

CHICORA LIFE CENTER, L.C.
3600 Rivers Avenue, North Charleston, SC 29405

BASIC LEASE INFORMATION

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| Date: | June 30, 2014 |
| Landlord: | Chicora Life Center, L.C. |
| Tenant: | Charleston County, South Carolina |
| Article 1. Premises: | Former Charleston Naval Hospital at 3600 Rivers Avenue, North Charleston, SC 29405 of which Approx. 98,087 Net Rentable Sq. Ft. ("RSF") is leased by Tenant. See Exhibit "A" |
| Article 2 Term Commencement | On the date that tenant takes possession of the Leased Premises per Article 2 |
| Article 2 Term / Expiration | 25 years. |
| Article 4 Monthly Rental: | \$12.00 base rent per RSF, with the Monthly Rental amount adjusted annually indexed to the CPI for all Urban Consumers South Region as specified in Article 4 |
| Article 5 Projected Operating Expense | \$6.50 per square foot prior to July 1, 2016, per Article 5 calculation thereafter |
| Article 33 Security Deposit | None |
| Article 35 Tenants Address for Notices: | County Administrator 4045 Bridge View Drive North Charleston, SC 29405 |
| Article 40 Exhibit and Addenda: | A – Plan Sheets of Leased Premises (A-101, A-102, A-103, A-104, and A-107: All dated 6/23/2014) B – Improvements to Premises/Tenant Improvements C – Landlord Warranties on Major Operating Systems D – Rules and Regulations (TBD) E – Remodel/Finish Schedule F – Cost Estimate Charleston County and Chicora Life Center Charleston County |



Renovations (prepared 1/31/2014)

Article 50 Tenant Improvements: See Lease and all Exhibits
And Addenda

The provisions of the Lease identified in the margins above are those provisions where reference to particular Basic Lease Information appear and this "Basic Lease Information" sheet is for the ease and convenience of the Parties as a quick point of reference, while the actual controlling terms are contained in the Lease. Each such reference in this sheet shall incorporate the applicable Basic Lease Information as more specifically detailed in the Lease and its Exhibits. In the event of any conflict arising between any Basic Lease Information contained in this sheet and the Lease, including its Exhibits, the Lease shall control.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LEASE FOR
3600 RIVERS AVENUE

THIS Commercial Lease Agreement ("Lease") is made on June 30, 2014 by and between Chicora Life Center, LC, as Landlord and Charleston County, as Tenant, "Party" as to each, collectively the "Parties." Landlord desires to lease the leased premises to Tenant, and Tenant desires to lease the leased premises from Landlord for a term, at the rental and upon the covenants, conditions and provisions herein set forth.

WITNESSETH:

WHEREAS, on January 16, 2014, the City of North Charleston conveyed the property located at 3600 Rivers Avenue in North Charleston, South Carolina, and known as the Old Naval Hospital to Chicora Life Center, LC, by limited warranty deed; and

WHEREAS, said deed has a reverter clause that requires Chicora Life Center, LC, to make a final payment to the City of North Charleston on or before September 30, 2014, or the title to the Old Naval Hospital will revert to the City of North Charleston; and

WHEREAS, Chicora Life Center, LC, has represented to Charleston County that it will satisfy to the extent required any obligation to obtain a release from the City of North Charleston on or before September 30, 2014; and

WHEREAS, Chicora Life Center, LC, intends for Charleston County to be its anchor tenant to encourage further development, facilitate and promote the consolidation of various county-wide medical services, and help in expansion in the area of the Old Naval Hospital and the surrounding areas; and

WHEREAS, Charleston County wishes to rent space in the Old Naval Hospital to relocate certain County offices and programs, thereby assisting in the goals intended by Chicora Life Center, LC,

NOW THEREFORE, in consideration of the above promises and mutual covenants herein contained, to include the above-referenced recitals that are incorporated herein by reference and other good and valuable consideration, the Parties agree as follows:

1. PREMISES

(a) Landlord is the owner of land and improvements commonly known and numbered as 3600 Rivers Avenue, North Charleston, South Carolina (hereinafter the "Premises") consisting of approximately 17 acres and a building consisting of approximately 400,000 square feet of which 365,717 square feet is rentable space (hereinafter "Building"). Landlord makes available for lease a portion of the Building identified in Exhibit "A" Plan Sheets A-101 (dated 6/23/2014), A-102 (dated 6/23/2014), A-103 (dated 6/23/2014), A-104 (dated 6/23/2014), and A-107 (dated 6/23/2014) Chicora Life Center, containing 98,087 of rentable square feet ("RSF") area (hereinafter the "Leased Premises").¹ Exhibit A shall bear the initials of the Parties to confirm dimensions of the Leased Premises.

¹ Exhibit "A" references the Leased Premises space as a total area of 98,087 rentable square feet, which shall apply to Article 2, Rent, and Article 5, Projected Operating Expense. The first month's lease

(b) The Leased Premises shall include the appurtenant right to use, in common with others, the lobbies, entrances, stairs, elevators, restrooms, parking areas, driveways, and other public portions of the Premises. All of the outside walls and windows of the Building and any space in the Building used for shafts, stacks, pipes, conduits, ducts, and electric or other utilities, sinks, or other Building facilities, and the use thereof and access thereto through the Building for the purposes of operation, maintenance and repairs, are reserved to Landlord, subject to the limitations on access as necessary for a confidential medical facility as described in Article 18.

