

January 12, 2025

Dear Property Owner or Agent:

The State of South Carolina is seeking student housing in Richland County. Attached is a summary of specifications and lease criteria. You are invited to submit a proposal to lease property to the State which may meet the criteria.

All proposals must be received by the Department of Administration, Real Property Services on or before **4:00 PM, February 6th, 2026**

The agency and Real Property Services will determine which proposals best suit the agency's needs. After the deadline, we will review all proposals submitted. Should your proposal be of interest, you will be contacted to schedule a meeting and view the property.

All inquiries regarding this lease solicitation should be directed to Real Property Services via e-mail at rps@admin.sc.gov.

To be eligible to submit a proposal, a property owner or agent must have submitted to Real Property Services a receipt and acknowledgment of S.C. Code of Laws, 1976, as amended, §§1-11-55, 1-11-56, and 1-11-65 and S.C. Code of Regulations, §19-447.1000. If you have not done so and wish to respond with a proposal, you may download the applicable form from our website at: https://admin.sc.gov/real_property/forms.

Sincerely,

Real Property Services



REQUEST FOR LEASE PROPOSAL(S) FOR THE UNIVERSITY OF SOUTH CAROLINA UNIVERSITY HOUSING IN COLUMBIA, RICHLAND COUNTY

No lease agreement with the State is final without the approval of designated authorities as governed by South Carolina law. State law prohibits any party participating in this solicitation process from making direct contact with the agency seeking space until a final lease has been approved. All correspondence should be directed to Real Property Services. Prior to lease negotiation, Landlord must provide a list of all partners or members where Landlord is an LLC or partnership (to include all tiers so that individuals are named). Leases that must be approved by the State Fiscal Accountability Authority also require Private Participant Disclosure forms to be completed by the Landlord (copies available upon request).

Properties selected for site visits will be chosen based on a cost analysis of the submitted proposals, the responsiveness of the proposals to the stated requirements, and the space efficiency of proposed floor plans submitted; therefore, best proposals should be submitted initially.

CRITERIA –

- Location: COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA. The ideal location is within walking distance of University of South Carolina (“USC” or “University”) core campus located at 1400 Greene Street, Columbia or within a 1-mile radius of core campus with a year-round shuttle service either provided by the landlord or through existing USC sponsored or *COMET* provided bus routes. Transportation must be available to and from the USC campus in the form of a bus if property is not within walking distance of the USC campus or provided by shuttle when USC is in session. USC is in session year-round, Monday through Friday from 7:30 AM and ending at 6:30 PM and will require transportation at these times.
- Expected occupancy date: **August 1, 2027**
- Term of Lease: The University is seeking proposals for item “a” or both items “a” and “b” of the following:
 - a. **A one (1) year lease with a right to extend the term for up to four (4) terms of one (1) year each;**
 - b. The lease proposal to include an option for the tenant to purchase the property from the landlord at the expiration of the lease term. The Offeror shall describe the purchase terms that they propose as part of their solicitation response.
- Total beds required are a minimum of **600** and a maximum of **800**, in apartment or suite style units. The University of South Carolina’s Department of Housing (“University Housing”) wishes to maintain management control of **600 – 800** leased beds in the building in order to maintain the facility solely as a USC student housing option.
- There should be no restrictions on the University’s ability to lease to students.
- Payments to Landlord will correspond to the student billing cycle as published by the University.
 - Students placed in the facility by University Housing will fall under the University’s current Housing policies and will be held to the student code of conduct, the Clery Act, Title IX, Title II, and other applicable laws and regulations.
 - University Housing will be responsible for marketing and leasing these spaces and the management of the residential life community; and requires that the maintenance and care of the facilities be managed by the Landlord.
 - ***The University is not interested in seeking random leases of varying quantities in multiple locations where it cannot maintain management control over the residential life community.***



