

**WOOLPERT, INC.**  
 4454 IDEA CENTER BLVD.  
 DAYTON, OH 45430  
 (937) 461-5660




13-1-420

CHECK DATE **October 22, 2013**

**PAY** Two Thousand Four Hundred Thirty and 00/100 Dollars

AMOUNT  
 2,430.00

**TO** SPPOTT LLC  
 c/o Colliers Property Management  
 25 Calhoun St., Suite 220  
 Charleston, SC 29401

  
 AUTHORIZED SIGNATURE

Security features. Details on back.

⑈ 500906 ⑈ ⑆ 042000131 ⑆ 130109403522 ⑈

**WOOLPERT, INC.**

500906

Check Date: 10/22/2013

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
Charleston SC/Deposi	10/21/2013	000001145125	2,430.00			2,430.00
SPPOTT LLC		TOTAL	2,430.00			2,430.00
1US Bank (Woolpert)	28	033924				

Dated: October \_\_, 2013

1671 Belle Isle Drive  
 Suite 125  
 Mount Pleasant, South Carolina 29464

**LEASE AGREEMENT**

Between

SPPOTT, LLC  
A South Carolina Limited Liability Company

as Landlord

and

Woolpert Inc.

as Tenant

Dated: October \_\_, 2013

1671 Belle Isle Drive  
Suite 125  
Mount Pleasant, South Carolina 29464

**TABLE OF CONTENTS  
LEASE AGREEMENT**

<u>No.</u>	<u>Description</u>	<u>Page</u>
1.	Definitions.....	1
1.1	Base Year.....	1
1.2	Building.....	1
1.3	Commencement Date.....	1
1.4	Common Area or Common Areas .....	1
1.5	Complex.....	1
1.6	Exhibits .....	1
1.7	Expense Increase Year.....	1
1.8	Expiration Date .....	1
1.9	Initial Installment .....	2
1.10	Land .....	2
1.11	Landlord's Address for Notice .....	2
1.12	Landlord's Address for Payment.....	2
1.13	Landlord's Architect.....	2
1.14	Landlord's Broker.....	2
1.15	Lease Year.....	2
1.16	Manager .....	2
1.17	Base Rent .....	2
1.18	Operating Expense Base .....	2
1.19	Operating Expenses .....	2
1.20	Parking Facilities .....	2
1.21	Parking Spaces Available to Tenant.....	2
1.22	Permitted Use.....	2
1.23	Premises .....	2
1.24	Rent.....	2
1.25	Rules and Regulations.....	3
1.26	Security Deposit.....	3
1.27	Stipulated Square Footage of the Premises and Building.....	3
1.28	Tenant's Address for Notice After Commencement Date.....	3
1.29	Tenant's Broker .....	3
1.30	Tenant's Share .....	3
1.31	Term.....	3
1.32	Work Letter.....	3
2.	Premises .....	3
3.	Commencement Date, Delivery and Lease Term .....	3
4.	Rent.....	4
4.1	Base Rent .....	4
4.2	Base Rent Adjustment.....	4
4.3	Operating Expense Increase.....	4
4.4	Operating Expenses .....	4
4.5	General Provisions Regarding Rent.....	5
4.6	Initial Installment .....	6
4.7	Security Deposit.....	6
4.8	Late Charges .....	6
5.	Construction, Alteration, Maintenance and Repair.....	6
5.1	Building Allowance and Tenant Finishes .....	6
5.2	Repairs By Landlord .....	6
5.3	Repairs By Tenant.....	6
5.4	Alterations and Improvements .....	7
5.5	Performance of Maintenance, Repairs, Alterations and Improvements .....	7

6.	Surrender of Premises .....	7
7.	Services .....	7
	7.1 Building Services .....	7
	7.2 Excess Services .....	8
	7.3 Interruption of Services .....	8
	7.4 Electrical Service .....	9
8.	Use and Occupancy of the Premises .....	9
	8.1 Permitted Use .....	9
	8.2 Signs .....	9
	8.3 Hazardous Materials .....	9
	8.4 Entering Premises .....	10
9.	Tenant's Insurance; Waivers and Indemnities .....	10
	9.1 Insurance Coverages .....	11
	9.2 Insurance Policy Requirements .....	11
	9.3 Blanket Insurance Policies .....	11
	9.4 Waivers .....	11
	9.5 Indemnities .....	11
10.	Default and Remedies .....	12
	10.1 Default .....	12
	10.2 Remedies .....	12
11.	Destruction or Damage; Condemnation .....	14
	11.1 Destruction or Damage .....	14
	11.2 Condemnation .....	14
12.	Additional Provisions .....	14
	12.1 Service of Notice .....	14
	12.2 Mortgagee's Rights .....	15
	12.3 Governmental Regulations .....	15
	12.4 Abandonment of Premises .....	16
	12.5 Assignment and Subletting .....	16
	12.6 Tenant's Estoppel .....	17
	12.7 Parking .....	17
	12.8 Storage .....	17
	12.9 Waste Disposal .....	17
	12.10 Brokers .....	17
	12.11 Transfer of Tenants .....	17
	12.12 Alteration of Common Areas .....	17
	12.13 Severability; Interpretation .....	18
	12.14 Holding Over .....	18
	12.15 Rules and Regulations .....	18
	12.16 Quiet Enjoyment .....	18
	12.17 Entire Agreement .....	18
	12.18 Limitation of Liability .....	18
	12.19 Authority .....	18
	12.20 Force Majeure .....	18
	12.21 Multiple Tenants .....	19
	12.22 Financial Statements .....	19
	12.23 Easements .....	19
	12.24 Time is of the Essence .....	19
	12.25 Governing Law .....	19
	12.26 Waiver of Rights .....	19
	12.27 Special Stipulations .....	19
	12.28 Carding and Advertising .....	19
	12.29 No Estate In Land .....	19
	12.30 Damage or Theft of Personal Property .....	19

12.31 Submission of Agreement.....19

- EXHIBIT A LAND
- EXHIBIT B FLOOR PLANS FOR PREMISES
- EXHIBIT C RULES AND REGULATIONS
- EXHIBIT D WORK LETTER
- EXHIBIT E EXHIBIT DELETED
- EXHIBIT F STATEMENT OF TENANT IN RE: LEASE
- EXHIBIT G SPECIAL STIPULATIONS
- EXHIBIT H SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the "Lease") is made and entered into this \_\_\_\_\_ day of Oct, 2013 by and between SPOTT LLC, a South Carolina Limited Liability Company (hereinafter called "Landlord"), and Woolpert Inc., an Ohio corporation (hereinafter called "Tenant").

1. **Definitions.** Each of the terms capitalized and defined in this Section shall refer to and shall have the respective meaning set forth in this Section.

1.1 **Base Year:** The calendar year in which the Term commences which for the purposes of this Agreement shall be deemed to be 2013.

1.2 **Building:** The two (2) story building having approximately 36,524 rentable square feet of space constructed or to be constructed by Landlord on the Land, together with any additions, replacements or alterations to same, as more completely described in Exhibit A. Landlord shall have the right to change the Project's name without notice, to change the Project's street address upon 90 days prior notice, to retain at all times master keys or passkeys to the Premises, and to place such signs, notices or displays as Landlord reasonably deems necessary or desirable upon the roof and exterior of the Project.

1.3 **Commencement Date:** Occupancy shall commence on December 1, 2013 and rent commencement shall commence on March 1, 2014.

1.4 **Common Area or Common Areas:** The Land and easement areas which benefit the Land, which are now or hereafter made available for the nonexclusive use, convenience and benefit of Landlord, Tenant, other Building, tenants, their employees, agents, customers, invitees or licensees, including without limitation, lobbies, walkways, driveways, corridors, loading zones, Parking Facilities, storage areas, stairwells, elevators, service areas, signs, decorative improvements, such as sculptures and fountains, courts, paving, lighting and landscaped and planted areas. The meaning of "Common Area" or "Common Areas" may be expanded, contracted or otherwise altered in accordance with the provisions of Section 12.12.

1.5 **Complex:** The Land, the Building, the Parking Facilities and the Common Areas..

1.6 **Exhibits:** The following exhibits are attached to this Lease, and by this reference incorporated into this Lease and made a part hereof and are to be construed as a part of this Lease:

Exhibit A	Land
Exhibit B	Floor Plans for Premises
Exhibit C	Rules and Regulations
Exhibit D	Work Letter
Exhibit E	Exhibit E deleted
Exhibit F	Statement of Tenant in Re: Lease
Exhibit G	Special Stipulations
Exhibit H	Subordination, Nondisturbance and Attornment Agreement

1.7 **Expense Increase Year:** Each calendar year, commencing with the calendar year following the Commencement Date, falling, in whole or in part, within the Lease Term.

1.8 **Expiration Date:** The date, which is the last day of the Thirty-ninth (39<sup>th</sup>) full month following the Commencement Date.

1.9 **Initial Installment:** The amount equal to one month rent plus security deposit.

1.10 **Land:** That certain tract or parcel of land described with particularity on Exhibit A.

**1.11 Landlord's Address for Notice:**

**SPPOTT, LLC**  
517 King Street Apt 7  
Charleston, SC 29403

**1.12 Landlord's Address for Payment:**

Colliers Property Management c/o Meredith Millender  
25 Calhoun Suite 220  
Charleston, SC 29401

**1.13 Section deleted.**

**1.14 Landlord's Broker:** Michael Ferrer, CCIM

**1.15 Lease Year:** Each and every twelve (12) full calendar month period during the Term of this Lease, provided that the first Lease Year shall also include any partial month of the Term in which the Commencement Date falls, if the Commencement Date does not fall on the first day of a month. The first Lease Year shall commence on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter.