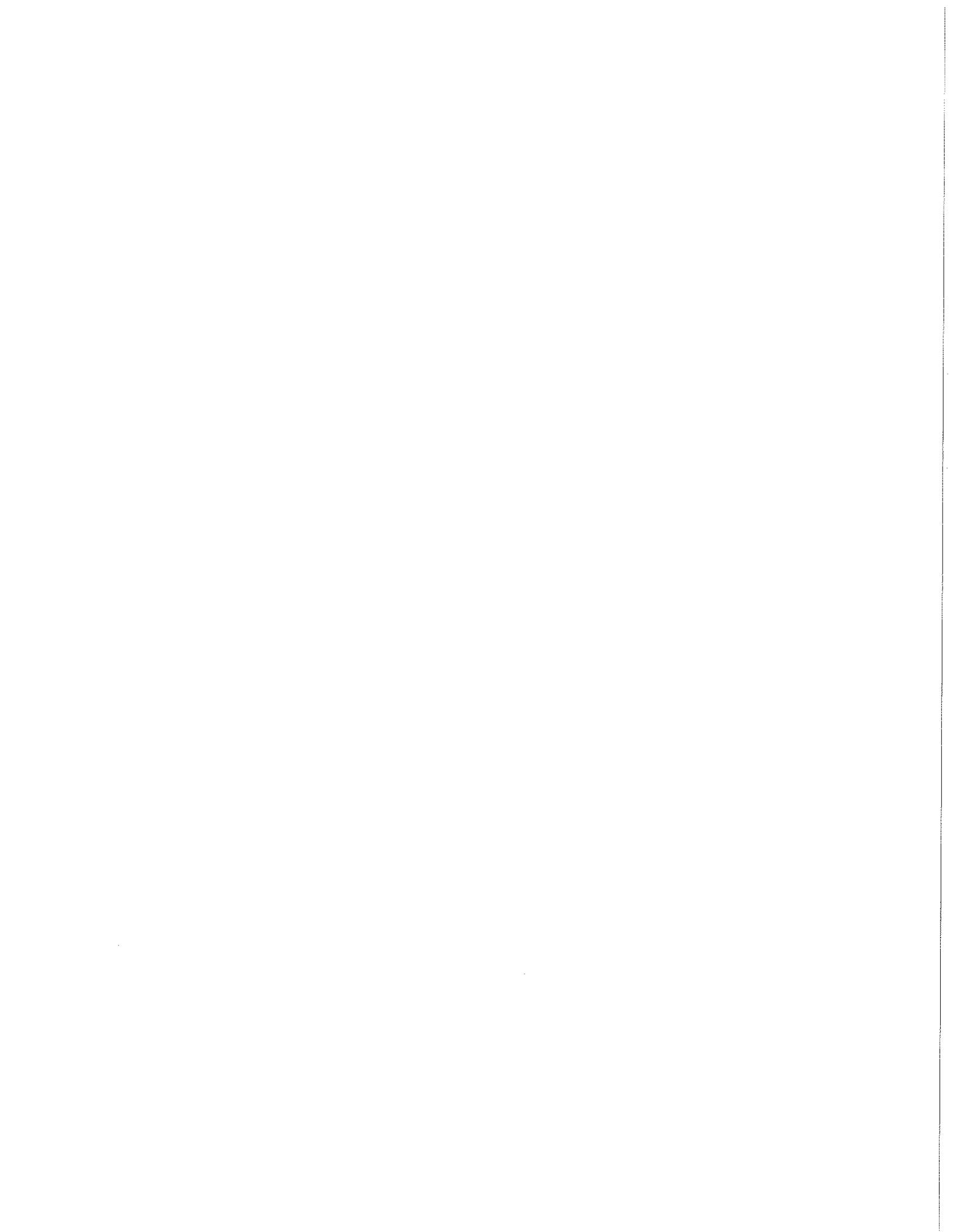
2. TERMS, EFFECTIVE DATE, AND COMPLETION OF IMPROVEMENTS

The Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term of twenty-five (25) years, beginning on the Effective Date of this Lease. Wherever in this Lease the word "term" appears, it shall include any extension of the primary term pursuant to the provisions of this Lease as well as any renewal agreement of holdover period. Effective Date shall mean the date Tenant takes possession of the Leased Premises and all of the following events have occurred: (a) the City of North Charleston issues a Certificate of Occupancy for the Leased Premises; (b) the necessary licensing agencies have issued licenses for the Leased Premises; (c) certain improvements to the Leased Premises are completed in accordance with Tenant's specifications and to the Tenant's reasonable satisfaction as provided for in Exhibit A (Plan Sheets of Leased Premises), Exhibit B (improvements to Premises/Tenant Improvements), Exhibit C (Landlord Warranties on Major Operating Systems), Exhibit D (Rules and Regulations (TBD)), Exhibit E (Remodel/Finish Schedule Documents), and Exhibit F (Cost Estimate Charleston County); (hereinafter collectively referred to as "Tenant Improvements"), (d) Landlord has provided an Irrevocable Letter of Credit to the Tenant in a form acceptable to the Tenant pursuant to the terms outlined in Article 22 and (e) Landlord has satisfied the conditions of the reverter clause.

Upon completion of the Tenant Improvements and satisfying the requirements of the Effective Date, Landlord shall provide written notice to the Tenant that the requirements of the effective date have been met, accompanied by the supporting documentation, and that the Leased Premises is ready for occupancy. The Tenant shall have five business days to confirm the requirements of the Effective Date have been met or it will be deemed to be met. If the Tenant believes that the Leased Premises is not ready for occupancy, it shall within the time specified herein deliver a written objection identifying in reasonable detail those specific items which it believes must be completed before the Leased Premises is ready for occupancy, and upon resolution of those specific items the Leased Premises will be considered completed, except as provided in Article 10, Repairs.

Landlord shall make the Leased Premises available to Tenant on or before January 1, 2015, as provided herein and satisfy the reverter clause with the City of North Charleston on or before

payment shall be and is hereby established at \$11.36 per rentable square foot, or \$92,821.00. Prior to the Effective Date, and after the completion of the Tenant Improvements, the Parties shall complete an "As Built" drawing of the Leased Premises and calculate, determine and/or confirm the actual As Built Rentable Square Footage, per BOMA standards, and amend or confirm Exhibit A accordingly, which As Built RSF shall be the basis for the rental calculation of the Lease. This As Built Rentable Square Footage shall be the RSF referenced in the Lease as the Leased Premises on the Effective Date with the initial Rental Rate at the agreed \$12.00 per rentable square foot and the Projected Operating Expenses pursuant to Article 5.



States of America, at 476 W. Heritage Park Blvd., Suite 200, Layton, Utah 84041 or to such other person or at such other place as Landlord may from time to time designate in writing, except as expressly authorized in this Lease.

Tenant will, upon the execution of the Lease, pay its first month's Monthly Rental as specified herein and in paragraph 5. If Tenant does not take possession of the Leased Premises as contemplated in paragraph 2, this first month's Monthly Rental payment will be refundable upon written demand by Tenant.

5. PROJECTED OPERATING EXPENSE

In addition to the Monthly Rental payment, the Tenant shall pay monthly its share of the operating expenses (Operating Expenses) of the Premises. The Operating Expenses shall be and are established through December 31, 2015 as \$6.50 per rentable square foot of the Leased Premises (i.e., 98,087 x 6.50 = \$637,565.50) payable in installments of \$53,130.46 per month until June 30, 2016, subject to adjustment for the period between January 1, 2016 and June 30, 2016, as provided for below. The monthly Operating Expense payment shall be paid in addition to and pursuant to the payment provisions of Article 4 and made part of the Monthly Rental.

Effective July 1, 2016, the Tenant's annual Operating Expenses for the entire calendar year shall be determined based on the actual yearly costs of operation and maintenance of the Premises for the previous calendar year divided by the total rentable square feet of the Building multiplied by Leased Premises Square feet, with the possibility of either a credit or an additional payment due for the period between January 1, 2016 and June 30, 2016, the credit or additional payment to be amortized over the twelve months commencing on July 1, 2016. See Example A, Titled "Formula," below and the example following the Formula. The sum of the Annual Operating Expense shall be made payable to the Landlord in 12 equal monthly installments pursuant to the payment provisions of Article 4. Landlord shall provide Tenant with an annual accounting total and if requested by Tenant, a copy of all invoices supporting the previous year's Annual Operating Expenses by February 1, of the following year.

In addition, the Landlord agrees that any nontraditional or heavy users of utilities, including but not limited to a grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

Example A. Formula

$$\frac{AC \text{ (annual costs of operation and maintenance of entire building)}}{\text{Total Square Feet of Building}} = N \text{ (net operating amount per square foot)}$$

$$N \times \text{LPSF (Leased Premises Square Feet)} = Y \text{ (Tenant's Yearly Operating Expenses)}$$

$$Y/12 = \text{Monthly Operating Expense Payment by Tenant}$$

By way of example, Landlord will total all costs of operation and maintenance of the Premises for 2015 and send Tenant its Annual Operating Expense as calculated by the Formula above, for year 2016, no later than February 1, 2016. Tenant will begin paying its 2016 Operating Expense at the start of the next fiscal

year, July 1, 2016, and during that twelve-month period Tenant will also on an amortized basis either pay for or receive a credit for any difference between the 2016 Operating Expense and the Operating Expense which was actually paid by Tenant from January 1, 2016 through June 30, 2016. Tenant will continue paying its Monthly Operating Expense Payment (as adjusted by the amortization described above) through June 30, 2017. This process shall repeat annually for the entirety of the Lease Term.

Operation and Maintenance of the Premises as provided in Article 7, Services (as determined by standard accounting practices), shall include the following costs by way of illustration, but will not be limited to: Maintenance, including but not limited to routine (i.e., minor) repairs or maintenance of structural, electrical, plumbing, or HVAC systems; common area janitorial services, security, and dumpster services; pest control, lawn and landscaping services, elevator services, fire protection and sprinkler maintenance services, costs of maintaining parking and common areas, and any other service generally considered maintenance; All Utilities: electricity, gas, water, and sewer service; All Taxes and Fees: real property taxes and assessments, solid waste user fees, etc.; and Administrative Fees: legal and accounting services and Building staff and management fees. In calculating the actual costs of Operation and Maintenance of the Premises, Administrative Fees shall be capped at \$00.75 per square foot, subject to annual adjustment based on the CPI for all Urban Consumers South Region.

Landlord and Tenant both agree that the "Net Rentable Area" of the Building is approximately 98,087 RSF or 26.8% of the total (365,717) Building RSF. Notwithstanding, Tenant's Projected Operating Expense will be stated on a per rentable square foot basis and charged and paid monthly in addition to the Monthly Rent as provided in the formula above.

Operating Expenses shall not include those expenses which are paid directly or separately by proceeds of insurance, or Tenant or any third party by way of separate metering or otherwise; and depreciation of the building of which the Premises are a part and the equipment therein, loan payment, or real estate broker's commission.. Operating Expenses shall also not include Landlord's Capital Improvements to the following: structural components of the Premises; HVAC, mechanical, electrical, plumbing (hereinafter "Major Systems"). As used herein, Capital Improvements includes, by way of illustration, costs which replace the Major Systems or restore the Major Systems to "like new" condition or extend their useful life (as opposed to ongoing maintenance to keep the Major Systems in efficient operating condition and realize their useful life), and costs which improve the efficiency or quality of the Major Systems, increase the strength or capacity of the Major Systems, or fix a defect or design flaw in the Major Systems;

6. USE

The Premises may be used by Tenant for any uses permitted by law for a county governmental entity, including, but not limited to: general office space, social services, counseling, medical offices, hospital type services including beds and support facilities, sales, training, staffing, and related uses. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on

or about the Premises. Landlord is aware of the Tenant's intended uses for its various spaces and shall not declare a nuisance arising from these operations.

7. SERVICES

(a) Landlord shall maintain the public and common areas of the Premises, to include but not limited to: the lobbies, stairs, elevators, corridors and restrooms in reasonably good order and condition as part of Projected Operating Expenses. In addition, Landlord shall be solely responsible for the Capital Improvements of the Building when necessary at no cost to the Tenant.