- The facility selected will serve as student housing for single gender residents per each unit. The determination of how many residents will be placed in each bedroom will be determined by University Housing but will not exceed two residents per bedroom.
 - USC will be responsible for assignment of students to each bed and the distribution and maintenance of keys.
 - USC will be responsible for the payment of the lease. Students will be billed individually through the University's billing system.
- Student rooms should be move in ready at the beginning of the lease term and each new school year thereafter. University Housing will be responsible for apartment cleaning should a unit turnover during the lease period. Landlord will maintain common areas.
- Routine maid service is not required.
- Landlord will provide wireless internet service to each unit.
- Landlord will allow the University to conduct its Emotional Support Animal policy in this facility, which allows the accommodation of an emotional support animal for students as determined by the University's Office of Student Disabilities Services.
- If washer and dryer are not included in the unit price, a coin operated washer and dryer facility must be in the building for easy access.
- Landlord is responsible for the apartment maintenance, pest control, repairs to property, key replacement and maintenance of locks, maintenance of furniture and other furnishing provided by Landlord. Landlord is not responsible for tenant personal items as students will be required to carry personal property and liability coverage as part of their USC rental agreement.
 - Landlord is responsible for performing and providing current criminal background screenings for all Landlord employees, whether temporary, permanent or contract employees, who have access to the leased premises, including but not limited to maintenance and services employees. Landlord shall not consider any employee who has been convicted of homicide, any assault levels, any sex related crimes, any crimes involving minors, drug charges, illegal gaming (games of chance/gambling), or theft of any kind. USC reserves the right to accept or reject any individual being considered for employment at this facility. If Landlord becomes aware of any current employees at this facility being charged with any of the above crimes while assigned to provide services at the facility, the Landlord will immediately notify USC of the circumstances and USC shall have the right to request the immediate removal of the employee from the facility.
 - Service vendors and outside repairmen who will have access to the building must be escorted by an employee of Landlord.
- The Landlord will provide security services for the property in cooperation with the Columbia Police Department and University of South Carolina Police Department (USCPD).
 - USCPD serves as the law enforcement agency of primary jurisdiction, police patrol, response to calls for service, and investigation of criminal complaints.
 - USCPD officers shall have unrestricted access to all common areas of the facility, this shall include but not be limited to providing USCPD with necessary access control credentials.
 - USCPD Security Operations Center and Criminal Investigations shall have unrestricted access to all CCTV (surveillance) camera recordings. This may be accomplished by installing the necessary digital video recording and networking equipment to share the camera feeds with the USCPD system or by other means mutually agreeable to both parties.
 - USCPD officers shall have unrestricted access to all access control system logs.
 - Management company shall provide USCPD with a point of contact that is capable of providing 24/7 access to individual apartments in compliance with a search warrant or other legally justified exigent circumstances.
 - USCPD will be provided with access to an up-to-date list of all residents with name USCID number and apartment number.



- If there is a courtesy officer only USCPD officers may serve in this capacity. (alternative) The property will not have a courtesy officer.
- Parking, if available, will be sold and managed by the Landlord.
- The Landlord will provide camera coverage of internal common spaces (hallways and lobbies) and external entrances and common spaces (external doors, recreation, and parking). Please describe access.
- Landlord will establish an annual inspection and life-cycle repainting plan to keep units in optimal condition.
- The University prefers unit price, which should include utilities (24/7) - (electricity, gas, water, sewer, trash removal, cable television and wireless internet service). Other utility billing models will be considered, however, a statement of current annual billing levels for each type of unit should be included with the proposal.
- The unit price will include refrigerator, stove, and microwave (preferred built-in).
- The unit price will include furniture as follows: The minimum requirement of each bedroom unit is that they will be furnished with residential hall-quality, high use furniture to include a bed, mattress, dresser, desk with chair and adequate closet/wardrobe space per occupant. The kitchen/dining areas should provide a table and adequate seating. The common living area of each unit should provide comfortable seating (sofa and chairs to accommodate the number of unit occupants), coffee or side tables with lamp.
 - An inventory of furniture and furnishings must be provided with proposal for each separate unit.