**1.16 Manager:** Colliers Property Management.

**1.17 Base Rent:** See Special Stipulations, Paragraph 1.

**1.18 Operating Expense Base:** Operating Expenses for the Building for the Base Year, which Landlord and Tenant do hereby stipulate and conclusively agree that for the purposes of this Lease Agreement, operating Base Year expenses are equal to the actual Operating Expenses, subject to paragraph 4.3, subparagraph (e) hereof.

**1.19 Operating Expenses:** As defined in Section 4.4.

**1.20 Parking Facilities:** The parking facilities constructed or to be constructed by Landlord on the Land.

**1.21 Parking Spaces Available to Tenant:** Up to four (4) parking spaces for each 1,000 square feet of Stipulated Square Footage of the Premises, non-reserved and located on the surface lots of the Building, pursuant to the provisions of Section 12.7.

**1.22 Permitted Use:** The Premises are to be used for general office purposes for business and related functions.

**1.23 Premises:** 2,287 rentable square feet of office space located on the first (1<sup>st</sup>) floor of the Building, substantially as shown by diagonal lines drawn on the floor plan(s) attached hereto as Exhibit B, together with non-exclusive right to use of the Common Areas in accordance with the terms hereof.

**1.24 Rent:** The Base Rent, all adjustments to Base Rent, Tenant's Share of increases in Operating Expenses above the stipulated Operating Expense Base, and all Additional Rent.

**1.25 Rules and Regulations:** The agreements of Tenant concerning the operation and/or use of the Premises and/or the balance of the Complex contained in Exhibit C, as same may be modified or replaced from time to time by Landlord in its sole, but reasonable, discretion.

**1.26 Security Deposit:** \$2430 (Half of one month rent)

**1.27 Stipulated Square Footage of the Premises and Building:** The parties stipulate and agree that (i) the Premises are 2,287 rentable square feet as shown on the floor plan attached hereto as Exhibit B, (ii) the Building consists of 36,524 rentable square feet, and (iii) these square footage measurements are final and binding for all adjustments, prorations, charges

or purposes of this Lease.

The rentable square footage of the Premises has been determined in accordance with the Building Owners and Management Association Standard Method of Measurement for suburban office buildings in Atlanta, Georgia, ANSI-Z 65.1-1996 ("The BOMA Standard"). Within thirty (30) days after the Commencement Date, Tenant may, at its sole cost and expense, measure the rentable square footage of the Premises to determine if it is in accordance with The BOMA Standard. If Tenant disputes Landlord's measurement as set forth in Section 2.a., it shall notify Landlord within five (5) days after Tenant's receipt of its measurement. If Landlord and Tenant cannot thereafter agree on the appropriate measurement within ten (10) days after Tenant's notice, then either party shall have the right to submit the issue to arbitration the process for which shall be mutually determined at such time. If it is determined that the actual rentable square footage measured by The BOMA Standard varies from the rentable square footage determined by Landlord, then the Annual Base Rent (and any other provisions of this Lease based on a specific rentable square footage) shall be retroactively adjusted to reflect the applicable square footage figures as determined by arbitration. Landlord and Tenant, as applicable shall pay any retroactive adjustment within twenty (20) days after the arbitration award.

**1.28 Tenant's Address for Notice After Commencement Date:**

Woolpert, Inc.  
Attn: Art Williams  
4454 Idea Center Blvd.  
Dayton, Ohio 45430

**1.29 Tenant's Broker:**

Lexis Livengood  
DTZ Americas

**1.30 Tenant's Share:** The ratio, which the Stipulated Square Footage of the Premises bears to the Stipulated Square Footage of the Building, which for purposes of this Lease six and three/tenth percent (6.3%).

**1.31 Term:** 39 (39) months, beginning on the Commencement Date and ending at 11:59 p.m. on the Expiration Date, unless this Lease is sooner terminated, or extended as provided herein.

**1.32 Work Letter:** The description of the work to be performed by Landlord to complete the Premises set forth on Exhibit D.

**2. Premises.** Landlord does hereby rent and lease to Tenant and Tenant does hereby rent and lease from Landlord the Premises, a non-exclusive right to use of the Common Areas, and any rights of parking provided in Sections 1.21 and 12.7.

**3. Commencement Date and Lease Term.** Tenant shall be provided possession of the Premises on 1 December 2013. The Lease shall terminate at 11:59 p.m. February 28, 2017.

**4. Rent.**

**4.1 Rent.** Rent shall commence March 1, 2014. Rent shall be defined as Base Rent, Operating Expense Increases and Additional Rent. Rent for each Lease Year shall be due and payable, without further notice, in equal monthly installments on or before the first day of each calendar month, in advance at Landlord's Address for Payment. Should the Commencement Date fall on any day other than the first day of a calendar month, the Initial Installment of Base Rent, payable pursuant to Section 4.6, shall be prorated to that partial calendar month, and the excess of the Initial Installment shall be applied as a credit against the next monthly Rent installment. All other amounts or sums due from Tenant to Landlord under this Lease whether as charges, surcharges, or increases or adjustments from base amounts shall constitute "Additional Rent" hereunder.

**4.2 Base Rent Adjustment.** See Special Stipulations, Paragraph 1.



### **4.3 Operating Expense Increase.**

(a) Tenant shall pay monthly, as Additional Rent, one-twelfth of the Operating Expense Increase for each Expense Increase Year. The Operating Expense Increase shall be computed by subtracting the Operating Expense Base from the Operating Expenses for the Expense Increase Year in question, and multiplying the result by Tenant's Share. Each year, Landlord shall provide Tenant with an estimate of increased Operating Expenses expected to be incurred for the following year.

(b) Within one hundred and twenty (120) days following the close of each Expense Increase Year, Landlord shall furnish Tenant with a written statement showing in reasonable detail the Operating Expenses for the last Expense Increase Year and the amount, if any, of Operating Expense Increase remaining due from Tenant for such Expense Increase Year; Tenant shall upon proper notice be able to Audit the records. If upon inspection, Landlord Operating Expenses increase by more than 5% Landlord shall pay for Tenant's Audit costs.

(c) If actual Operating Expenses for the last Expense Increase Year exceeded the estimated Operating Expenses, Tenant shall pay the Operating Expense Increase payment within thirty (30) days of demand. If Operating Expenses for the last Expense Increase Year were less than the estimated Operating Expenses, the excess shall be credited on the next Rent payment, or if the Lease has expired or terminated, the amount shall be refunded to Tenant if Tenant is not in default. Under no circumstances shall Tenant be entitled to any refund or credit if actual Operating Expenses are below the Operating Expense Base.

(d) Operating Expense Increase shall be prorated on a daily basis for any Expense Increase Year not wholly falling within the Term.

(e) If the average occupancy level of the Building was less than ninety-five percent (95%) of the total rentable square footage of the Building during the Base Year or any Expense Increase Year, the actual Operating Expenses for the Base Year or Expense Increase Year shall be adjusted to equal Landlord's reasonable estimate of Operating Expenses if ninety-five (95%) of the total rentable square footage of the Building had been occupied.

**4.4 Operating Expenses.** Operating Expenses shall include costs of operating, servicing, managing, maintaining and repairing the Complex as a first-class office building in the Mount Pleasant, South Carolina area. By way of illustration, Operating Expenses may include: (a) all real and personal property ad valorem taxes and assessments, whether general or special, applicable to the Complex, furniture, fixtures, machinery, apparatus, systems and appurtenances of Landlord used in connection therewith or the operation thereof; (b) all insurance premiums, and deductibles which are actually paid by Landlord for coverage on the Complex and any easement areas benefiting the Complex; (c) all utility costs and expenses, excluding those utility charges payable by Tenant or other tenants of the Building; (d) janitorial and maintenance expenses; (e) management fees equal to 4% of gross rents (excluding Operating Expenses actually paid to Landlord) paid with respect to the Complex; (f) the market rental value of a management office actually located in the Building or in another building which serves the Building; provided that if such management office serves buildings other than the Building, the market rental value of such management office shall be equitably apportioned to the Building; (g) the amortized costs, including reasonable interest, of any capital improvement made to the Building which is required under any governmental law or regulation that was not applicable to the Building at the time of its construction, or of the acquisition and installation of any device or equipment designed to improve the operating efficiency of any system within the Building; (h) all wages, costs or expenses that Landlord pays to or on behalf of employees (not above the level of building manager) to the extent engaged in the operation, maintenance, repair and security of the Complex. (i) legal and accounting costs and expenses; (j) landscaping and grounds maintenance costs and expenses and security service costs and expenses not otherwise included in Operating Expenses; and (k) Costs and expenses of redecorating, painting and carpeting the Common Areas.

### **4.5 General Provisions Regarding Rent.**

(a) Provisions concerning the payment of Rent shall survive the expiration or termination of the Term.

(b) Tenant's payment of Operating Expense Increase shall not be deemed payments of rental as that term is construed in relation to governmental wage and price control or analogous governmental actions now or hereafter affecting the amount of rental which Landlord may charge Tenant. Notwithstanding the foregoing, in the event that such governmental actions or controls prevent the application of all or any part of the provisions of this Section 4 regarding the payment of Operating Expense Increase, Tenant hereby agrees to pay as monthly rent hereunder the monthly Base Rent, including the Operating Expense Base, plus one-twelfth (1/12) of the Operating Expense Increase which was due for the Expense Increase Year preceding the year of the institution of such actions or controls, but in no case to exceed the maximum rent permitted by such actions or controls.