(b) Landlord shall furnish the Premises with (i) electricity sufficient to provide power for the uses for which Tenant shall occupy the Premises, but not including special lighting or electrical equipment in excess of building standard improvements. It is not currently anticipated that Tenant's intended uses will necessitate installation of special lighting or electrical equipment, but in the event that installation of special lighting or electrical equipment requires additional air conditioning capacity above that provided by the building standard improvements, then the additional air conditioning installation and operating costs shall be paid by Tenant as may be mutually agreed, (ii) heat and air conditioning to the extent reasonably required for the comfortable occupation of the Premises during reasonable and usual business hours of Tenant's occupancy; (iii) Tenant shall pay any cleaning and janitorial costs attributable to the Leased Premises separate and apart from the Operating Expenses; and (iv) security for the building; Landlord shall not be liable to Tenant for losses due to theft or burglary, or for damages done by unauthorized persons in or about the building, Landlord will be liable for damages caused by Landlord's negligence and the negligence of its employees and representatives.

Some of Tenant's Leased Premises may require 24 hour 7 days per week services and occupancy. Separate metering and billing may be used for such 24/7 utilized Leased Premises and Tenant shall be responsible for such costs.

(c) Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, (1) failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Building, except Landlord's failure to pay or provide the Services identified in subpart (a) herein or (2) the limitation, curtailment, rationing or restrictions on use of water, electricity, gas or any other form of energy serving the Premises or the Building as required by ordinance or law.

Nevertheless, Landlord shall use all reasonable efforts to remedy any interruption in the furnishing of such services, and in particular to avoid disruption of any 24 hour 7 days per week inpatient services provided by Tenant. If, notwithstanding all reasonable efforts to remedy any interruption in the furnishing of such services, the Premises are not habitable for Tenant's use for a period in excess of 72 hours, the Tenant's Monthly Rent will be abated until the Premises are habitable, and if the Premises are not habitable in excess of 30 days, and it is within the control of Landlord to remedy, then Tenant may elect to avail itself of any of the remedies provided in this Lease. Landlord will notify Tenant immediately of any real or threatened interruption in power or other service to the Premises or Building.

(d) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from commercially

reasonable interruption. Tenant acknowledges that any one or more such services may be suspended or reduced by reason of accident or repairs, alterations or improvements necessary to be made, by strikes, or accident or by any cause beyond the reasonable control of Landlord, or by orders or regulations of any federal, state, county or municipal authority, subject to Tenant's remedies of rental abatement and termination stated in the foregoing paragraph and Article 11. Except as otherwise provided in this Lease, any such interruption or suspension of services shall never be deemed an eviction of the Leased Premises or any part thereof, or render Landlord liable to Tenant for damages. Landlord will use its best reasonable efforts in the event of a strike to secure parties not involved in the labor dispute to provide minimum services for cleaning restrooms, waste removal, and janitorial services for the common areas. If such interruption or suspension results in Tenant's inability to conduct business or provide its usual and customary services for a period exceeding seventy-two (72) hours, then Tenant shall receive an abatement of rent during such interruption or suspension, but Landlord shall not be liable to Tenant for lost profits or loss of business resulting therefrom. In the event of repeated occurrences of the same recurring event of interruption or suspension which would be within the control of Landlord to remedy, then Tenant may elect to terminate this Lease by written notice to Landlord.

(e) Tenant shall notify Landlord of any need for an increase in power usage.

8. ALTERATIONS

(a) Tenant will not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof, or attach any fixtures or equipment thereto, without first obtaining Landlord's approval. Any alterations, additions or improvements (except the initial Tenant Improvements) to the Leased Premises consented to by Landlord shall be made by Tenant at Tenant's sole cost and expense, and any contractor or other person selected by Tenant to make the same shall be subject to Landlord's prior written approval. All alterations, additions, fixtures and improvements, including all improvements made pursuant to the Tenant Improvements, whether temporary or permanent in character, made in or upon the Leased Premises either by Tenant or Landlord, shall immediately become Landlord's property and, at the end of the term hereof, shall remain on the Leased Premises without compensation to Tenant, except for Tenant's trade fixtures, equipment, furniture panels and other items Tenant may provide to Landlord in writing.

(b) Any alteration, addition, or improvement shall, when completed, be of such a character as not to lessen the value of the Premises or such improvements as may be then located thereon. Any alteration, addition or improvement shall be made promptly and in a good workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and offices. The costs of any such alterations, addition or improvement shall be paid by Tenant, except as otherwise provided herein.

9. LIENS

Tenant shall make reasonable efforts to keep the Leased Premises free from any mechanics' and/or materialmen's liens or other lien arising out of any work performed, material furnished or obligations incurred by Tenant. Tenant shall notify Landlord in writing at least seventy-two (72) hours before any work or activity is to commence on the Premises which may give rise to such liens and Landlord shall have the right to post and keep posted on the Premises any notices that

maybe provide by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens.

10. REPAIRS

Unless Tenant notifies Landlord in writing within 180 days of the Effective Date of the Lease, Tenant accepts the Leased Premises as being in the condition in which Landlord is obligated to deliver the Leased Premises. Landlord will reasonably maintain the Premises for Tenant's quiet enjoyment and habitability such that the Premises may be occupied and utilized for its intended purpose by Tenant, including maintenance of the structural soundness of the Premises and maintenance of the electrical, HVAC, or other systems necessary to furnish the Premises with the services described herein. Tenant shall at the end of the term hereof surrender to Landlord the Leased Premises and all alterations, additions and improvements thereto subject to ordinary wear and tear, excepting any damage by fire, earthquake, act of God or the elements. Landlord has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as may be specified in the Tenant Improvements. No representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically herein set forth and specifically for the Premises' habitability and fitness for its intended purpose and the Tenant Improvements. The Premises shall meet and comply with the licensing standards of DHEC, DAODAS, CARF, and any other regulatory agencies having jurisdiction, as detailed in the Tenant Improvements.

11. DESTRUCTION OR DAMAGE

(a) If the Leased Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard property and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction, it being understood that Landlord is obligated to make a claim against its property and casualty insurance.

(b) If the Premises, Building, or Leased Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard property and casualty policies, then Landlord or Tenant may terminate this Lease or Landlord may elect to repair such damage or rebuild the Leased Premises. Within thirty (30) days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Leased Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Leased Premises, Landlord shall perform such repair or rebuilding as provided in Subsection 11 (a) above, and rent shall be abated proportionately as provided in Subsection 11 (e) below. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business in the Premises.

(c) If Landlord elects to repair the Leased Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) days following the date of the casualty, then Tenant, upon not less than thirty (30) days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises, Building, and

Leased Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Leased Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

(d) During any period of reconstruction or repair of the Premises, Building, and/or Leased Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Leased Premises to the extent reasonably practicable from the standpoint of good business practice.

(e) During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Leased Premises, Tenant's rent shall be appropriately abated for that part of the Leased Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord or Landlord's repairs and/or rebuilding of the Leased Premises, as required by this Lease.

12. SUBROGATION

[Intentionally Omitted]

13. INDEMNIFICATION

No provision of this agreement shall be construed to constitute any waiver of sovereign immunity of Tenant or other constitutional or statutory limitations of liability in existence or arising later.

Except for expenses or liabilities arising from the negligence or intentional acts of the Tenant, the Landlord hereby expressly agrees to indemnify and hold the Tenant harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Landlord, its members, officers, employees or agents, in conduct of this Lease, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Landlord expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Landlord and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Tenant and/or its officers or employees or by any member of the public, to indemnify and save the Tenant and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Landlord, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the Tenant. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Tenant and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Landlord's employees and any person, directly or indirectly employed by the Landlord (including, without limitation, any employee of any subcontractor), the Tenant's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Tenant submits notice, Landlord shall promptly defend any aforementioned action.

The limits of insurance carried by Landlord shall not limit the Landlord's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of this Lease. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the Tenant, the Landlord's obligations shall be reduced in proportion to the Tenant's fault, as determined by a court of competent jurisdiction. The obligations herein shall also extend to any actions by the Tenant to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

14. COMPLIANCE WITH LEGAL REQUIREMENTS

Landlord and, to the extent applicable, Tenant, shall, at each Party's respective cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises, excluding requirements of structural changes not related to or affected by improvements made by Tenant or Tenant's acts. Landlord represents that at the time of delivery of the Premises, the Premises will be free of hazardous waste, toxic materials, and asbestos; and indemnifies Tenant against all claims, damages, expenses, and fees resulting from the presence or discharge thereof, in accordance with the indemnity provisions of Section 13.