MINIMUM STATE REQUIREMENTS

- **State Housing Lease agreement is basis of lease agreement – a copy is attached hereto.**
- No security deposits can be required for the units.
- Property must be barrier free, hazard free and smoke free.
- Property must meet zoning requirements for proposed use.
- Space must be ADA compliant. Landlord is responsible for all costs associated with ADA and fire/safety compliance.

PROPOSAL DUE DATE AND REMITTANCE INSTRUCTIONS:

- Proposals must be received by the Real Property Services by **February 6, 2026**.
- All proposals must be in writing and may be submitted by e-mail. (It is agent's responsibility to ensure receipt).

CONTACT INFORMATION

All information and questions should be directed to Real Property Services – no direct contact can be made with the University of South Carolina. Direct contact can be cause for automatic disqualification.

RETURN PROPOSALS AND DIRECT ALL QUESTIONS TO:

DEPARTMENT OF ADMINISTRATION
 REAL PROPERTY SERVICES
 PHONE: 803-737-8731
 EMAIL: rps@admin.sc.gov



GOVERNMENTAL REAL ESTATE LEASE AGREEMENT
(– Student Housing)

THIS GOVERNMENTAL REAL ESTATE LEASE AGREEMENT (this “Lease”) is between (the “Landlord”), and University of South Carolina, an agency of the State of South Carolina and state-supported institution of higher learning, as tenant (in such capacity, hereinafter the “Tenant”). Landlord and Tenant are sometimes jointly referred to herein as the “Parties” or separately referred to herein as a “Party.” This Lease is to be effective as of the date approved by Real Property Services as set forth on the signature page (the “Effective Date”).

ARTICLE 1 - LEASE OF DEMISED PREMISES

1.1. Landlord hereby leases and lets to the Tenant and the Tenant hereby takes and hires from the Landlord, upon and subject to the terms, covenants and provisions hereof, the premises consisting of _____ units consisting of _____ beds (the “Demised Premises”) located in various buildings (collectively, the “Building”) located at , in the County of Richland, State of South Carolina (the “Land”), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. The units and floor plans of the Demised Premises are attached hereto as Exhibit “A.”

ARTICLE 2 - TERM

2.1. The term of this Lease shall be one (1) year (the “Initial Term” or “Term”)

- beginning on August 1, 2027 (the “Commencement Date”), unless terminated or extended, shall end on July 31, 2028, (the “Termination Date”). Provided there is no continuing event of default hereunder by the Tenant and subject to the approval of the Division of Facilities Management and Property Services, Real Property Services and any other required State and/or Federal approvals, the Tenant shall have the right to extend the term of this Lease for up to four (4) terms of one (1) year (the “Extended Term”) upon the same terms and conditions contained herein, except the amount of Basic Rent which shall be paid in accordance with Article 3 of this Lease, by giving written notice to Landlord of Tenant’s intent to extend the then existing term at least one (1) year prior to the expiration of the then existing term, unless otherwise provided herein. Further, if Tenant fails to extend by the deadline set forth hereinabove, Landlord agrees to notify Tenant in writing of such failure, and Tenant shall have thirty (30) days from Landlord’s written notice to the Tenant of the Tenant’s failure to extend the Lease in accordance with this subparagraph 2.1 to exercise the extension before the option is no longer available to Tenant. Tenant shall have the right, upon written request to Landlord and subject to any and all requisite governmental approvals, to lease additional beds up to a maximum of 800 total beds during the Initial Term and Extended Term at the then same terms and conditions as the original Demised Premises. Such additional beds shall become part of the Demised Premises effective as of the date the additional beds are made available to the Tenant, and all rent and other charges shall be pro-rated as of the date the additional beds become a part of the Demised Premises.

ARTICLE 3 – RENT

3.1. Tenant shall pay rent (the “Basic Rent”) to Landlord during the first year of the Initial Term at the rate as follows:

The initial annual amount of \$ payable in _____ installments (each hereinafter referenced individually as an “Installment”) annually of \$_____ payable in advance of _____ with the _____ (each an “Installment Term”). The Basic Rent for the Initial Term and for the Extended Term shall be increased annually by _____ percent (%), which will be payable in the amounts set forth on the Rent Schedule in this subparagraph.