(c) Tenant shall timely pay all taxes and assessments against personal property, furniture and fixtures placed by Tenant in the Premises and Tenant shall also be solely liable for any taxes, including rental, sales and use taxes, assessed directly against Tenant by any governmental authority. Further, and in addition to the Base Rent and Operating Expense Increase, Tenant shall reimburse Landlord, within the thirty (30) days after written demand, for any and all taxes payable by Landlord (other than net income taxes), whether or not now customary or within the contemplation of the parties hereto arising from use or occupancy by Tenant of the Premises or any portion thereof. In the event that it shall not be lawful for Tenant so to reimburse Landlord, the monthly Base Rent payable to Landlord under this Lease shall, to the maximum extent permitted by law, be revised to net Landlord the same Base Rent after the imposition of any such tax upon Landlord as would have been payable to Landlord prior to the imposition of any such tax. "Real Estate Taxes" shall not include any of the following: penalties or interest paid by the Landlord on account of taxes; or income taxes, estate taxes, inheritance taxes or any other tax based upon the net income of Landlord, transfer taxes or recordation taxes. "Real Estate Taxes" shall also not include any taxes levied on other property owned by Landlord, including any tax lots other than the tax lot upon which the Project is located.

(d) Operating Expense Increase and each and every other charge, fee, cost or expense which Tenant is obligated or liable to pay to, refund to or reimburse Landlord shall, for the purposes of the default provisions of this Lease, be deemed Additional Rent due from Tenant, and Tenant's failure to so pay, refund or reimburse, when due shall entitle Landlord to all the remedies provided for herein and at law or in equity on account of failure to pay Rent.

(e) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent or any other component of Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent (or any portion thereof), be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease or under applicable law. No such acceptance of an installment or partial payment shall be deemed or considered to be a liquidation or satisfaction of damages suffered by Landlord as a consequence of Tenant's breach or non-payment.

(f) Delay by Landlord in providing Tenant with any statements regarding Operating Expense Increase, Additional Rent, or reimbursement for taxes in accordance with Section 4.5(c) shall not relieve Tenant from the obligation to pay any such sums upon the rendering of such statements.

**4.6 Initial Installment.** Simultaneously with the execution of this Lease, Tenant shall pay to Landlord the Initial Installment, to be applied to the first monthly installment(s) of Base Rent as they become due. If Tenant fails to take possession of the Premises, such sum shall be retained by Landlord for application in reduction, but not in satisfaction, of damages for Tenant's default.

**4.7 Security Deposit.** Tenant shall pay its Security Deposit at the execution of this Lease. The Security Deposit shall be security for the performance of Tenant under this Lease. The Security Deposit shall not earn interest and need not be held in a segregated account. Nor is it an advance payment of Rent or a measure of Landlord's damages in the case of default by Tenant. Landlord may apply the Security Deposit against Rent or any other sum as to which Tenant is in default or to pay expenses or liability resulting from any event of default. After application of the Security Deposit, if the Lease is not terminated, Tenant shall pay to Landlord on

demand an amount necessary to restore the Security Deposit to its original amount. If Tenant complies with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the Expiration Date and after delivery of possession of the Premises to Landlord in accordance with the terms hereof.

**4.8 Late Charges.** If any monthly installment of Rent or Additional Rent is not received by Landlord on or before the date due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the fifth (5th) business day following the date Tenant receives an invoice for such payment, a late charge in an amount equal to the greater of \$100, or five percent (5%) percent of such past due amount shall be immediately due and payable as Additional Rent, so long as Landlord has given written notice of such past due amount, and interest shall accrue from the date past due until paid in an amount equal to the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law (the "Interest Rate").

**5. Construction, Alteration, Maintenance and Repair.**

**5.1 Building Allowance and Tenant Finishes.** The initial improvements to the Premises, if any, shall be governed by the Work Letter attached hereto as Exhibit D, which shall control in the event of a conflict with any of the other provisions of this Lease.

**5.2 Repairs By Landlord.** Landlord shall maintain in first-class condition the exterior walls, roof, Common Areas, foundation, structural portions and the central portions of the Building's mechanical, electrical, plumbing and central distribution HVAC systems, (the "Central Building Systems"), provided such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except as set forth in this Lease unless such repairs are necessitated by the gross negligence or intentional misconduct of Landlord, its agents, representatives or employees.

**5.3 Repairs By Tenant.** Tenant shall, at its own cost and expense, maintain the Premises and any mechanical, electrical, plumbing and HVAC systems installed for Tenant's use or on its behalf, in first-class condition, including making all necessary repairs and replacements for which Landlord has not been reimbursed by applicable insurance coverage. Tenant shall also repair or restore any uninsured damage or injury to all or any part of the Building, the Complex or the Common Areas caused by Tenant or Tenant's agents, employees, invitees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, other than the initial Tenant improvements constructed pursuant to the Work Letter, and (ii) the moving of any property into or out of the Premises.

**5.4 Alterations and Improvements.** Tenant shall not make alterations or improvements to the Premises without first obtaining in writing, Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Without Landlord's consent, Tenant may perform decorative changes such as painting, re-carpeting, or relocation or removal of modular furniture which can be removed without damage, require no wall or roof penetration, are not visible from outside the Building, comply with all applicable governmental regulations and insurance requirements, and such other reasonable terms and conditions as Landlord may require. Upon Landlord's request, Tenant will furnish Landlord plans and specifications for any proposed alterations, or improvements and shall reimburse Landlord for its actual reasonable out of pocket cost to review such plans. All costs of any such alterations, additions or improvements shall be borne by Tenant. Alterations, improvements shall, at the option and discretion of the Landlord, become the property of Landlord at the end of the Lease. However, Landlord may require Tenant to remove any alterations, or improvements to restore the Premises to the condition existing on the Commencement Date provided that Landlord has provided written notice to Tenant of Landlord's requirement for any such alterations, additions, or improvements to be removed at the time Landlord approves such alterations, additions, or improvements. Tenant shall indemnify and hold Landlord harmless from claims for damages or arising from performance of any such alterations, or improvements.

**5.5 Performance of Maintenance, Repairs, Alterations and Improvements.** Tenant shall keep the Premises in good condition and repair, normal commercial wear and tear

and loss by fire or casualty excepted. All maintenance, repairs, alterations, additions or improvements performed by Tenant shall (a) be made in a good, first-class, workmanlike manner, (b) be performed in such a manner as to maintain harmonious labor relations, (c) not adversely affect the safety of the Complex, the Building or the Premises or the systems thereof and not affect the Central Building Systems (all HVAC, mechanical, electrical, plumbing, and structural systems serving all of the Building and/or common areas including tenant spaces on a non-exclusive basis) (d) comply with all codes and governmental requirements, (e) not result in any usage in water, electricity, gas or other utilities or of heating, ventilating or air conditioning (either during or after such work) in excess of the capacities Landlord is generally obligated to provide to the Premises, unless prior written arrangements satisfactory to Landlord are made with respect thereto and (f) be made in a manner that does not disturb other tenants (i.e., any loud work must be performed during non-business hours). In the event any maintenance, repairs, alterations, additions or improvements are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord and Tenant shall be required to maintain liability and builder's risk insurance with such coverage limits and from such carriers as are acceptable and approved by Landlord in its reasonable discretion, including the provision of insurance certificates evidencing coverage as required hereunder. Landlord, at Tenant's expense, shall have the right to perform or cause to be performed by Landlord's contractors or workmen all maintenance, repairs, alterations, additions or improvements Tenant is required or authorized to perform under this Lease, and the costs and expenses related thereto together with a three percent (3%) management fee shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant within 30 days of written invoice which notice shall include a reasonably detailed invoice detailing line item expenditures.. Landlord agrees to assign to Tenant any rights it may have against the contractor of the Premises with respect to any work performed by said contractor in connection with any such work performed by Landlord or at the request of Landlord on behalf of Tenant.

6. **Surrender of Premises.** Tenant shall at Termination or expiration of the Lease surrender the Premises and the keys thereto to Landlord in broom clean condition, casualty damage and normal wear and tear accepted. Any property not promptly removed by Tenant shall be deemed abandoned by Tenant, and title shall pass to Landlord.

7. **Services.**

7.1 **Building Services.** The normal business hours of the Building shall be from 8:00 A.M. to 6:00 P.M. on Monday through Friday, and 9:00 A.M. to 1:00 P.M. on Saturday, exclusive of national holidays and other days observed generally as holidays in Mount Pleasant, South Carolina, including without limitation New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. Landlord shall furnish the following services for the Building during the normal business hours of the Building except as noted:

(a) Elevator service for passengers on a twenty-four hour basis and delivery needs during normal business hours or as otherwise arranged and approved by Landlord;

(b) Building standard heating and air conditioning in accordance with the following specifications: maintain the temperature in the Premises at not less than 72 degrees Fahrenheit at  $\pm 15$  degrees Fahrenheit outside for heating based upon a "dry-bulb" measurement in the winter, and not more than 76 degrees Fahrenheit based upon a "dry-bulb" measurement at 95 degrees Fahrenheit outside in the summer for an occupancy of one (1) person per 150 square feet;

(c) Hot and cold running water for all rest rooms and lavatories on a twenty-four hour basis;

(d) Soap, paper towels, and toilet tissue for public rest rooms;

(e) Janitorial service, which includes sanitizing, dusting, cleaning, mopping, vacuuming and removal of trash not requiring special handling, Monday through Friday;

(f) Custodial, electrical and mechanical maintenance services are provided Monday through Friday;

(g) Electric power for lighting and outlets not in excess of a total of 5 watts per rentable square foot of the Premises at 100% connected load on a twenty-four hour basis; and

(h) Replacement of Building standard lamps and ballasts as needed.