15. INSURANCE

During the Term of the Lease Agreement, Landlord shall take out and maintain all customary insurance on the Premises, the Building, and the Leased Premises, as part of the Operating Expenses, in such form as used by solvent insurance companies in the State of South Carolina. Landlord shall name and maintain Tenant as an additional insured on said policies and shall provide this information in writing to Tenant for the Lease Term. Landlord, as part of the Operating Expenses, shall at all times during the term of the Lease, maintain:

- (a) Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, Building or the Leased Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a "cross liability" and "severability of interest" clause so that the Landlord and Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
- (b) Extended fire and extended coverage insurance on the Premises and Building on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate,

including, should Landlord so elect, insurance to cover any loss of rental income which may be sustained by Landlord.

Tenant may contact Landlord's insurer(s) or insurer(s)' agent(s) directly at any time regarding Landlord's coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease. Landlord shall also require any subsequent purchaser of the Premises to carry the same coverages in the same amounts. Tenant must be advised immediately of any changes in required coverages.

During the Term of the Lease, Tenant shall obtain and maintain customary insurance, as available to Tenant by the South Carolina Insurance Reserve Fund.

16. ASSIGNMENT AND SUBLETTING

In the event Tenant should desire to assign or sublet the Leased Premises, Tenant shall give Landlord written notice of such desire at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects either (i) to terminate this Lease as to the space so affected as of the date so specified by Tenant, in which event Tenant will be relieved of all further obligations hereunder as to such space, or (ii) to permit Tenant to assign or sublet such space, subject, however, to prior written approval of the proposed assignee or that Tenant is of sound financial condition as determined by Landlord. If Landlord should fail to notify Tenant in writing of such election within said thirty (30) day period, Landlord shall have deemed to have waived option (i) above, but written approval by Landlord of the proposed assignee or Tenant shall be required. Any assignment or subletting which conflicts with the provisions hereof shall be void.

17. RULES

RESERVED

18. ENTRY BY LANDLORD

Landlord acknowledges that certain portions of the Leased Premises may be occupied by confidential medical facilities and may not be accessed without prior permission. Tenant will designate the location of these confidential medical facilities and provide the same to Landlord in writing. Landlord shall not enter such designated locations without prior permission, otherwise Landlord may enter the Leased Premises at reasonable hours, with advance consent of Tenant except in emergencies, to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all of Tenant's obligations hereunder; (d) supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, (e) post notices of non-responsibility and (f) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility service or make repairs, alterations or improvements to any other portion of the Building, but that all such work must be done as promptly as possible and, so as to cause as little interference to Tenant as reasonably possible.

Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Leased Premises (excluding Tenant's furniture and fixtures, vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and such entry to the Premises obtained by Landlord by any of said means,

or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof.

19. EVENTS OF DEFAULT

(a) By Tenant: The occurrence of any one or more of the following events ("Events of Tenant Default") shall constitute a breach of this Lease by Tenant: (a) if Tenant shall fail to pay any rental or other sum when and as the same becomes due and payable and such failure shall continue for more than 30 days after written notice of such failure is received by Tenant from Landlord; or (b) if Tenant shall fail to perform or observe any other term hereof or of the rules and regulations described in Paragraph 14, "Compliance with Legal Requirements," to be performed or observed by Tenant, such failure shall continue for more than 30 days after written notice thereof is received by Tenant from Landlord and Tenant shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; or (c) vacation or abandonment of the Leased Premises for a continuous period in excess of thirty (30) business days unless rent is current; (d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution against Tenant and such attachment or execution is not vacated within thirty (30) days; or (e) failure of Tenant to meet any provisions of this Lease.

The non-appropriation of funds or reduction in Leased Premises due to a change in the State DHEC mandate, as such are outlined in Article 54, Termination for Non Appropriation of Funds, shall not be considered Events of Default.

(b) By Landlord: The occurrence of any one or more of the following events ("Events of Landlord Default") shall constitute a breach of this Lease by Landlord: (a) if Landlord shall fail to pay any sum necessary to maintain the habitability of the Premises when and as the same becomes due and payable and such failure shall continue for more than 30 days after written notice of such failure is received by Landlord from Tenant; or (b) if Landlord shall fail to perform or observe any other term hereof or of the rules and regulations described in Paragraph 14, "Compliance with Legal Requirements," to be performed or observed by Landlord, such failure shall continue for more than 30 days after written notice thereof is received by Landlord from Tenant and Landlord shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; or (c) vacation or abandonment of its obligations as Landlord for a continuous period in excess of thirty (30) business days; (d) if Landlord fails to separately meter the non-traditional heavy users of utilities in the Building prior to said non-traditional users occupation of the Premises, or (e) if Landlord sells the Premises and fails to have new Landlord agree to all terms and conditions outlined herein by signing a new lease with Tenant that has the same terms as outlined in this Lease; or (f) failure of Landlord to remain current with the costs and expenses associated with the Premises, including but not limited to, electricity, water, plumbing, resulting in Tenant's loss of power, water, sewer or the use of any and all electrical systems in Premises, Building, and/or Leased Premises; or (g) failure to indemnify Tenant as outlined in this Lease; or (h) failure to meet any of the provisions of this Lease.



20. TERMINATION UPON DEFAULT

(a) **As to Tenant:** In the Event of Tenant's Default, Landlord may terminate this Lease at any time after notice has been given to Tenant in writing, and on the date specified in such notice (which shall be not less than thirty (30) days after the giving of such notice), and provided Tenant shall have failed to cure such default. Tenant's right to possession shall terminate and this Lease shall terminate, unless on or before such date all arrears or rental and all other sums payable by tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other breaches of this Lease by Tenant at the time existing shall have been fully remedied to the satisfaction of Landlord.

Upon such termination, and subject to the South Carolina Tort Claims Act, Landlord may recover from Tenant: (a) the unpaid rental which had been earned at the time of termination without acceleration, less any rental received by Landlord for reletting the Leased Premises (subject to the terms hereinabove); (b) and any other amount necessary to compensate Landlord for all the actual damages proximately caused by Tenant's failure to perform its obligations under this Lease excluding any punitive, exemplary, or consequential damages. Landlord shall be obligated to make reasonable and diligent efforts to mitigate its damages by reletting the Leased Premises at reasonable and current market rates in a timely manner.

(b) **As to Landlord:** In the Event of Landlord's Default, Tenant may terminate this Lease at any time after such notice has been given to Landlord in writing, and on the date specified in such notice (which shall be not less than thirty (30) days after the giving of such notice), and provided Landlord shall have failed to cure such default. This Lease shall terminate, unless on or before such date all items causing Default under this Lease and all costs and expenses incurred by or on behalf of Tenant hereunder shall have been remedied to the satisfaction of Tenant and/or paid by Landlord and all other breaches of this Lease by Landlord at the time existing shall have been fully remedied to the satisfaction of Tenant. Upon such termination, Tenant may recover from Landlord: (a) the paid rental and operating expense amounts which have been paid from the time of notice of termination until Tenant's relocation from the Premises; (b) all moving and relocation expenses incurred and to be incurred by Tenant, along with any other amount necessary to compensate Tenant for all the actual damages proximately caused by Landlord's failure to perform its obligations under this Lease excluding any punitive, exemplary or consequential damages.

21. AFTER DEFAULT

The legal rights and remedies after default available to the Parties shall include any and all that are available at law, equity or statute. If any fixture, equipment, improvement, installation or appurtenance which, as herein provided, shall be required to be removed from the building by Tenant specified therefore, then Landlord may, after fifteen (15) days written notice to such effect to Tenant, deem the same has been abandoned by Tenant to Landlord, or Landlord may remove the same.

22. OTHER RELIEF

The rights and remedies provided for Landlord and Tenant in this Lease are in addition to any other remedies available at law or in equity by statute or otherwise, except as expressly limited or waived under the provisions of this Lease.

Notwithstanding the above, Landlord and Tenant recognize that the Landlord's performance and compliance with the conditions, obligations, and responsibilities of this Lease are of great importance to the Tenant. Landlord's delays and/or failure to perform any of the conditions, obligations, or responsibilities in this Lease will cause damages to the Tenant greater than termination of the Lease can remedy. Therefore, as additional security and as a performance guaranty of Landlord's compliance and performance with the conditions, obligations, and/or responsibilities of this Lease, the Landlord shall provide, annually, an irrevocable letter of credit in the penal sum of \$1,300,000. This letter of credit shall act as security for the Landlord's fulfillment of its obligations to pay third parties for the operation and maintenance of the Premises, Major Systems, or any other matter(s) which negatively impact the habitability of the Premises and Tenant's Quiet Enjoyment of same. The Letter of Credit shall be issued by a financial institution authorized to do business in the State of South Carolina. The cost and expense of the letter(s) of credit shall be paid for by the Tenant and Landlord equally, with the Tenant's portion not to exceed 1.25% annually of the penal sum(s).