	PERIOD:	ANNUAL	BI-ANNUAL
TERM	FROM - TO	RENT	RENT
INITIAL YEAR 1	8/1/2027-7/31/2028		
EXT. YEAR 2	8/1/2028-7/31/2029		
EXT. YEAR 3	8/1/2029-7/31/2030		
EXT. YEAR 4	8/1/2030-7/31/2031		
EXT. YEAR 5	8/1/2031-7/31/2032		

3.2. 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.

3.3. Unless notified otherwise in writing, all payments of Basic Rent and monthly and/or overage Electricity Charges shall be mailed to Landlord at:

ARTICLE 4 – USE

4.1. Student Housing Facilities. Each unit will include the furniture/housewares/appliances and which shall be in good condition and fully functioning as set forth in Exhibit “B” (attached hereto and incorporated herein by reference). Tenant shall have the right to use the Demised Premises for student housing purposes only provided that such uses comply with all laws, ordinances, orders or regulations of any lawful authority having jurisdiction over the Demised Premises.

4.2. If during the Initial Term or any Extended 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 economically feasible for Tenant to operate in the

Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease by providing Landlord with a written notice sixty (60) days in advance, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

4.3 Tenant shall have the non-exclusive right to use all common areas of the Building and Land during the Term of this Lease, including any Extended Term and/or during any Holdover.

ARTICLE 5 - 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, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease. Tenant shall have the right to sublet the Demised Premises and any unit or portion thereof to students of Tenant.

5.3. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or 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 Basic Rent shall include, but are not limited to, water and sewer, electricity, lighting for all common areas of the Building and Land, including security lighting, heating, ventilating, air conditioning, parking, cable television and wireless internet service, elevator service, fire detection service, fire suppression, pest control, grounds maintenance, general building maintenance, furniture and appliance maintenance (for furniture and appliances provided by Landlord), lock maintenance, key replacement, 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 (including repairs and replacement costs), labor, materials and supplies. Electrical provisions must allow each resident separate use of a computer, printer, stereo, and television to be running simultaneously while kitchen appliances are also in use.

6.2. Additional services to be provided by Landlord to Tenant as part of Basic Rent shall include Furniture/Housewares/Appliance Inventory (Exhibit "B") and window treatments for each unit.

6.5 Optional Student Services

The Landlord may choose to provide optional student services, such as access to Club House facilities (pool, fitness center, and/or other recreational facilities). These services are outside the terms of this Lease and shall be subject to the rules and regulations established by the Landlord. Tenant will assist Landlord in providing such notifications that will educate and inform residents regarding the availability of these services.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant:

(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) There is available to the Building and the Demised Premises adequate public water, 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 Basic 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, reasonable wear and tear excepted;

(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, or such additional time as reasonably necessary so long as Landlord commenced repairs within said ninety (90) day period and diligently pursues completion of the same;

(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, or such additional time as reasonably necessary so long as Landlord commenced repairs within said ninety (90) day period and diligently pursues completion of the same;

(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 11 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;

(k) 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 provide a floor plan to scale of the Demised Premises as occupied by the Tenant within thirty (30) days of Tenant's occupancy;

(m) Landlord represents and warrants that it will comply and that the Building and the Demised Premises comply with all applicable statutes, codes, rules, regulations and ordinances now in effect.

(n) Landlord represents and warrants that it further acknowledges and agrees that:

1. USCPD serves as the law enforcement agency of primary jurisdiction, police patrol, response to calls for service, and investigation of criminal complaints.
2. USCPD officers shall have unrestricted access to all common areas of the facility, this shall include but not be limited to providing USCPD with necessary access control credentials.
3. USCPD Security Operations Center and Criminal Investigations shall have unrestricted access to all CCTV (surveillance) camera recordings. This may be accomplished by installing the necessary digital video recording and networking equipment to share the

- camera feeds with the USCPD system or by other means mutually agreeable to both parties.
4. USCPD officers shall have unrestricted access to all access control system logs.
 5. Management company shall provide USCPD with a point of contact that is capable of providing 24/7 access to individual apartments in compliance with a search warrant or other legally justified exigent circumstances.
 6. USCPD will be provided with access to an up-to-date list of all residents with name USCID number and apartment number.
 7. If there is a courtesy officer only USCPD officers may serve in this capacity. (alternative) The property will not have a courtesy officer.