**7.2 Excess Services.** If Tenant wants services in an amount or for a period over that provided herein, then Landlord may provide them at a reasonable charge for reimbursement for the direct cost.

**7.3 Interruption of Services.** Landlord shall not be liable to Tenant for damage to person or property caused by defects in, or repairs to the cooling, heating, electric, water, elevator or other apparatus or systems or by water discharge from sprinkler systems, if any, in the Building. Landlord shall be excused from performance hereunder as provided pursuant to Section 12.20 hereof. Notwithstanding anything to the contrary contained in this Lease, if Tenant cannot reasonably use any portion of the Premises for Tenant's intended business operations by reason of any interruption in utilities to be provided by Landlord due to the gross negligence or willful misconduct of Landlord (and Tenant does not in fact use such portion of the Premises), and such condition exists for two (2) consecutive business days, then Tenant's Monthly Base Rent shall be equitably abated for that portion of the Premises that Tenant is unable to use for Tenant's intended business operations until such service is restored to the Premises. Tenant shall not, however, be entitled to any abatement of Monthly Base Rent if the interruption or abatement in utility service or the failure by Landlord to furnish such utilities is the result of force majeure or is the result of an interruption or abatement in service of a public utility for any reason other than Landlord's failure to pay for such service. At the time of the loss of utility service, Tenant must give prompt written notice to Landlord of the loss of utility service and Tenant shall only be entitled to abatement of rent in proportion to the area of the Premises rendered unusable for Tenant's intended business operations. Landlord may prevent or stop abatement by providing substantially the same or similar utility service in similar quality and quantity by temporary or alternative means until the cause of the loss of utility service is corrected.

**7.4 Electrical Service.** Without Landlord's prior written consent, Tenant shall not use any equipment, which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of the Premises as general office space or which require clean circuits or other special distribution circuits. If Tenant requires additional 110 volt electrical power beyond that supplied by Landlord as provided above, electric current in excess of 110 volts, or other special power requirements or circuits, then Tenant may request Landlord to provide such supplemental power to the Premises, which request Landlord may grant, condition, or withhold in its reasonable discretion. If Landlord furnishes such power or circuits, Tenant shall pay Landlord, on demand, all cost of the design, installation, and maintenance of the facilities required to provide such additional or special electric power or circuits and cost of all electric currents so provided at a rate not to exceed that which would be charged by the power company providing electric service to the Building, or its successor, if Tenant were a direct customer thereof.

## **8. Use and Occupancy of the Premises.**

**8.1 Permitted Use.** Tenant shall use and occupy the Premises only for the Permitted Use. The Premises shall not be used for any illegal purpose, nor in violation of any valid laws, ordinances, rules or regulations of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises or the Building, nor in any manner inconsistent with the first-class nature of the Building.

**8.2 Signs.** Tenant shall obtain the written approval of Landlord, not to be unreasonably withheld, conditioned or delayed for any sign, advertising matter, or other material visible from the exterior of the Premises. Exterior and elevator lobby signs shall conform to Landlord's uniform building sign specifications, and Landlord shall provide and install same at Tenant's cost and expense. Tenant shall place no signs upon the outside walls or the roof of the Building or in any of the Common Areas.

### **8.3 Hazardous Materials.**

(a) Tenant hereby covenants that, from and after the date hereof and thereafter

during the Term except for ordinary cleaning and office supplies in quantities used in normal office environments and used and stored on the Premises by Tenant in the ordinary course of its business in full compliance with all governmental rules and regulations (i.e., cleaning solvents, toner, ink etc.), Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be placed, held, located or disposed of in or about the Premises or the Complex or any part of either and that neither the Premises nor the Complex, nor any part of either, shall ever be used by Tenant or persons claiming under Tenant as a storage site (whether permanent or temporary) for any Hazardous Substances. For purposes of this Section 8.3, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively "Environmental Laws").

(b) Tenant hereby agrees to comply with all Environmental Laws with regard to its use and occupancy of the Premises and to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as direct or indirect result of Tenant's failure to comply with the provisions of Subsection 8.3(a) of this Lease and applicable Environmental Laws in connection with its use and occupancy of the Premises or the presence in, or the escape, leakage, spillage, discharge, emission, or release from, the Premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, State or local "Superfund" or "Superlien" laws or any other Environmental Laws); provided, however, that the foregoing indemnity is limited to matters arising solely from Tenant's violation of the covenant contained in Subsection 8.3(a) above, and shall not cover any such liability to the extent caused by the acts of Landlord, Landlord's employees or agents, or other tenants of the Building.

(c) In the event Landlord suspects, in its reasonable opinion, that Tenant has violated any of the covenants contained in this Section 8.3 or that the Premises or Complex are not in compliance with the Environmental Laws for any reason as to which Tenant is responsible hereunder, or that the Premises or Complex are not free of Hazardous Substances for any reasons as to which Tenant is responsible hereunder, Tenant shall take such steps as Landlord requires by written notice to Tenant in order to confirm or deny such occurrences, including without limitation, the preparation of environmental studies, audits, surveys or reports. In the event that Tenant fails to take such action, Landlord may take such action and shall have such access to the Premises as Landlord deems necessary and the costs and expenses of all such actions taken by Landlord, including, without limitation, Landlord's reasonable attorneys' fees, shall be due and payable by Tenant within 30 days of receipt of written invoice from Landlord as Additional Rent hereunder. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Substances within the Premises, Building, and/or Complex as a result of Tenant failing to comply with the covenants contained in this Subsection 8.3, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent if any Hazardous Substances are determined by Landlord to exist or be present. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief concerning the presence of Hazardous Substances in, on or about the Premises. Further, Landlord reserves the right at any time and from time to time to enter the Premises following reasonable advance notice thereof to Tenant (except in cases of emergency) in order to perform periodic environmental studies, audits, surveys and reports and in order to determine whether Tenant is in compliance with the terms of this Section 8.3.

**8.4. Entering Premises.** Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs which Landlord is obligated or authorized to make to the Premises or the Building pursuant to the terms of this Lease or to the other premises within the

Building pursuant to the leases of other tenants; (b) to inspect the Premises to see that Tenant is complying with all of the terms and conditions hereof and with the rules and regulations hereof; (c) to perform tests or conduct surveys; (d) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. All such repairs, decorations, additions and improvements shall be done during ordinary business hours so long such repairs, decorations, additions and improvements do not interrupt Tenant's business operations, if any such work is at the request of Tenant to be done during any other hours, the Tenant shall pay all overtime and other extra costs. Upon such request, Landlord shall submit to Tenant a written proposal for any after hours work.

**9. Tenant's Insurance; Waivers and Indemnities.**

**9.1 Insurance Coverage.** Tenant will maintain following types of insurance, in the amounts specified and in the form hereinafter provided for:

(a) Commercial General Liability insurance covering the Premises, written on an occurrence basis, to be in combined single limits amounts not less than \$3,000,000 and to have general aggregate limits of not less than \$3,000,000.

(b) Intentionally deleted.

(c) Workers' Compensation insurance at statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$500,000.00.

(d) Business interruption insurance to cover all fixed expenses, such as Base Rent, Operating Expense Increases, and Additional Rent.

(e) Other insurance or endorsements reasonably required by Landlord, or any mortgagees or lessors of Landlord.

**9.2 Insurance Policy Requirements.** Commercial General Liability insurance provided for in this Section 9 shall be issued in form reasonably acceptable to Landlord by insurance companies with a rating and financial size of not less than current Best's A-VIII, and licensed to do business in the state in which Landlord's Building is located, and policy:

(a) shall name Landlord as an additional insured (as well as any mortgagee of Landlord) and the coverage in Section 9.1 (b), (d) and (e) shall also name Landlord as loss payee;

(b) shall (or a certificate, if acceptable to Landlord), be delivered to Landlord and its mortgage, if any, on delivery of possession of the Premises to Tenant and replaced within thirty (30) days of expiration of each policy;

(c) shall contain a provision that the insurer shall endeavor to Landlord, any ground lessor, and Holder (as hereinafter defined) at least thirty (30) days prior written notice of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(d) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

**9.3 Blanket Insurance Policies.** Any insurance provided for in this Section 9 may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(a) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as their interests may appear;

(b) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance;

(c) any such policy or policies shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's improvements and property; and

(d) the requirements set forth in this Section 9 are otherwise satisfied.

**9.4 Waivers.** Landlord and Tenant waive all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by "all risks" property insurance of the type described obtained by the damaged party. Each party shall also be responsible for the payment of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged. These waivers shall apply if the damage would have been covered by "all risks" insurance, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance for damage or destruction, which can be covered, by "all risks" insurance. Landlord and Tenant shall provide copies of these waivers to their insurance carriers to require the carriers to waive all rights of subrogation against the other party to property damage covered by the applicable "all risks" fire and casualty insurance policy.