23. RIGHT TO CURE DEFAULTS

Except as expressly stated in this Lease, all agreements and provisions to be performed by Landlord and Tenant under any of the terms of this Lease shall be at its sole cost and expense. If Tenant shall fail to pay any sum of money, other than rental, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for 30 days after written notice thereof by Landlord is received by Tenant, Landlord may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease.

If Landlord shall fail to pay any sum of money required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for 30 days after written notice thereof by Tenant is received by Landlord, Tenant may, but shall not be obligated to do so, and without waiving or releasing Landlord from any obligations of Landlord, make any such payment or perform any such other act on Landlord's part to be made or performed as provided in this Lease.

All sums reasonably paid by either Party and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable or credited within thirty (30) days of written demand so long as funds are appropriated therefore, and Parties shall have (in addition to any other rights or remedies) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rental, or in the event of the nonpayment thereof by Landlord as in the case of default by Landlord in the payment of its obligations under this Lease

24. ATTORNEY'S FEES

Should any party hereto employ an attorney for the purpose of enforcing, constructing, or declaring rights under this Lease, or any amendment thereto, or any judgment based on this Lease, in any legal proceeding whatsoever, including bankruptcy, arbitration, declaratory relief or other litigation, said Party and each other Party shall pay its own attorneys' fees.

25. EMINENT DOMAIN

If the entire Premises shall be taken by reasons of condemnation or under eminent domain proceedings, Tenant may terminate this Lease Agreement as of the date when possession of the Premises is taken. If a portion of the Premises shall be taken under eminent domain or by reason of condemnation if in the opinion of Tenant, reasonably exercised, the remainder of the Leased Premises is no longer suitable for Tenant's business, the Lease, at Tenant's option, to be exercised by notice to Landlord within sixty (60) days of such taking shall terminate, and any unearned rents paid or credited in advance shall be refunded to Tenant.

If this Lease is not so terminated because the entire Premises has not been taken, Landlord forthwith and with due diligence, shall restore the Leased Premises pursuant to plans approved by Tenant, if so damaged. Until so restored, subject to the following sentence, fixed rent shall abate to the extent that Tenant shall not be able to conduct business in accordance with Tenant's customary business practices, and thereafter fixed rent for the remaining portion of the Term shall be proportionately reduced.

In the event any part of the Leased Premises shall be taken by reason of condemnation or under eminent domain and if in the opinion of Tenant, reasonably exercised, the Leased Premises is no longer suitable for Tenant's business, this Lease, at Tenant's option, by notice to Landlord within sixty (60) days of such taking shall terminate. If this Lease is not terminated, Landlord, at Landlord's expense shall restore the Leased Premises to a proper and usable condition pursuant to plans approved by Tenant. Until such time that areas are restored to a proper and usable condition, rent shall be abated and thereafter fixed rent for the remainder of the Term shall be proportionately reduced.

Tenant shall be entitled to the award in connection with any condemnation insofar as the same represents compensation for or damage to Tenant's fixture, equipment, leasehold improvements or other property, moving expenses as well as the loss of leasehold (i.e. the unexpired balance of the Lease Term immediately prior to such taking). Landlord shall be entitled to the award insofar as the same represents compensation for or damage to the fee remainder, such amounts as allowed by law as losses or as damages in condemnation proceedings.

For the purposes of this Article, the term "condemnation of under eminent domain proceedings shall include, without limitation: (1) conveyances and grants made in anticipation of or in lieu of such proceedings and/or (2) loss or impairment of ingress or egress rights to and/or from Premises from adjacent roadways.

26. SUBORDINATION / NON-DISTURBANCE / ATTORNMENT

Landlord shall use its best efforts to ensure that any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and in such event this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default of the Lease, unless this Lease is otherwise terminated pursuant to its terms. So long as Tenant enjoys the right of quiet possession of the Premises, Tenant shall enjoy this same right with any successor in title to the Premises, including any purchaser to whom the mortgagee,

trustee, or ground lessor might sell the Premises to following or as a part of the exercise of enforcement remedies against the Landlord.

The Landlord agrees to use its best efforts to obtain the subordination of any mortgage, deed of trust or ground lease, as the case may be such that this lease may have priority. Notwithstanding, Tenant agrees to execute any documents required or requested by Landlord's lenders that are reasonable and necessary to effectuate the subordination of this lease or to make this Lease subordinate to any mortgage, deed of trust or ground lease, as the case may be.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord terminate all or any existing subleases of sub tenancies, or may, at the option of Landlord, operate as an assignment to it of all such subleases or sub tenancies.

28. SALE

In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain, and only terminate to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease as new owner(s) and agrees in writing with the Tenant to accept all liabilities and obligations on the part of the Landlord to be binding upon the new owner.

29. ESTOPPEL CERTIFICATE

Provided that Tenant receives reasonable written assurances from Landlord and a prospective purchaser, mortgagee or beneficiary under any deed of trust of the Premises that Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of the Lease, then Tenant shall, at any time and from time to time but on not less than 10 days prior written request by Landlord, execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof; as an estoppel without liability of Tenant.

30. NO LIGHT, AIR OR VIEW EASEMENT

Any diminution 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 or impose any liability on Landlord.

31. HOLDING OVER

If, without objection by Landlord, Tenant holds possession of the Leased Premises after expiration of the term of this Lease, Tenant shall become a tenant from month to month upon the terms herein specified.

32. ABANDONMENT

Tenant shall not be considered to have abandoned or vacated the Leased Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease.

33. SECURITY DEPOSIT

There is no security deposit for this Lease.

34. WAIVER

The waiver by Landlord or Tenant of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow upon between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by the other in strict accordance with said terms. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental.

35. NOTICES

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed as follows: to Tenant at:

Charleston County
Attn: County Administrator
4045 Bridge View Drive
North Charleston, South Carolina 29405

or to such other place as Tenant may from time to time designate in a written notice to Landlord. All notices for Landlord shall go to:

Chicora Life Center, LC
c/o Durbano Properties, L.C.
476 W. Heritage Park Blvd., Suite 200
Layton, Utah 84041

or to such other place as Landlord may from time to time designate in a written notice to Tenant.

36. ENTIRE AGREEMENT

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant with respect to the subject

matter of this Lease. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

37. CORPORATE AUTHORITY

Tenant represents that it is a duly authorized and validly existing local government and political subdivision of the State of South Carolina. Landlord represents that it is a duly authorized and validly existing limited liability company in the State of South Carolina.

38. GUARANTEE OF LEASE

[Intentionally Omitted]

39. MISCELLANEOUS

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument or examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. The agreements, conditions, and provisions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. Landlord shall not use the name of Tenant for any purposes except that Tenant's name may be listed in any directory within the premises. All amounts of money payable by Tenant to Landlord hereunder, if not paid when due, shall bear interest from the due date until paid at the rate of 12% per annum, subject to the appropriation of funds therefor. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

40. EXHIBITS

The Landlord and Tenant agree that the Lease shall include the following documents: Exhibit A (Plan Sheets of Leased Premises (A-101 (dated 6/23/2014), A-102 (dated 6/23/2014), A-103 (dated 6/23/2014), A-104 (dated 6/23/2014) and, A-107 (dated 6/23/2014))), Exhibit B (Improvements to Premises/Tenant Improvements), Exhibit C (Landlord Warranties on Major Operating Systems), Exhibit D (Rules and Regulations (TBD)), Exhibit E (Remodel/Finish Schedule Documents), Exhibit F (Cost Estimate Charleston County and Chicora Life Center Charleston County Renovations) and Basic Lease Information, which are incorporated herein by reference. In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Lease (Lease Documents), the following shall control: As between the Lease and the Lease Documents, the Lease shall govern. In the event of any conflict, discrepancy, or inconsistency among any of the Lease Documents, the Landlord shall notify the Tenant immediately upon discovery and Tenant shall notify the Landlord immediately upon discovery of the same so the Parties can reach a resolution. Any documents not included or expressly contemplated in this Lease do not, and shall not, form a part of this Lease. The Lease Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

41. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

42. BROKERS/DISCLOSURES

Tenant and Landlord warrant that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate brokers or agents who are entitled to a commission in connection with this lease.

43. FORCE MAJEURE

Landlord shall have no liability whatsoever to Tenant, and Tenant to Landlord, on account of (1) the inability to fulfill, or delay in fulfilling, any obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with national or other public emergency, or shortages of fuel, supplies or labor resulting there from or any other cause, whether similar or dissimilar to the above, beyond Landlord's or Tenant's reasonable control; or (2) any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others furnishing the building with electricity or water, or for any other reason, whether similar or dissimilar to the above, beyond Landlord's or Tenant's reasonable control. If this Lease specifies a time period for performance of an obligation, that time period shall be extended by the period of any delay in performance caused by any of the events of force majeure described above, but all events not to exceed ninety (90) days.