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 14.3.

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due, provided Tenant's obligation to pay Basic Rent when due shall be conditioned on Landlord providing a written invoice to Tenant thirty (30) days in advance of each semi-annual payment period; however, 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) To the extent permitted by South Carolina law, Tenant is responsible for the reasonable costs incurred for any damage beyond normal wear and tear that is caused by Tenant, Tenant's subtenants or Tenant's guests. Landlord will provide Tenant written notice of any damage beyond normal wear and tear of the Demised Premises. Further, Landlord will bill Tenant for any damages beyond normal wear and tear of the Demised Premises caused by Tenant, Tenant's subtenants or Tenant's guests and will provide copies of any invoices and documentation regarding the costs of such repairs. Upon receipt of Landlord's invoice for such reasonable repairs, Tenant agrees to pay Landlord the reasonable cost of the repairs as additional rent with the next payment of Basic Rent.

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

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

(f) Allow Landlord reasonable access to the Demised Premises for inspections. Any issues with the Tenant, Tenant's subtenants or Tenant's guests' usage of the Demised Premises that results in any damages to the Demised Premises or surrounding Premises will be documented and reported to the Tenant. Damage assessments will be made by Landlord and all reasonable costs incurred will be billed to the Tenant along with supporting documentation.

(g) Tenant and Landlord will perform an inspection of the Demised Premises upon expiration of the Lease and note any damages and to ensure that the Demised Premises are in good condition, normal wear and tear accepted.

(h) Landlord prohibits smoking in all common areas of the Building and Land; Tenant shall prohibit smoking and the use of any tobacco products in all areas of the Demised Premises rented to Tenant.

ARTICLE 9 - MAINTENANCE AND REPAIR

9.1. **Maintenance and Repair.** Subject to Tenant's obligations set forth in Article 8 above, Landlord shall be responsible for maintaining and repairing the Demised Premises and any systems on the Demised Premises as well as the common areas of the Building and Land in a clean and good condition and state of repair, including without limitation, maintaining and repairing walls and partitions, ceiling materials, ducting, windows and doors, window and door frames, and electrical, lighting, plumbing, sprinkler, alarm, security, cable or internet, telephone, satellite dish and other communications systems; sweeping and cleaning of parking, storage and trash collection areas so as to keep the same reasonably free and clear of foreign objects, papers, debris, obstructions, and standing water; and maintaining exterior landscaping, grounds and parking lot maintenance in a neat, safe and healthy condition; repairing of structural defects or damage to the exterior of buildings, roofing, siding, windows, floors, floor coverings, interior walls, and fixtures; and general routine maintenance and repair of the building systems specifically related to the respective units, including water and sewer, plumbing, lighting, heating, ventilating, air conditioning, electrical, janitorial service, security service, and fire detection service. Incident thereto, special attention shall be given to preventive maintenance. Maintenance and Repair includes maintenance for normal wear and tear. Reasonable repairs beyond normal wear and tear that are caused by Tenant, Tenant's subtenants or Tenant's guests shall be done at the cost of Tenant and will be billed to the Tenant along with copies of any invoices and documentation regarding the costs of such repairs. Landlord shall not allow any maintenance employees to work at the Building or on the Land that have a criminal history relating to burglary, theft, assault, sexual harassment or other related crimes that could be perceived as a threat to Tenant's students and Landlord is responsible for maintaining a current background check on file for all maintenance employees. Landlord shall require that all service vendors and outside repairmen who have access to the building must be escorted by Landlord.