**9.5 Indemnities.** Tenant and Landlord shall indemnify and save harmless each other against all claims for damages to persons or property including costs and fees, which are caused anywhere in the Premises, the Building or the Common Areas arising from or related to acts of the other, except if damage is caused by gross negligence or willful misconduct of the other. The provisions of this Section 9.5 shall survive the termination of this Lease with respect to any damage, injury or death occurring before such termination.

## **10. Default and Remedies.**

### **10.1 Default.** If Tenant shall:

(a) fail to pay any Rent for more than five (5) days from the date when due, which shall be the first day of each month, and shall not cure such failure within five (5) days of written notice from Landlord. Provided, however, Landlord shall only be required to provide written notice twice in any calendar year, up to a maximum of three (3) occasions during the initial term of the Lease; or

(b) fail to perform any terms of this Lease other than Rent payment, and shall not cure such failure within thirty (30) days after written notice is given to Tenant by Landlord, except if Tenant is making best efforts to use; or

(c) be adjudicated a bankrupt; or

(d) have a receiver appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or

(e) whether voluntarily or involuntarily, take advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or

(f) have its effects levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or,

(g) fail to promptly pay persons furnishing labor or materials for Tenant's work on the Premises or fail to discharge of record by payment or bonding within twenty (20) days following the date Tenant receives actual notice of any mechanic's or materialmen's lien filed against the Premises, the Building or the Complex for work or materials claimed to have been furnished to or on behalf of Tenant; then, and in any of said events, (each a "default") Landlord, at its option, may exercise the remedies set forth in Section 10.2 below.



**10.2. Remedies.** Upon the occurrence of any default set forth in Section 10.1 above which is not cured by Tenant within any applicable cure period, Landlord may exercise all or any of the following remedies:

(a) Terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

(b) Terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default of sections 10.1 a, b or g, including without limitation, the then present value (using a discount rate of the lower of the prime rate published in the Wall Street Journal immediately prior to such default, or the rate of interest then payable on currently-issued United States Treasury Bills or Notes having a maturity closest to the scheduled Expiration Date of the Term) of (i) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the current Term (or any extended Term if Tenant shall have exercised an extension option), minus (ii) the aggregate reasonable rental value of the Premises for the same period, plus (iii) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including without limitation, reasonable attorneys' fees, plus (iv) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord. In determining the aggregate reasonable rental value pursuant to item (ii) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the then current Term, (B) the then current market conditions in the general area in which the Building is located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the current Term, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Building is located, (E) the vacancy levels in comparable quality buildings in the general area in which the Building is located, and (F) current levels of new construction that will be completed during the remainder of the current Term and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Building is located. Tenant agrees to pay the aforesaid amount at once, together with all Rent and all charges and assessments theretofore due to Landlord;

(c) Without terminating this Lease, declare immediately due and payable the present value (using a discount rate of the lower of (i) five percent (5%) per annum or (ii) the rate of interest then payable on currently-issued United States Treasury Bills or Notes having a maturity closest to the scheduled Expiration Date of the Term) of all Rent due under this Lease for the entire remaining current Term of this Lease, together with the costs of recovering and reletting the Premises and all other expenses incurred by Landlord in connection with Tenant's default, plus the unpaid Rent earned as of the date of termination, plus interest thereon; and Landlord may immediately proceed to distrain, collect, or bring action for such sum, or may file a proof of claim in any bankruptcy or insolvency proceedings to enforce payment thereof; provided, however, that such payment shall not be deemed a penalty or liquidated damages, but shall merely constitute payment in advance of all Rent payable hereunder throughout the current Term, and provided further, however, that upon Landlord receiving such payment, Tenant shall be entitled either to remain in possession of the Premises or to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of said Premises during the remainder of the current Term (provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this item (c)), less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises;

(d) Without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord

may deem necessary or desirable (but Landlord shall have no obligation to attempt to re-let the Premises or any part thereof). Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

(e)

(f) Pursue such other remedies as are set forth in this Lease or are available at law or in equity; or

(g) If Landlord exercises any of the remedies set forth in Section 10.2, in addition to all other costs and expenses Landlord shall be entitled to recover under this Lease, Landlord shall also be entitled to recover:

- (i) the reasonable cost of performing any other covenants which would have otherwise been performed by Tenant;
- (ii) the amount of any rental abatement, free rent, or other rental concession provided by Landlord to Tenant; provided, however, that in no event shall Tenant's liability hereunder exceed the total of all Rent due under this Lease or that would be due but for Landlord's allowance or such rental abatement, free rent (prorated based on term of lease remaining – for example default at one year would result in tenant repaying for 2 of the 3 free months that were given), or rental concession;
- (iii) all sums expended by Landlord, and not previously reimbursed to Landlord by Tenant, in connection with improving or repairing the Premises to Tenant's specifications; and
- (iv) all reasonable costs and expenses incurred by Landlord in connection with the termination of this Lease and eviction of Tenant.

## **11. Destruction or Damage; Condemnation.**

**11.1 Destruction or Damage.** If the Building or the Premises are (i) totally destroyed by casualty, (ii) damaged or destroyed by any casualty to the extent that in Landlord's reasonable judgment, repair of such damage or destruction would not be economically feasible, or (iii) damaged to the extent that, in the reasonable opinion of Landlord and Landlord's architect the damage cannot be restored within one hundred eighty - 180 (one hundred eighty) days of the date the damage occurred, or if the damage is not covered by standard "all risks" property insurance, or if the Landlord's lender requires that the insurance proceeds be applied to its loan, Landlord shall have the right to terminate this Lease effective as of the date of such destruction or damage by written notice to Tenant on or before thirty (30) days following the date of such damage and Rent shall be accounted for as between Landlord and Tenant as of the date of such casualty. Except in the case of the Landlord's gross negligence, or willful misconduct, Landlord shall not be liable to Tenant for inconvenience, loss of profits, expenses or other damage resulting from the repair of any such damage or from any repair, modification, arranging or rearranging of any portion of the Premises or any part or all of the Building or for termination of the Lease as provided above. Tenant assumes the risk of any and all damage to its personal property in or on the Premises and from any casualty whatsoever. If the Premises are damaged by any such casualty or casualties but Landlord is not entitled to or does not terminate this Lease as provided above, this Lease shall remain in full force and effect, Landlord shall notify Tenant in writing within thirty (30) days of the date of the damage that the damage will be restored (and will include Landlord's good faith estimate of the date the restoration will be complete), in which case Rent shall abate from the date of such casualty as to any portion of the Premises which is not usable, and Landlord shall restore the Premises to substantially the same condition as before the damage occurred as soon as practicable, whereupon full Rent shall recommence. Notwithstanding the requirements concerning insurance contained herein or in the Lease, Landlord shall be under no obligation, nor shall any such obligation be implied, to repair,

reconstruct, rebuild, or otherwise recreate the Premises or the Building in the event of damage or destruction, except and as expressly limited to the actual amount of insurance proceeds actually received by Landlord with respect to any covered loss, and except as may be limited by any requirement of a mortgagee of the Landlord that insurance proceeds be applied to any outstanding loans or other indebtedness of the Landlord.

**11.2 Condemnation.** If the whole of the Complex, the Building or the Premises, or such portion thereof as will make the Complex, the Building or the Premises unusable for the purposes contemplated hereby in the reasonable judgment of Landlord for their intended purposes, is condemned or taken by any legally constituted authority for any public or quasi-public use or purpose, or by private purchase in lieu thereof, then in either of said events, Landlord may terminate this Lease by written notice to Tenant and the Term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If a portion of the Building or Premises is so taken, but not such amount as will make the Premises unusable in the reasonable judgment of Landlord for the purposes herein leased, or if Landlord elects not to terminate this Lease, this Lease shall continue in full force and effect and the Rent shall be reduced pro rata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord, provided, however, nothing herein shall prevent Tenant from obtaining an expense award that does not diminish Landlord's award.-

## **12. Additional Provisions.**

**12.1 Service of Notice.** From and after the Commencement Date, and except as otherwise provided by law, notices required or permitted to be given to Tenant under this Lease shall be sent to Tenant's Address for Notice set forth in Section 1.28. Notices to Landlord shall be sent to Landlord's Address for Notice as set forth in Section 1.11. All notices given hereunder may be given by certified mail, hand delivery or by surface or air-express courier service and shall be deemed given when received. The time period for any response to such notice shall begin to run upon actual receipt or when delivery is refused or cannot be accomplished because the party has moved and has not provided the other party with notice of its new address by notice as provided herein.

### **12.2. Mortgagee's Rights.**

(a) This Lease may be made subject and subordinate to (i) any mortgage or other security interest which may hereafter encumber the Building and to all advances which may be made thereunder, (ii) any assignment of Landlord's interest in the leases and rents from the Building; and (iii) any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord "Security Documents". Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute documents reasonably necessary to evidence the subordination of the Lease to the Security Documents, either in the form requested or substantially in the form attached hereto as Exhibit I.

(b) After any foreclosure under a Security Document, Tenant shall at the election of the Landlord, thereafter remain bound pursuant to the terms of this Lease and Tenant shall attorn to the Purchaser without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of Holder, any instrument or certificate that may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

(c) If the interest of Landlord hereunder is covered by an assignment of Landlord's interest in Lease, Tenant shall pay all Rent due and payable under the Lease directly to the Holder of the assignment upon notification of Holder's exercise of its rights.

### **12.3 Governmental Regulations.**

(a) Tenant shall comply with all requirements of governmental or public authority.