Landlord and Tenant jointly shall establish and will continue to have in place a disaster recovery plan to reestablish the Premises in working order as soon as practicable.

44. TENANT'S RIGHT TO SELF HELP

Landlord and Tenant acknowledge that Tenant's use of the Leased Premises may involve critical health care operations for which generators, pumps, or other equipment must operate without disruption. Accordingly, if such equipment should malfunction or the Leased Premises should otherwise suffer from a disruption of these critical processes outside of normal business hours or at a time when Tenant cannot reasonably reach Landlord, Tenant is authorized to take such self-help measures as are reasonably necessary to maintain critical processes. The exercise of such self-help measures by Tenant shall not be construed an Event of Default under the Lease.

45. ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that it has no knowledge of any deposit, asbestos, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "Hazardous Substances"), as those terms are used in any appropriate and applicable law, code or ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 at, upon, under or within the Premises as a consequence of ownership or other use thereof prior to the Lease Term

Commencement of this Lease by Landlord, its employees, agents or servants or any party acting pursuant to a right or interest therein from Landlord.

46. AMERICANS WITH DISABILITIES / DHEC / DAODAS

Landlord shall be responsible for compliance with the Americans With Disabilities Act (ADA). In the event it becomes necessary to make modifications to the floor plan as approved by Tenant in order to comply with provisions of ADA or other applicable building codes, such modifications shall not be grounds for termination of this Lease by Tenant, so long as modifications do not substantially impair Tenants intended use of the Leased Premises. Landlord and Tenant will work together to ensure compliance and appropriate licensing according to requirements of the South Carolina Department of Health and Environmental Control and Department of Alcohol and Other Drug Abuse Services.

47. NON-DISTURBANCE

So long as the Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term provided herein without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, and the Tenant's possession of the Leased Premises and the Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the Mortgagee.

48. PREPARATION OF LEASE

It is hereby understood that no representation or recommendations have been made by the Landlord, Durbano Law Firm, real estate brokers involved herein, or their employees or agents, as to the legal sufficiency, legal effect or tax consequences of this Lease or this transaction. Landlord and Tenant should retain legal counsel to advise them on such matters and should rely upon the advice of such legal counsel. Landlord and Tenant have expressly directed its respective legal counsel to fill in this form Lease and to make certain insertions and deletions.

49. FINANCIAL CONDITION

[Intentionally Omitted]

50. TENANT IMPROVEMENTS

The Landlord shall deliver the Leased Premises pursuant to the specifications approved by the Tenant as provided in this Lease. In addition, Landlord shall obtain and grant warranties for the term of this Lease on all Major Systems included in the Tenant Improvements and for the term of this Lease for the Major Systems of the Premises. Landlord will obtain third-party warranties from qualified service providers if such is reasonably and commercially available. Landlord will obtain insurance against equipment breakdown prior to Tenant taking possession of the Leased Premises. See Exhibit C, Landlord Warranties on Major Operating Expenses.

51. SIGNAGE

See Tenant Improvements.

52. OPTION

There is no option associated with this Lease, unless otherwise agreed to in writing by the Parties.

53. CONTROLLING LAW

The laws of South Carolina shall govern this Lease. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The Tenant, by written advance notice of at least ninety (90) days, may terminate this Lease in whole or in part in the event that sufficient appropriation of funds from any source (whether federal, state, county or other source) are not made or sufficient funds or otherwise unavailable, in either case, to pay the charges under this Lease. If this Lease is so terminated, the Landlord shall be compensated for all necessary and reasonable actual costs of performing the Lease up to the date of such termination. The Landlord will not be compensated for any other costs in connection with a termination for non-appropriation. The Landlord will not be entitled to recover any damages in connection with a termination for non-appropriation, including but not limited to, lost profits.

Pursuant to S.C. Code Ann. § 6-27-55, as amended, Charleston County provides various county offices to state agencies including DHEC. Provided however, if this State mandate should change, Tenant will promptly notify Landlord in writing and provide thirty (30) days notice before reducing the net usable square footage of the Leased Premises for which it is responsible to pay rent at no penalty to the Tenant and the Tenant shall be entitled to a reduction in the Monthly Rent reflecting the change in net usable square feet and prorated accordingly.

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IN WITNESS WHEREOF, the parties have executed this Lease dated the day and year first above written.

WITNESS

[Signature]
Dorena Babants

LANDLORD
CHICORA LIFE CENTER, LC
By: [Signature]
Its: manager 6/30/14

WITNESS

[Signature]
[Signature]

TENANT
CHARLESTON COUNTY
By: [Signature]
Its: chairman 6/30/14

[Handwritten mark]

EXHIBIT "A"
Plan Sheets of Leased Premises

| | |
|--|-------------------|
| A-101 (6/23/14) DAODAS First Floor..... | 27,065 RSF |
| A-102 (6/23/14) DAODAS Second (23,048 RSF) and Eighth Floor (8,427 RSF)..... | 31,475 RSF |
| A-103 (6/23/14) Coroner Main and First Floor..... | 8,786 RSF |
| A-104 (6/23/14) DHEC First Floor..... | 28,360 RSF |
| A-107 (6/23/14) Vital Records First Floor..... | 2,401 RSF |
| Lease Premises Total Rentable Square Feet..... | <u>98,087 RSF</u> |


Initials


Initials

EXHIBIT B
**Improvements to Premises / Tenant
Improvements**

The Parties have identified and drawn up the Tenant Improvements for the Tenant's use of the Premises. When the Tenant Improvements are approved, the Tenant will provide written notice of the same to the Landlord.

Landlord has provided a cost estimate of \$1,200,383 ("Cost Estimate"), as provided in Exhibit F (entitled "Cost Estimate Charleston County and Chicora Life Center Charleston county Renovations,") to complete the Tenant Improvements. Landlord has agreed to provide up to \$1,600,000.00 for any and all Tenant Improvements (the "Budget Cap"). The Tenant Improvements will be completed to the Tenant's reasonable satisfaction as outlined and detailed in the Exhibits. The Tenant Improvements will include the necessary requirements to be determined by any licensing or regulatory authority of the Tenant, which Tenant must apply for and pursue in a reasonable and timely manner. Landlord will pay the first \$1,600,000 of Tenant Improvements with any amount over \$1,600,000 to be mutually agreed to in advance by the Parties before such Budget Cap is ever exceeded. The Parties agree to negotiate in good faith to determine a mutually agreed upon amount over the Budget Cap and the respective financial obligations of the Parties for the same.

The expectation and agreement of the Parties, subject to written approval by the Tenant is that any current or existing improvements at the Premises may be utilized to the fullest extent possible so as to reduce the costs of Tenant Improvements which Landlord shall pay and allow for completion of the Tenant Improvements within the parameters of the attached Budget.

The expectation of the Parties is that all built-in furnishings, as are existing or shown on drawings in Exhibit A, will be included in the Tenant Improvements.

GENERAL RENOVATION:

The following general renovation requirements are supplemental to the notes listed on the drawings in Exhibit A, and apply to all suites, all floors, again subject to the Budget Cap:

1. As directed by Tenant, rooms shall have a minimum of two (2) electrical outlets and two (2) communications outlets. Rooms that house multiple staff shall have a minimum of (2) electrical outlets and (1) communications outlet per staff member.
2. Additional electrical and communications outlet requirements noted on the floor plans shall be provided.
3. Where equipment locations are shown on the floor plans, power and data as required by the individual piece of equipment shall be provided.
4. One (1) electrical and one (1) communication outlet shall be provided at locations indicated on floor plans for copiers, fax machines, and television/monitor locations.
5. The existing HVAC system shall be modified to accommodate the approved floor plan layout to provide conditioned air in all spaces. Where modifications are extensive the portion of the HVAC system serving the area shall be rebalanced.

6. The existing sprinkler system shall be modified to accommodate the approved floor plan layout to provide sprinkler coverage in all spaces.
7. Room finishes (ceiling, wall, and floor) shall be provided as requested by the Tenant or as required by the Regulatory and Licensing Agency.
8. Landlord shall provide the following building signage:
 - Exterior signage to identify entry point for Tenant's suite.
 - Directory signage at all Lobbies listing suite numbers and occupants and directional signage throughout the building adequate to direct visitors to a specific suite.
 - Emergency fire evacuation signage and signage as required by the building code or the authority having jurisdiction.
 - Internal signage within Tenant suite(s) to include adequate directional signage and a minimum of one (1) sign per room or space.
9. Parking: Landlord shall provide and maintain common parking areas as per the terms of the Lease.