ARTICLE 10 - ARCHITECTURAL BARRIERS

10.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations 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 and Tenant provides Landlord notice of the same, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date

and Tenant's notice, 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 11 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1. Landlord shall perform all refurbishments to the Demised Premises prior to the Commencement Date of this Lease. The refurbishment shall include as a minimum, the repainting of the rooms and cleaning of the carpet (replacement of carpet where needed), a thorough cleaning of all rooms, and any repairs where indicated. The Tenant shall have the right to inspect the Demised Premises to determine if the refurbishments are in accordance with the agreed upon scope of work, which shall be agreed upon by Tenant and Landlord.

11.2 Landlord shall provide student turnover cleaning services prior to the student resident taking possession of the Demised Premises. Landlord shall touch up the paint in the units as part of its turnover cleaning services. This subparagraph 11.2 shall not affect the responsibilities of Landlord set forth above in Article 9.

11.3. 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.

11.4. 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 12 - CONDEMNATION AND CASUALTY

12.1. 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.

12.2. If the restoration, replacement or rebuilding of 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.

12.3. 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 Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

12.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic 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 Basic Rent and all other payments and charges shall be equitably apportioned.

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

ARTICLE 13 - INSURANCE AND TAXES

13.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire general liability and other hazard 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.

13.2. 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 13.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

13.3. Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Initial Term and Extended Term, if any, of this Lease.

13.4. Landlord shall pay *ad valorem* taxes applicable to the Demised Premises when due.

ARTICLE 14 - TENANT CANCELLATION PRIVILEGE

14.1. 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) a "non-appropriation" for Tenant (which shall be deemed to have occurred upon a determination, at the request of Tenant, by the South Carolina Department of Administration, Division of Facilities Management and Property Services, that a material reduction in Tenant's annual appropriation by the State has materially limited or impaired Tenant's ability to continue this Lease); or

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

(c) if at any time during the Term the Demised Premises is determined, at the request of Tenant, by the South Carolina Department of Administration, Division of Facilities

Management and Property Services, materially inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant, requiring the termination of the Lease.

14.2. Other State Space. Tenant shall have the right to cancel this Lease upon written notice to Landlord if other suitable State owned space is available to Tenant in substitution for the Demised Premises. After the notice period, the Lease shall be deemed canceled; provided, however, Tenant shall continue to pay rent and all additional charges until the date of cancellation.

14.3. Breach by Landlord. 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, Tenant shall have the right, at its option, to (i) terminate this Lease with no further obligation of Tenant; or (ii) abate Basic Rent payable hereunder until such breach is cured or corrected to Tenant's satisfaction.

ARTICLE 15 - EXEMPTIONS

15.1. 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 13 of this Lease;

ARTICLE 16 - SUBORDINATION AND NON -DISTURBANCE

16.1. Any holder of a mortgage affecting the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall agree 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; provided, Tenant agrees that this Lease is subordinate to the rights of the holder of the 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 agreement from any such mortgagee and Tenant agrees to execute a State form non-disturbance agreement substantially in the form as set forth in Exhibit D (attached hereto and incorporated herein).

ARTICLE 17 – SURRENDER

17.1. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition subject to normal wear and tear.

ARTICLE 18 - NOTICES

18.1. Notice. Any notice, demand, request or other correspondence (a "notice") required or permitted to be given hereunder shall be in writing and shall be deemed delivered when either (i) personally delivered, or (ii) sent by U.S. certified Mail, return receipt requested, 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 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 transmission. Notice shall be given at the address of the parties set forth below, but the address for notice to a party may be changed by written notice to the other party:

To - Landlord:

Email:

To - Tenant:

Email:

With a copy to:

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

ARTICLE 19 – HOLDOVER

19.1. In the event Tenant shall remain in the Demised Premises after the Initial Term or the Extended 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 following written notice of such failure by Landlord all in accordance with subparagraph 2.1 hereof, the Lease shall be extended for an additional year

(“Additional Year”) with regard to any units not vacated and Tenant shall continue to pay Basic Rent in the amount of the Basic Rent last in effect under the Lease proportionate to the number of beds occupied during the Additional Year and increased by _____ percent (%) as set forth in Article 3.1 unless Landlord, provides written notice to Tenant by April 1 of the Additional Year, of Landlord’s intent to terminate this Lease at the end of the Additional Year, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 20 - MISCELLANEOUS

20.1. 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.