(b) If Landlord shall be required by any governmental authority to repair, alter,

remove, construct, reconstruct, or improve any part or all of the Premises or the Building, such action shall be performed by Landlord but shall in no way affect Tenant's obligations under this Lease. Tenant waives all claim for injury, damage or abatement of Rent because of such work; provided, however, that if such action by Landlord renders the Premises untenable, and if Landlord cannot reasonably complete such acts within 90 (ninety) days after notice to it to perform such acts by the governmental authority, either Landlord or Tenant, by written notice to the other delivered not later than 70 (seventy) days after the date of notice to Landlord by such governmental authority, may terminate this Lease, in which event Rent shall be apportioned and paid up to and including the date the Premises become untenable if terminated by Landlord, but up to and including the date of termination if terminated by Tenant.

(c) Subsequent to the Commencement Date and the issuance of a Certificate of Occupancy from the appropriate governing body having jurisdiction over the Premises certifying compliance of the Premises with applicable laws and codes, Tenant shall, at Tenant's sole cost and expense but subject to Landlord's reasonable prior written approval, make alterations or additions to the Premises required to bring the Premises into compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and its regulations ("ADA Requirements") effective from time to time during the Term, and any period of holding over by Tenant if:

- (i) the requirement for such alteration or addition arises as a result of:
  - (1) any alteration or addition by Tenant; or
  - (2) any violation by Tenant of any ADA Requirements; or
  - (3) a special use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant or any employee, officer, director, member, manager, invitee or guest (including, but not limited to, use for a facility which constitutes a "place of public accommodation" under the ADA Requirements); or
  - (4) the special needs of the employee(s) of Tenant or any assignee or subtenant of Tenant; or
- (ii) the ADA Requirements would otherwise make Tenant, rather than Landlord, primarily responsible for making such alteration or addition.

**12.4 Abandonment of Premises.** Tenant agrees not to abandon or vacate the Premises during the Term of the Lease without continuing all other obligations hereunder and taking whatever action necessary to protect the Premises from damage or deterioration beyond normal commercial wear and tear if the Premises had not been abandoned or vacated.

**12.5 Assignment and Subletting.**

(a) Tenant shall not, without prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, assign, or otherwise transfer this Lease or sublet the Premises or any part thereof. Tenant agrees to pay to Landlord as Additional Rent, on demand, a Five Hundred Dollar (\$500.00) administrative processing fee in connection with any request by Tenant for consent to a proposed assignment or subletting and, in addition, reasonable out-of-pocket costs incurred by Landlord (including without limitation, reasonable attorneys' fees) in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

(b) Unless the successor entity shall be of the same or greater net worth and credit standing than Tenant and any guarantor of Tenant at the time this Lease is executed, the sale, transfer, merger, consolidation, reorganization or other change in the assets or structure of Tenant shall be deemed an assignment hereunder; provided, however, upon written notice to Landlord, Tenant may assign or sublet to any affiliate, subsidiary, merged entity or franchisee of Tenant as long as Tenant and any guarantor of Tenant remain obligated pursuant to this Lease for its original term and any renewal options, and Landlord reasonably determines that such affiliate, subsidiary, merged entity or franchisee is in the same or similar business as Tenant is now engaged and there is no increased environmental risk. If the successor entity is of the same or greater net

worth and credit standing as Tenant and any guarantor of Tenant, the sale transfer, merger, consolidation, reorganization or other change in the assets or structure of Tenant shall not be deemed an assignment hereunder and, upon written notice to Landlord, Tenant may assign or sublease to such entity if Landlord reasonably determines that such affiliate, subsidiary or franchisee is in the same or similar business as Tenant is now engaged, there is no increase in environmental risk, the successor Tenant shall conform to the image and quality of the Building as a Class A environment, and Tenant shall remain primarily liable for performance of the terms and conditions of the Lease.

(c) No assignee or sublessee may exercise any expansion option, right of first refusal option, or renewal option under this Lease, nor shall any such party have the benefit of any specific signage or other similar privileges or rights which may be provided to Tenant under this Lease except in accordance with a separate written agreement entered into directly between such assignee or sublessee and Landlord. Landlord agrees to act in a commercially reasonable fashion, as Reasonable is defined in Section 12.5(a) above, when reviewing any request by an assignee or sublessee to exercise any expansion, renewal or right of refusal options contained within the Lease. After a permitted assignment or subletting, the original Tenant shall have no right to exercise on behalf of a permitted assignee or sublessee as to the space assigned or sublet any expansion option, right of first refusal option or renewal or extension option.

(d) Should Landlord permit any assignment or subletting by Tenant and should the monies received as a result of such assignment or subletting (when compared to the monies still payable by Tenant to Landlord) be greater than Landlord would have received hereunder had not Landlord permitted such assignment or subletting, then fifty percent (50%) of the "Gross Profit" shall be payable by Tenant to Landlord.

**12.6. Tenant's Estoppel.** Tenant shall, from time to time, within fifteen (15) days of receipt by Tenant of written request by Landlord, execute, acknowledge and deliver to Landlord a certificate substantially in the same form as the Estoppel Certificate, which is attached hereto as Exhibit F. Each certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or transferee of Landlord's interest hereunder or of any part of Landlord's property or any holder or prospective Holder of any Security Documents.

At Landlord's option, Tenant's failure to deliver such Estoppel Certificate within said ten (10) day period shall constitute an Event of Default of the Lease Agreement and/or the following shall be conclusive upon Tenant:

- a) that this Lease Agreement is in full force and effect, without modification, except as may be represented by Landlord;
- b) that there are no uncured defaults in Landlord's performance; and
- c) that not more than one month's Rent has been paid in advance.

**12.7. Parking.** Parking spaces shall be free and unassigned and shall be leased by a registration process with Landlord. Landlord may designate certain spaces within the parking facilities of the Building or Complex as reserved or assigned spaces for the benefit of Landlord or visitors. Tenant agrees to pay, as Additional Rent, the reasonable replacement cost for any parking card, sticker or other identification instrument, which becomes lost, mutilated or destroyed. Landlord reserves the rights to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such parking facilities at any time.

**12.8. Storage.** If Landlord makes available to Tenant any storage space, anything stored therein shall be wholly at the risk of Tenant, and Landlord shall have no responsibility of any character in respect thereto.

**12.9. Waste Disposal.**

- (a) All normal trash and waste (i.e., waste that does not require special handling pursuant to subparagraph (b) below) shall be disposed of through the janitorial service.
- (b) Tenant shall be responsible for the removal and disposal of any waste

deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant agrees to separate and mark appropriately all waste to be removed and disposed of through the janitorial service pursuant to (a) above and hazardous, infectious or special waste to be removed and disposed of by Tenant pursuant to this subparagraph (b). Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b).

**12.10 Brokers.** Except with respect to Landlord's Broker and Tenant's Broker, the commissions regarding each being paid by Landlord pursuant to separate written agreements entered into with Landlord's Broker and Tenant's Broker, Tenant and Landlord each represent and warrant to the other that no Broker, or other person has represented the warranting party in the negotiations for and procurement of this Lease. All real estate brokers engaged by Tenant have waived in writing any rights to file any lien, notice of lien or claim of lien; and (b) except for the commission payable by Landlord's Broker to Tenant's Broker, all fees, commissions, compensation or other amounts payable to Tenant's Broker in connection with this Lease have been paid in full. Each party agrees to indemnify and hold the other harmless from and against any claim for any such commissions, fees or other form of compensation by any such third party claiming through the indemnifying party, including, without limitation, any and all claims, causes of action, damages, costs and expenses (including attorneys' fees and expenses) associated therewith.

**12.11 Transfer of Tenants.** Landlord hereby reserves the right, at its sole option, at Landlord's expense, and upon giving at least sixty (60) calendar days written notice in advance to Tenant, to transfer and remove Tenant from the Premises to any other available space in the Building of substantially equal area, which space shall, once Tenant has been relocated therein, be deemed "Premises" for purposes of this Lease.

**12.12 Alteration of Common Areas.** Landlord may change, alter, reconstruct, modify, expand, reduce or supplement any and all of the facilities designed for the common use and convenience of the tenants of the Building, including without limitation, parking areas, driveways and other Common Areas, so long as access to the Premises is not materially and adversely affected. Landlord may erect additional buildings or other improvements in the Complex provided that access to the Premises shall not be denied Tenant and that there shall be no encroachment upon the interior of the Premises. Any elimination or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease and Landlord shall have no liability to Tenant with respect thereto.

**12.13 Severability; Interpretation.** Each clause and provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law; however, if any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Term, the intention of the parties hereto is that the remaining terms and provisions of this Lease and the application of such terms and provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**12.14 Holding Over.** If Tenant remains in possession of the Premises after the expiration of the Lease, with Landlord's written consent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at one hundred fifty percent of the monthly Base Rent payable hereunder upon such expiration of the Term hereof, or of any renewal term.. If Tenant remains in possession of the Premises after the expiration of the Lease without Landlord's written consent, Tenant shall be a tenant at sufferance and may be evicted by Landlord without any notice, but Tenant shall be obligated to pay rent for such period that Tenant holds over without written consent at two hundred percent (200%) of the Monthly Base Rent payable hereunder upon such expiration of the Term hereof, or of any renewal term and shall also be liable for Landlord's damages of whatever kind or nature.

**12.15 Rules and Regulations.** The rules and regulations in regard to the Building, annexed hereto, and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of the Building and the Complex, are hereby made a part of this Lease and shall, during the said term, be in all things

observed and performed by Tenant, his agents, employees and invitees.