LICENSING AGENCIES & APPROVING AUTHORITIES:

1. When originally built, the building met all building code requirements in accordance with the then-existing edition of the building code (IBC). The building is to be renovated in a manner that the Landlord shall be able to obtain a certificate of occupancy, which will not require meeting all requirements of the current edition of the IBC provisions for existing and current buildings.
2. Landlord shall participate with Tenant in a combined effort to obtain approvals and licensing from Regulatory and Licensing Agencies, including DHEC and any other regulatory agencies. Landlord, as Architect of Record for the Tenant Improvements, shall provide signed and sealed drawings and specifications, and other documents and information as necessary, to obtain approvals and licensing. Landlord or its agent shall attend meetings with Regulatory and Licensing Agencies that are part of the review and approval process.
3. Landlord shall provide construction administration services during renovations as required in DHEC Regulation 61-93 (section 1804-A-3).
4. Landlord shall provide permanently mounted FF&E items required by Regulatory and Licensing Agencies as required and listed in published guideline, regulations, or requirements. These items may include, for example, fire extinguishers, grab bars, mirrors, and similar items.

IT AND COMMUNICATIONS SYSTEMS:

The structured cable system for telephone and data systems should already be installed at the Premises and may be adequate for Tenant's uses. Tenant may request

additional structured cable (telephone and data) infrastructure where missing or needed to meet Tenant's standards, the costs to be included in the Tenant Improvements, again subject to the Budget Cap. Landlord shall thereafter maintain the structured cable system as one of the building systems. Tenant will be responsible for installing its telephone systems, handsets and any data network switches and routers. The following specifications apply, again subject to the Budget Cap:

At least one wiring closet or IDF (intermediate distribution frame) shall be provided per leased space/office suite/contiguous work area on each floor to allow the mounting of data networking and telephony equipment. The IDF shall also contain all data cabling for the supported area. The IDF shall be equipped with a plywood backboard suitable for securely mounting a minimum 32" tall data rack or sufficient floor space to install a typical 19" wide two-post data rack. Sufficient clearances must be provided around the rack to allow for the installation and maintenance of equipment in the rack. The IDF shall be sufficiently ventilated to allow the data networking and telephony equipment to operate within appropriate temperature and humidity specifications. Each IDF shall be equipped with at least one 20 amp 120 volt NEMA outlet on a dedicated circuit.

Station cables (cables from IDF to termination point or jack) shall connect the workers' computer, telephones and other data-com equipment to the IDF. Station cabling shall be Category 5 compliant. Cabling shall be terminated in ANSI/TIA T568B configuration terminated in a jack at the station end and in a corresponding Category 5 compliant patch panel in the IDF. All cables shall be clearly labeled in a logical manner to allow for fast and accurate identification of a cable at both ends. 2 cables shall be supplied for each individual work area. Additional cables shall be provided for common work equipment such as copiers, fax machines, wireless access points, etc. RG6 coaxial cable shall connect from the IDF or to television locations as marked on the drawings. The Tenant will test all provided cable using the appropriate TIA/EIA specification. Landlord shall replace or repair any cables which do not pass testing.

One IDF shall be designated the MDF (main distribution frame). This wiring closet shall connect to all other IDF's in spaces leased by the Tenant with fiber optic cable. Fiber optic cable shall consist of at least 6 strands and shall be capable of supporting 1 gigabit transmission over the length of the installed cable. The MDF shall be equipped with at least two 20 amp 120 volt NEMA outlets on dedicated circuits.

Landlord shall ensure that AT&T, the local cable television provider, and preferably other service providers, have a pathway into the building from the right of way. Landlord shall provide a pathway within the building for AT&T to route their cables to each IDF leased by the Tenant. At a minimum these cables will consist of AT&T fiber optic cable and 12 pair copper cable to the MDF and a minimum of 6 pairs of copper cable to all other IDF's. AT&T typically requires a minimum 2" inner duct to run fiber optic cable within a building. Landlord shall provide a pathway within the building for the local cable television provider to route their cables to each IDF leased by the Tenant.

COUNTY REVIEW AND APPROVAL OF PLANS:

Landlord shall be responsible for providing construction documents—at the level of detail necessary for obtaining a building permit from the City—for the Tenant's review and approval prior to making the Tenant Improvements. The Tenant shall complete all such reviews within 3 business days of being provided such design documents and Tenant shall be deemed to have approved the provided design documents in the event it has not communicated specific objections to such documents within such period.

DOCUMENTATION:

1. All documents relating in any manner whatsoever to the renovations, or any designated portion thereof, which are in the possession of Landlord, or any subcontractor of Landlord, shall be made available to the Tenant for inspection and copying upon written request by the Tenant. Furthermore, said documents shall be made available, upon request by the Tenant, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the project, its design, and its construction. Said records to include those documents reflecting the cost of construction to Landlord, if requested by the Tenant. Landlord shall maintain and protect these documents for no less than three (3) years after completion of the project, or for any longer period of time as may be required by law or good construction practice. Landlord further agrees to include these provisions in any subcontracts issued by it in connection with this lease agreement.
2. Project documentation will be furnished by Landlord to the Tenant upon completion and final acceptance of the Tenant Improvements. Documentation shall include, but not be limited to, electronic computer files of construction documents, including all rights, title and interest to any and all drawings and specifications. The Tenant shall retain possession and (to the extent ownership can be obtained) ownership of all reports, documents, and any other data prepared, furnished, or obtained under the Lease Agreement. All above listed items will become the property of the Tenant without restriction or limitation on their use. No material produced, whole or in part, will be subject to the copyright of the Engineer or his consultants.

INSPECTIONS AND ACCEPTANCE:

Landlord is responsible for required building code inspections and quality assurance testing as is routine and customary during a construction project. All renovations shall be subject to inspection by the Tenant, at all reasonable times and places prior to occupancy. Tenant shall provide Landlord with notice prior to any such inspection and shall conduct all such inspections in a manner which does not interfere or impede the progress of Landlord in completing the renovations.

Initials

Initials

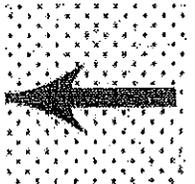


EXHIBIT "C"
Landlord Warranties on Major Operating Systems

Landlord hereby warrants, pursuant to paragraphs 7, 10, and 50 of the Lease, utilizing industry standards, that the mechanical, heating, ventilating, and air conditioning systems, boilers, water handling, piping, and associated major mechanical systems, will be in good working order and that Landlord will either rehabilitate, cause to be remanufactured, or replace such systems as determined by industry standards, for the Term of the Lease.

Additionally, Landlord shall put in place and maintain a separate policy of "Equipment Breakdown Insurance" that is acceptable to Tenant in the amount of \$1,000,000.00 if commercially available and will provide similar coverage to that of the CNA Equipment Breakdown Policy at Landlord's expense.


Initials


Initials

EXHIBIT "D"
RULES AND REGULATIONS

(RESERVED)


Initials


Initials

EXHIBIT "E"
REMODEL/FINISH SCHEDULE DOCUMENTS

(TBD)

Initials



Initials

EXHIBIT "T"
COST ESTIMATE CHARLESTON COUNTY AND
CHICORA LIFE CENTER
CHARLESTON COUNTY RENOVATIONS
(prepared 1/31/2014)



Initials



Initials

Exhibit F-Cost Estimate

Charleston County:

Coroner, DAODAS, DHEC, Vital Records,

1/31/2014

| Tenant Improvements | |
|---------------------|-----------------------|
| Item | Cost (\$) |
| Floor Demolition | \$84,073.00 |
| Carpet | \$94,215.00 |
| Hardscape | \$146,144.00 |
| Wall Demolition | \$36,741.00 |
| Wall Board | \$52,874.00 |
| Wall Studs | \$20,321.00 |
| Finishes | \$92,874.00 |
| Ceilings | \$40,125.00 |
| Lighting | \$97,537.00 |
| Electrical | \$52,147.00 |
| Plumbing | \$25,912.00 |
| Mechanical | \$35,827.00 |
| Windows | \$12,256.00 |
| Stairs | \$14,578.00 |
| Labor | \$195,500.00 |
| General Conditions | \$65,000.00 |
| Overhead and Profit | \$134,224.00 |
| TOTAL | \$1,200,348.00 |

