WHEREAS, Landlord and Tenant entered into a Government Real Estate Lease dated \_\_\_\_\_, 20\_\_ (the "Lease") for certain premises in the building known as \_\_\_\_\_ (the "Premises"); 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 Attachment 1 hereto.
4. The Commencement Date of the Term of the Lease is: \_\_\_\_\_, \_\_\_\_.
5. The expiration date of the Term 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 \_\_\_\_\_.
7. 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.

WHEREFORE, the parties hereto have signed and sealed this Agreement, as of the \_\_\_\_\_ day of \_\_\_\_\_,

	<b>LANDLORD:</b>  By: _____ Name: _____ Title: _____
--	--

	<b>TENANT:</b> <hr/> <p>(signature for tenant)</p> <hr/> <p>(printed name and title of signatory)</p> <hr/> <p>(date signed by tenant)</p>
--	---

This Agreement is approved in accordance with the South Carolina Code Section 1-11-65 by the South Carolina Department of Administration, Real Property Services, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment 1

As of the date of this Acceptance Agreement, the following issues and/or items regarding the Renovations are incomplete pursuant to the terms and conditions of the Lease:

*If not applicable, initial here: \_\_\_\_\_ [Tenant]*

EXHIBIT "C"

RENOVATIONS

**EXHIBIT "D"**  
**SUBORDINATION, NON-DISTURBANCE**  
**AND ATTORNEY AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNEY 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"); \_\_\_\_\_ 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 (the "Lease") dated \_\_\_\_\_, by and between \_\_\_\_\_, predecessor in interest to Landlord, and Tenant, Tenant will occupy certain premises (the "Leased Premises") 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 Leased 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, 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; 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 Leased 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. 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.

6. 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.

7. 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>	_____ _____ _____ _____
	With a copy to:  SC Department of Administration Attn: Real Property Services 1200 Senate Street, 6 <sup>th</sup> Floor Columbia, SC 29201 <u>Email Address: rps@admin.sc.gov</u>
<u>If to Landlord:</u>	_____ _____ _____ _____

8. As used in paragraphs 2, 3 and 4 herein, 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), and the words "Tenant" and "Landlord" shall include their respective successors and assigns.

9. Landlord consents and agrees to the terms of this Agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
11. 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]

[SIGNATURE PAGE OF LENDER]

**EXECUTED UNDER SEAL** on the day and year first above written.

Signed, sealed and delivered in the presence of:	<u>LENDER:</u> _____
_____	By: _____
1st Witness	Name: _____
_____	Title: _____
2nd Witness	[BANK SEAL]
[AFFIX NOTARIAL SEAL]	

**STATE OF SOUTH CAROLINA** ) **ACKNOWLEDGEMENT**  
**COUNTY OF \_\_\_\_\_** )

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)*

[SIGNATURE PAGE OF LANDLORD FOLLOWS]

[SIGNATURE PAGE OF LANDLORD]

Signed, sealed and delivered in the presence of:  _____ 1st Witness  _____ 2nd Witness	<b>LANDLORD:</b> _____  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)*

[SIGNATURE PAGE OF TENANT FOLLOWS]

[SIGNATURE PAGE OF TENANT]

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

**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 Agreement is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Real Property Services, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

LEGAL DESCRIPTION

**EXHIBIT "E"**  
**TENANT ESTOPPEL CERTIFICATE**

Tenant: \_\_\_\_\_

Landlord: \_\_\_\_\_

Lease dated: \_\_\_\_\_

Amendments dated: \_\_\_\_\_

---

---

---

---

This is to certify that as of this date of execution and to the best of Tenant's actual knowledge:

1. The undersigned is lessee ("Tenant") under that certain lease dated \_\_\_\_\_ ("Lease") by and between \_\_\_\_\_, as landlord ("Landlord") and \_\_\_\_\_, as tenant ("Tenant"), relating to \_\_\_\_\_ (the "Premises").
2. The current term of the Lease commenced on \_\_\_\_\_ and will expire on \_\_\_\_\_, excluding any unexercised renewals.
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 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 Premises. The terms of this Lease are in full force and effect as of the date of this document.
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 Premises.
8. To the extent there is any conflict between a provision in this Certificate and a provision of the Lease, the provision in the Lease shall control.

[\_\_\_\_\_] TENANT [\_\_\_\_\_] LANDLORD INITIALS

An inspection of the Premises has not been conducted for the purpose of this Certificate. This document shall not be construed as a waiver of any rights, benefits, or interest the Tenant has under the above-referenced Lease.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

“TENANT”

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_

“LANDLORD”

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

The form of this Certificate is approved by the South Carolina Department of Administration, Real Property Services, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] TENANT [\_\_\_\_\_] LANDLORD INITIALS

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

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"**  
**BUILDING RULES AND REGULATIONS**

**EXHIBIT "G"**  
**JANITORIAL SPECIFICATIONS**