**12.16 Quiet Enjoyment.** Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term; subject, however, to all of the terms, conditions and provisions of this Lease, any Security Documents and any and all ground leases, restrictive covenants, easements and other encumbrances now or hereafter affecting the Premises, the Building or the Complex (if applicable). Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

**12.17 Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**12.18 Limitation of Liability.** Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building.

**12.19 Authority.** Tenant represents and warrants that Tenant is a duly organized and validly existing corporation or limited liability company (as the case may be), that Tenant is qualified to do business in the State of South Carolina, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. If Tenant executes this Lease as a partnership, trust or other legal entity, execution hereof shall constitute a representation and warranty by Tenant that Tenant has complied with all applicable laws, rules and governmental regulations relative to Tenant's right to do business in the State of South Carolina, that such entity has the full right and authority to enter into this Lease and that all persons signing on behalf of Tenant were authorized to do so by any and all necessary and appropriate partnership, trust or other action.

**12.20 Force Majeure.** Landlord shall be excused from the performance of any of its obligations for the period of any delay resulting from any cause beyond its reasonable control, including without limitation, any natural or unnatural disaster whether arising as an act of God or act of man (which by way of illustration only include fire, flood, earthquake, tornado, hurricane, or any accident or incident involving environmental or biochemical hazards), by reason of strike or labor troubles, riots and civil disturbances or energy shortages or governmental preemption in connection with a national emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by any other cause not the result of Landlord's gross negligence or intentional conduct.

**12.21 Multiple Tenants.** If Tenant is composed of more than one individual or entity, then all such individuals and entities shall be jointly and severally liable for the due and proper performance of Tenant's duties and obligations arising from or in connection with this Lease.

**12.22 Financial Statements.** Upon thirty (30) days' written request (no more than once each calendar year) to Tenant from Landlord or Landlord's affiliates, Tenant shall deliver to Landlord or Landlord's affiliates a Financial Statement including statements of income and charges as of the period most recently prepared by Tenant, but no later than one year from the date of said notice, which Financial Statements shall be prepared in accordance with generally accepted accounting principles and shall accurately reflect the financial condition of Tenant. Landlord may request, in its sole discretion, that said Financial Statements be audited by an independent public accountant. If Tenant is a public company, Tenant's annual report and quarterly SEC filings shall satisfy this requirement.

**12.23 Easements.** The Complex shall include the easements recorded of record and available for inspection at Landlord's offices. Tenant hereby agrees to abide by and cooperate in the observance of the terms and conditions of the Easements.

**12.24 Time is of the Essence.** Except as otherwise specifically provided herein, time is of the essence of this Lease.

**12.25 Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease.

**12.26 Waiver of Rights.** No failure or delay by Landlord to exercise any right or power given it or to insist upon strict compliance by Tenant with any obligation imposed on it, and no custom or practice of either party hereto at variance with the terms hereof shall constitute a waiver or modification of the terms hereof by Landlord or any right it has herein to demand strict compliance with the terms hereof by Tenant.

**12.27 Special Stipulations.** The Special Stipulations, if conflicting, if any, attached hereto are modifications to the terms of this Lease and such Special Stipulation shall control in the event of any conflict with the other provisions of this Lease or any exhibits hereto.

**12.28 Carding and Advertising.** Landlord may card the Premises and/or advertise the Premises as being "For Rent" at any time following a default by Tenant which remains uncured. Landlord may advertise the Premises, without placing a For Rent sign, within one hundred eighty (180) days prior to the expiration, cancellation or termination of this Lease for any reason and during any such periods may exhibit the Premises to prospective tenants. Landlord must provide 24 hours notice prior to showing to prospective Tenant.

**12.29 No Estate In Land.** This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy or sale, and not assignable by Tenant except with Landlord's consent or as otherwise expressly provided herein.

**12.30 Damage or Theft of Personal Property.** All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person not the employee or contractor of the Landlord.

**12.31 Submission of Agreement.** Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.



IN WITNESS WHEREOF, the duly authorized representatives of the parties herein have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, delivered and sworn to in the presence of:

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[Notary Seal]

LANDLORD:

SPPOTT, LLC a South Carolina Limited Liability Company

By: Anthony L. Romeo

Its: Owner

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

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

Signed, sealed, delivered and sworn to in the presence of:

Pamela E Brun  
Notary Public

My Commission Expires:

**PAMELA E. BRUN, Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires March 13, 2017**

\_\_\_\_\_

[Notary Seal]

TENANT:

Woolpert Engineering, LLC, <sup>INC.</sup> \_\_\_\_\_

By: Art Williams

Name: ART WILLIAMS

Title: MANAGER BUSINESS SERVICES

Attest: Lynette M. Henry

Name: Lynette M. Henry

Title: Accounting Admin.

(CORPORATE SEAL)

**EXHIBIT A**

LEGAL DESCRIPTION

1671-125 BELLE ISLE AVE      MOUNT PLEASANT

---

**MLS#:** 1316376md - CML - OFF - **Status:** Active  
**Area:** (42) CHS-Mt.Pleasant      **TaxDstrct:** CHS - 21 -  
South of IOP Connector      Mt. Pleasant  
**Name:** THE OFFICES AT BELLE HALL  
**Address:** 1671-125 BELLE ISLE AVE  
**City:** MOUNT PLEASANT      **Zip:** 29464  
**County:** Charleston  
**Bldg SqFt:** 36,524      **Max Cont** 2,287  
**SqFt:**  
**Avail SqFt:** 2287      **Min Div SqFt:** 2,287  
**\$/Sqft/Yr:**      **ProposedDev:** N  
**Max Rate:**      **Off SqFt**  
**Min Rate:**      **Off Class:**  
**Lan MaxPr:**      **Lan MinPr:**  
**Tax Map#:** 540-00-00-111      **Lot Dim:**  
**Zoning:**      **Acreage:**  
**Directions:** I-526 to Long Point Rd, turn left and then right into  
Shoppes of Belle Hall. Building is located on the  
right.  
**Ava.Suite:** 125 2287

**Prop Desc:** The suites consist of eight to ten private offices,  
conference room, and an open bullpen for up to six  
workstations. Reception, storage room and  
breakroom. Building is located in the Belle Hall  
Mixed-Use development with visibility from I-526 off  
of Long Point Rd.

---

---

**EXHIBIT B**

PREMISES

See CAD drawing sent via e-mail.

[ to be provided]

## EXHIBIT C

### RULES AND REGULATIONS

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by Tenants or used by them for any purpose other than those of ingress and egress. The floors, skylights and windows that reflect or admit light into any place in said building shall not be covered or obstructed by Tenants. The water closets and other water apparatus shall not be used for any other purpose than those for which they were constructed and no sweepings, rubbish or other obstructing substances shall be thrown therein.

2. No advertisement or other notice shall be inscribed, painted or affixed on any part of the outside or inside of said building, except upon the doors, and of such order, size and style, and at such places, as shall be designated by Landlord. Interior signs on doors will be ordered for Tenants by Landlord, the cost thereof to be charged to and paid for by Tenants.

3. No Tenant shall do or permit to be done in its Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or on Property kept therein, or obstruct or interfere with the rights of other Tenants or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenants, their clerks and servants, shall maintain order in the Premises and the Building, shall not make or permit any improper noise in the Premises or the Building or interfere in any way with other tenants or those having business with them. Nothing shall be thrown by Tenants, their clerks or servants, out of the windows or doors, or down the passages or skylights of the Building. No rooms shall be occupied or used as sleeping or lodging apartments at any time. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no intoxicating liquor or liquors shall be sold in the Building.

4. Tenants shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charge of the Premises, except as may be specifically provided otherwise in the Lease.

5. No animals, birds, bicycles or other vehicles shall be allowed in the offices, halls, corridors, elevators or elsewhere in the Building, without the approval of Landlord, except for animals for visually impaired persons or other disabilities for which animals are utilized.

6. No painting shall be done, nor shall any alterations be made to any part of the Building or the Premises by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering, nor shall any connection be made in the electric wires or gas or electric fixtures, without the consent in writing on each occasion of Landlord; provided however, the Tenant shall have the right to hang pictures and other decorative art on the interior walls of the Premises. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken by Tenant or Tenant's agent, the same shall be immediately replaced or repaired by Tenant and put in order under the direction and to the satisfaction of Landlord, or its agents, and shall be kept whole and in good repair. Tenants shall not injure, overload, or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business.

7. Landlord shall provide one (1) Building passkey remote per 1,000 rentable square feet at no charge. Additional passkey remotes and/or replacement remotes shall be available for \$4.00 each. No additional locks or latches shall be put upon any door without the written consent of Landlord. Tenants, at the termination of their Lease, shall return to Landlord all passkey remotes to doors in the Building.

8. Landlord in all cases retains the power to prescribe the weight and position of iron safes or other heavy articles. Tenants must make arrangements with the superintendent of the Building when the elevator is required for the purpose of the carrying of any kind of freight.

9. The use of burning fluid, camphene, benzene, kerosene or anything except gas or electricity, for lighting the Premises, is prohibited. No offensive gases or liquids will be permitted.

10. Landlord shall provide the initial set of said blinds at no charge to tenants of the Building. If tenants desire additional blinds, coverings or drapes over the windows, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected only with Landlord's consent and at the expense of the tenant desiring them. No window coverings other than building standard mini-blinds shall be allowed within the Building or Premises. No awnings shall be placed on the Building.