2014 01/31/2014

Ex F - Cont.
Chicora Life Center
Charleston County Renovations

Prepared: 01/31/2014

| Description | Unit | Cost Per Unit | Total Cost |
|----------------------------------|---------------|---------------|------------------|
| Wall Demolition | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 389 SQFT | 1 | \$ 589 |
| DHEC | 182 SQFT | 1 | \$ 182 |
| Vital Records | 97 SQFT | 1 | \$ 97 |
| Coroner | 185 SQFT | 1 | \$ 185 |
| Subtotal: | 1,053 | | \$ 1,053 |
| Wall Board | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 344 Sheets | 10.65 | \$ 3,664 |
| DHEC | 208 Sheets | 10.65 | \$ 2,215 |
| Vital Records | 34 Sheets | 10.65 | \$ 362 |
| Coroner | 278 Sheets | 10.65 | \$ 2,961 |
| Subtotal: | 864 | | \$ 9,202 |
| Paint | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 540 Gallons | 13 | \$ 7,020 |
| DHEC | 294 Gallons | 13 | \$ 3,822 |
| Vital Records | 28 Gallons | 13 | \$ 364 |
| Coroner | 97 Gallons | 13 | \$ 1,261 |
| Subtotal: | 959 | | \$ 12,467 |
| Wall Studs | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 1,705 Lin FT | 0.65 | \$ 1,108 |
| DHEC | 1,033 Lin FT | 0.65 | \$ 671 |
| Vital Records | 165 Lin FT | 0.65 | \$ 107 |
| Coroner | 350 Lin FT | 0.65 | \$ 228 |
| Subtotal: | 3,253 | | \$ 2,114 |
| Floor Demolition | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 49,617 SQFT | 1 | \$ 49,617 |
| DHEC | 25,179 SQFT | 1 | \$ 25,179 |
| Vital Records | 1,980 SQFT | 1 | \$ 1,980 |
| Coroner | 7,297 SQFT | 1 | \$ 7,297 |
| Subtotal: | 84,073 | | \$ 84,073 |
| Carpet | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 36,909 SQFT | 1.22 | \$ 45,029 |
| DHEC | 20,144 SQFT | 1.22 | \$ 24,576 |
| Vital Records | 1,584 SQFT | 1.22 | \$ 1,932 |
| Coroner | 5,838 SQFT | 1.22 | \$ 7,122 |
| Subtotal: | 64,475 | | \$ 78,660 |
| Hallways | | | |
| DAODAS (1st, 2nd, and 3rd Floor) | 9,227 SQFT | 5 | \$ 46,136 |
| DHEC | 5,036 SQFT | 5 | \$ 25,180 |
| Vital Records | 396 SQFT | 5 | \$ 1,980 |
| Coroner | 1,460 SQFT | 5 | \$ 7,300 |
| Subtotal: | 16,119 | | \$ 80,596 |

E x F - Cont
Chicora Life Center
Charleston County Renovations

Prepared: 01/31/2014

| Description | Unit | Cost Per Unit | Total Cost |
|-------------------------------|----------------|---------------|-------------------|
| Common Area Renovation | | | |
| Common Area Floor Demolition | 70,000 SQFT | 1 | \$ 70,000 |
| Common Area Floor Renovation | 70,000 SQFT | 5 | \$ 350,000 |
| Common Area Paint | 378 gallons | 13 | \$ 4,914 |
| Subtotal: | 140,378 | | \$ 424,914 |

| | | | |
|---------------------------------|---------------|------|-------------------|
| Ceilings, Lighting, Tile | | | |
| Ceiling Tiles | 6,866 SQFT | 0.6 | \$ 4,120 |
| Lights | 38,000 Bulbs | 2.05 | \$ 77,900 |
| Tile | 41,889 Lin FT | 2.5 | \$ 104,723 |
| Subtotal: | 86,755 | | \$ 186,742 |

| | | | |
|--|----------------|---------|-------------------|
| Labor | | | |
| Common Area and Hallway Floor Renovation | 430,596 SQFT | 0 | \$ |
| Carpet | 78,660 SQFT | 0.33333 | \$ 26,220 |
| Tile | 41,889 Lin FT | 0 | \$ |
| Paint | 377,000 SQFT | 0.25 | \$ 94,250 |
| Subtotal: | 628,145 | | \$ 120,470 |

Total Costs: \$ 1,000,290

| | | | |
|----------------------------|--|-----|-------------------|
| Other / Contingency | | | |
| Contingency | | 5% | \$ 50,014.52 |
| General Conditions | | 5% | \$ 50,014.52 |
| Overhead and Profit | | 10% | \$ 100,029.04 |
| [Other] | | | \$ |
| Subtotal: | | | \$ 200,058 |

| | |
|--------------------------|---------------------|
| Summary | |
| Wall Demolition | \$ 1,053 |
| Wall Board | \$ 9,202 |
| Paint | \$ 12,467 |
| Wall Studs | \$ 2,114 |
| Floor Demolition | \$ 84,073 |
| Carpet | \$ 78,660 |
| Hallways | \$ 80,596 |
| Common Area Renovation | \$ 424,914 |
| Ceilings, Lighting, Tile | \$ 186,742 |
| Labor | \$ 120,470 |
| Contingency | \$ 50,015 |
| General Conditions | \$ 50,015 |
| Overhead and Profit | \$ 100,029 |
| [Other] | \$ |
| Total: | \$ 1,200,348 |

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FIRST AMENDMENT TO LEASE
FOR 3600 RIVERS AVENUE

This First Amendment to Lease for 3600 Rivers Avenue ("Lease") is entered into this 30th day of December, 2014,

WHEREAS, the Chicora Life Center, LC ("Landlord"), and Charleston County ("Tenant") (collectively the "Parties") executed the Lease for the rental of a portion of 3600 Rivers Avenue located in North Charleston, South Carolina on June 30, 2014; and

WHEREAS, the Lease requires that certain improvements be completed by Landlord on or before January 1, 2015; and

WHEREAS, the Parties now wish to strike the January 1, 2015 date; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ITEM ONE: The Leased Premises availability date of *January 1, 2015*, provided in Paragraph 3 of Section 2 of the Lease entitled "*Terms, Effective Date, and Completion of Improvements*" shall be stricken.

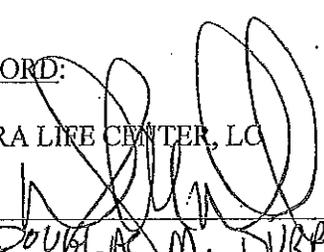
ITEM TWO: All other terms of the Lease and its attachments shall continue in full force and effect unless further amended by the Parties, or earlier terminated.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date and year first above written.

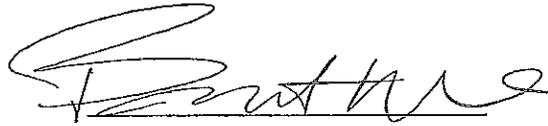
WITNESSES:

LANDLORD:

CHICORA LIFE CENTER, LC

By:  (SEAL)

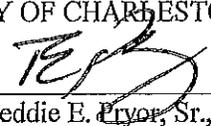
Name: DOUGLAS M. DURBAND
Title: MANAGER



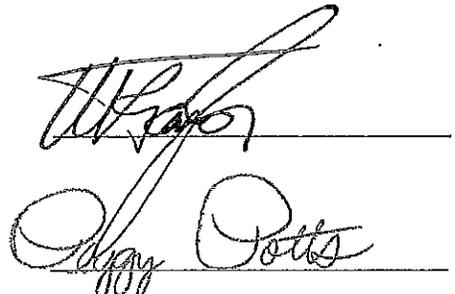


TENANT:

COUNTY OF CHARLESTON, SOUTH CAROLINA

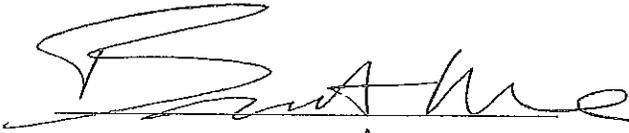
By: 

Name: Teddie E. Pryor, Sr.,
Title: Chairman, County Council



IN WITNESS WHEREOF, the parties have executed this Amendment dated the 5th day of January 2015.

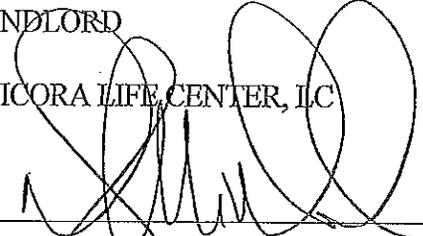
WITNESS



Ernest Babauta

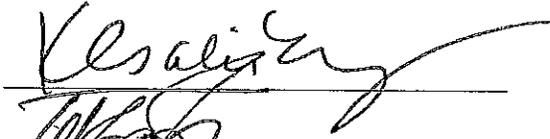
LANDLORD

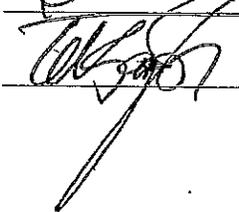
CHICORA LIFE CENTER, LLC

By: 

Its: Manager 1/5/14

WITNESS





TENANT

CHARLESTON COUNTY

By: 

Its: Charman