20.2. 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.

20.3. 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.

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

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

20.6. 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.

20.7. Exhibit “A” (Floor Plan) and Exhibit “B” (Furniture/Housewares/Appliance Inventory) and Exhibit “C” (Student Housing Rules and Regulations) referred to in this Lease are incorporated herein and made a part hereof.

20.8. 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 Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

20.9. This Lease or a memorandum hereof acceptable to the Parties may be recorded in the appropriate official records.

20.10 In the event the Tenant exercises its right to terminate this Lease pursuant to Article 14 and provides notice as prescribed in Article 14 and vacates and releases the Demised Premises during the notice period, Landlord and Tenant will make reasonable attempts to re-let or, respectively, to assist the Landlord with reletting the Demised Premises, in whole or as large a portion thereof as possible, during any requisite termination notice period, and Landlord shall apply any rent and/or fees received by or on behalf of Landlord as an offset to Tenant’s Basic Rent and/or other charges due during any termination notice period.

20.11 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 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.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

WITNESS:

(Witness 1 signature)

(Witness 2 signature)

LANDLORD:

(signature)

(printed name and title of signatory)

date

WITNESS:

(Witness 1 signature)

(Witness 2 signature)

TENANT:

(signature for Tenant)

(printed name and title of signatory)

date

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 AND UNITS

Exhibit B
Furniture/Housewares/Appliance Inventory

Prior to moving in to _____, every apartment is to have a range/oven, microwave, dishwasher, refrigerator, garbage disposal and hot water heater. The common area furniture will include a couch, an upholstered chair, a coffee table, overhead lighting and an end table. Each unit will have a full mattress and bedframe, a stackable drawer chest, a desk, a desk chair, and a dining high-stool/chair all in quantity equal to the number of occupants in the apartment. Each bedroom will have adequate closet/wardrobe space. Each unit will have one washer and dryer. The furniture/ appliance inventory for the residential apartments is shown in the table below.

All the furniture and appliances will be in good, functioning condition.

Units – Total			
	Item		Total
Living Room/ Kitchen	Couch - upholstered		
	Love Seat- upholstered		
	Overhead Lighting		
	Upholstered Chair		
	Coffee Table - metal frame, laminate top		
	End Table - metal frame, laminate top		
	Extended Counter for eating - metal frame, laminate top		
	High Stool/Chair - metal frame, upholstered seat		
	Media / Entertainment Table		
	Trash can		
Bedroom	Full Size Mattress - commercial quality		
	Full Size Bed Frame - metal frame, wood slats		
	4 Drawer Dresser - metal frame, laminate top & drawer fronts		
	Desk - metal frame, laminate top & drawer fronts		
	Desk Chair - metal frame, wood seat		
	Trash can		
Bathroom	Shower Curtain		
	Trash can		
Appliances			
	Range/Oven – electric		
	Microwave oven - built-in		
	Dishwasher		

Refrigerator with Freezer - full-sized			
Garbage disposal			
Hot Water Heater – <u>55</u> gallon			
Total Furniture/Housewares/Appliances Items			

EXHIBIT C
STUDENT HOUSING RULES AND REGULATIONS

EXHIBIT D
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"); _____ 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>	_____ _____ _____ _____
	<p>With a copy to:</p> <p>SC Department of Administration Attn: Real Property Services 1200 Senate Street, 6th Floor Columbia, SC 29201 RPS@admin.sc.gov</p>

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]

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

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

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 LANDLORD FOLLOWS]

[SIGNATURE PAGE OF LANDLORD]

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

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of Maryland 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, _____
My Commission Expires: _____
(Official Seal)

[SIGNATURE PAGE OF TENANT FOLLOWS]

[SIGNATURE PAGE OF TENANT]

Signed, sealed and delivered in the presence of: 1st Witness	<u>TENANT:</u> 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
ATTORNEY AGREEMENT EXHIBIT "A"

LEGAL DESCRIPTION