11. If tenants require wiring for a bell or buzz system, such wiring shall be done by the electrician of the Building only, and no outside wiring men shall be allowed to do work of this kind unless by the written permission of Landlord, or its agent. If telegraphic or telephonic service is desired, the wiring for same shall be done as directed by the electrician of the Building or by some other employee of Landlord who may be instructed by the superintendent of the Building to supervise same, and no boring or cutting for wiring shall be done unless approved by Landlord or its representatives, as stated.

12. At Landlord's discretion, the Building may be in charge of a night watchman, and every person entering or leaving the Building may be questioned by the watchman as to the visitor's business in the Building and shall sign his or her name on a form provided by the Building for so registering such persons. Landlord shall have no liability with respect to breaches of the Building security, if any except for any breaches caused by or facilitated by Landlord's employees, contractors or vendors.

## EXHIBIT D

### WORK LETTER

To induce Tenant to enter into the Lease (to which this Exhibit D is attached) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. Leased Premises "As-Is." Tenant and Landlord agree and Tenant acknowledges that the Premises are in all respects being leased by Landlord to Tenant, and shall be accepted by Tenant, in their current "As-Is"/"Where-Is" condition and that Landlord has and shall have no obligation or duty whatsoever to make any alterations, repairs or improvements of any kind or nature in or to the Premises in order to prepare same for Tenant's occupancy, except for such alterations, repairs or improvements, if any, as may be expressly provided in Paragraph 2 below.

2. Landlord's Work. Landlord shall agree to repaint walls with one coat of paint and will have all interior carpets within demised premise professionally steam cleaned prior to occupancy.

3. Tenant's Access Prior to Commencement Date. Landlord permits Tenant to have access to the premises November 25, 2013.

**EXHIBIT E**

Intentionally deleted.

**EXHIBIT F**

TENANT ESTOPPEL  
[Tenant's Letterhead]

Date:

Mortgage #/Describe Contract]  
Property Name  
Address (including ZIP CODE)  
Tenant's Floor and Suite #

Ladies and Gentlemen:

It is our understanding that you have committed to [place a mortgage upon/acquire an interest in] the subject premises and as a condition precedent thereof have required this certification of the undersigned:

The undersigned, as Tenant under that certain Lease dated \_\_\_\_\_, made with \_\_\_\_\_, as Landlord, hereby ratifies the said Lease and certifies that:

1. The "Commencement Date" of said Lease is \_\_\_\_\_; and
2. the undersigned is presently solvent and free from reorganization and/or bankruptcy and is in occupancy, open and conducting business in the premises; and
3. the current base rental payable pursuant to the terms of said Lease is \$\_\_\_\_\_ per annum; and further, additional rental pursuant to said Lease is payable as follows:  
\_\_\_\_\_  
and
4. said Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (except by agreement(s) dated \_\_\_\_\_), and neither party thereto is in default thereunder; and
5. the Lease described above represents the entire agreement between the parties as to the leasing of the premises; and
6. the term of said Lease expires on \_\_\_\_\_; and
7. all conditions under said Lease to be performed by the Landlord have been satisfied, including without limitation, all co-tenancy requirements thereunder, if any (or state unperformed conditions); and
8. all required contributions by Landlord to Tenant on account of Tenant's improvements have been received; and
9. on this date there are no existing defenses or offsets, claims or counterclaims which the undersigned has against the enforcement of said Lease by the Landlord; and



10. no rental has been paid in advance and no security (except the security deposit in the amount of \$\_\_\_\_\_) has been deposited with Landlord; and
11. Tenant's floor area is \_\_\_\_\_ square feet; and
12. the most recent payment of current basis rental was for the payment due on \_\_\_\_\_, 20\_\_\_\_, and all basic rental and additional rental payable pursuant to the terms of the Lease have been paid up to said date; and
13. the undersigned acknowledges notice that Landlord's interest under the Lease and the rent and all other sums due thereunder will be assigned to you [as part of the security for the mortgage loan by you to Landlord in connection with said transfer]. [In the event, \_\_\_\_\_, as lender, notified the undersigned of a default under the mortgage and demands that the undersigned pay its rent and all other sums due under the Lease to lender, Tenant agrees that it shall pay its rent and all such other sums to lender.]

Very truly yours,

\_\_\_\_\_  
(Tenant)

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

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

**EXHIBIT G**

**SPECIAL STIPULATIONS**

These Special Stipulations are attached to and made a part of that certain Lease Agreement (the “Lease”) dated, October \_\_, 2013 by and between SPPOTT, LLC Isle, a South Carolina Limited Liability Company (“Landlord”) and Woolpert Inc., an Ohio corporation (“Tenant”). The capitalized terms contained in these Special Stipulations have the meaning attributed to them in the Lease unless otherwise set forth herein. To the extent there is any conflict or inconsistency between these Special Stipulations and the Lease, and provided Tenant is not in default of the Lease these Special Stipulations shall supersede and control over any such conflicting provisions.

**1. BASE RENTAL SCHEDULE**

Notwithstanding anything to the contrary contained with Sections 1.17 and 4.2 of the Lease, the following Base Rental Schedule shall apply to the term of the Lease.

**December 1 2013 – February 28, 2014 - No rent due**

**Lease Year 1 : March 1, 2014 – February 28, 2015**

Price per square Foot: \$25.50  
Rent per month: \$4,859.88  
Annual Rent: \$58,315.50

**Lease Year 2: March 1, 2015 – February 29, 2016 (3% Increase over previous year)**

Price per square Foot: \$26.27  
Rent per month: \$5006.63  
Annual Rent: \$60,079.49

**Lease Year 3: March 1, 2016 – February 28, 2017 (3% Increase over previous year)**

Price per square Foot: \$27.05  
Rent per month: \$5,155.28  
Annual Rent: \$61,863.35

**EXHIBIT H**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_, a[n] \_\_\_\_\_ ("Tenant"), and Regions Bank ("Lender").

**Recitals:**

1. Tenant holds a Lease of Premises dated \_\_\_\_\_ between Tenant and SPOTT, LLC, a South Carolina Limited Liability Company ("Landlord"), for a portion of the Offices at Belle Hall office development located in Mount Pleasant, South Carolina (the "Project"), on the parcel of real property described in **Exhibit A**.

2. As a condition to making a loan to Landlord, Lender has required that Tenant execute this Agreement.

3. **Subordination.** The Lease, at the option of Lender upon notice to Tenant, shall be subordinate to Lender's Security Documents and to all present or future advances and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents. This Agreement shall constitute notice to Tenant that until further written notice to the contrary, Lender elects that the Lease is and shall be subject and subordinate to the Security Documents as aforesaid.

4. **Lender's Right to Cure.** Tenant shall give prompt written notice to Lender of any defaults by Landlord that might give Tenant a right to terminate the Lease, or credit or offset amounts against future rents. After Lender receives such notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord to cure the default *provided* that if the default cannot reasonably be cured within in thirty (30) days, Lender will have additional necessary time to cure the default. (Lender shall have no obligation to cure any default by Landlord.

5. **Non-Disturbance.** So long as Tenant is not in default Lease, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use, and occupancy of the Premises during the term of the Lease or any extension or modification. Lender may name Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Documents if necessary under applicable law to complete the foreclosure or other remedy, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement.

6. **Payment of Rents to Lender.** Upon Lender's written request, Tenant shall make payments under the Lease directly to Lender. Prior to the time that a Successor Landlord succeeds to the interest of Landlord in the Premises as described in Section 8 below, receipt of such payments by Lender shall not relieve Landlord of its obligations under the Lease and Tenant shall continue to look solely to Landlord for performance of such obligations.

7. **Attornment.** If Lender becomes Landlord for the Premises through foreclosure, deed-in-lieu of foreclosure, or other method ("Successor Landlord"), then so long as the Lease is then in full force and effect, Tenant complies with this Agreement, and no default of Tenant exists under the Lease, the Lease shall continue in full force and effect..

8. **Protection of Successor Landlord.** Successor Landlord shall not be liable for or bound by any of the following matters:

(a) ;

(b) Any payment of Rent paid to Landlord more than thirty (30) in advance;

(c) Any security deposit delivered to Landlord but not delivered to Successor Landlord;

(d) ;

(e) ;

9. **Notices.** Any notice or demand under this Agreement shall be in writing deemed delivered on receipt or refusal, or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a reputable overnight courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant: \_\_\_\_\_

If to Lender: Regions Bank  
One Glenlake Parkway  
Suite 400  
Atlanta, Georgia 30328  
Attn: Jason H. Frank

10. **Successors and Assigns.** This Agreement shall bind and benefit the parties, their successors and assigns. If Lender assigns the Security Documents, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor as Landlord shall terminate from and after the date of the assignment.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Security Documents and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

12. **Interpretations; Governing Law.** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina.

13. **Amendments.** This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

14. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, or have caused this Agreement to be duly executed, as of the day and year first above written.

**TENANT**

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

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

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

Date of execution: \_\_\_\_\_

**LENDER: Regions Bank**

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

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


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

Date of execution: \_\_\_\_\_

### Landlord's Consent

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive, or diminish any of Landlord's obligations under the Security Documents or the Lease. The foregoing Agreement discharges the obligations of Lender under the Security Documents and related loan documents, if any, to enter into a non-disturbance agreement with Tenant. Landlord is not a party to the foregoing Agreement.

SPPOTT, LLC, a South Carolina Limited Liability Company

By:  Anthony L. Romeo

Its: Owner