AMENDMENT TO INVITATION TO BID

The offer deadline for 2221 Devine Street has been extended to 4:00 PM on Thursday August 16, 2018. Additionally, earnest money checks will **NOT** be required to make an initial offer, but required earnest money will be due with all best & final submissions. All other terms and conditions remain.

Unique Columbia Property Acquisition Opportunity –
INVITATION TO BID

As of today, the following Department of Administration (Owner) properties are available for purchase.

Acreage	Location	Tax Map #
±2.74 Acres	2221 Devine Street Columbia, SC 29205	Richland County Tax Map #R11312-02-03
±0.08 Acres		Richland County Tax Map #R11312-02-09

Further described as "The Property"

Prospective buyers may submit offers to purchase The Property.

The State of South Carolina intends to relocate the existing tenants of 2221 Devine Street to a leased space following a successful closing of this transaction. The State of South Carolina shall have an option to lease the property for not more than six (6) months at a rate of $11.29 per square foot commencing on the closing date. Tenant will be responsible for operating expenses with the exception of taxes and insurance. Landlord will be responsible for taxes, insurance and any capital expenditures. While other terms and conditions of the lease shall be further defined and attached to the purchase and sale agreement, the lease must be in substantially the same form as the lease attached hereto as Exhibit A.

Offers must be submitted on the attached Offer Submission Form to Lindsey Riehl with CBRE (Agent) electronically at Lindsey.Riehl@cbre.com, with original hard copies and earnest money mailed to:

CBRE Inc.
Attn: Lindsey Riehl
1333 Main Street
Suite 210
Columbia, SC 29201

Electronic copies must be received no later than **August 15, 2018**. Earnest money must be made out to SC Department of Administration in the form of cashier's or certified check and the original hard copies and earnest money must be postmarked no later than August 15, 2018.

The Offeror shall assume full responsibility for timely delivery of their offer to the location designated for receipt of offer.

The Owner may accept an offer subject to contingencies; however, in its sole discretion, the Owner reserves the right to discount the value of an offer due to the number and impact of any contingencies incorporated within the offer. Neither the Owner nor its Agent shall be required to assist any prospective Offeror with the procurement of satisfaction of any contingencies contained within an offer.

The Owner reserves the right to consider the offering price, any conditions of the offer, the financial ability of the prospective purchaser and any other matters believed by the Owner to be germane in considering any offer. Purchase price is NOT the only consideration in the sale of this property.

THE OWNER HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS.
This invitation to submit offers is not an offer to sell and does not constitute or create any obligation of any nature on the part of the Owner. The successful Offeror will be determined by a committee including representation from the SC Department of Administration, and pending approval of the State Fiscal Accountability Authority. The successful Offeror will be required to enter into a Contract for the Purchase and Sale of Real Property in substantially the same form as the attached Exhibit B.

The Owner will deliver the property to the purchaser in "as is" condition by a quitclaim deed. The sale is subject to all rights-of-way, easements of record, and other matters affecting title whether recorded or not and to any-and-all governmental laws and ordinances applicable to The Property. The State will have the right to terminate the contract if for any reason they are unable to successfully execute a lease agreement at the tenants' intended new location. If the State elects to terminate the contract due to being unable to relocate the tenant, the State will return any earnest money previously received.

All information contained within this invitation to submit offers is believed to be accurate but is not guaranteed by the Owner or its Agent.

All interested persons visiting or viewing the property may do so at their own risk and must assume all risk connected therewith, including but not limited to the obligation to indemnify and hold harmless the Owner from any loss Owner may experience as a result of the person(s) visiting or viewing the property.

The Department of Administration's Agent, CBRE, will make itself available to assist in any way possible as you consider the submission of an offer on the property. **For information or to coordinate a site visit, you may contact Lindsey Riehl with CBRE at Lindsey.Riehl@cbre.com**.

OFFER SUBMISSION FORM

Offeror: _____

Agent/Representative: _____

Address: _____

Date: _____ **Telephone:** _____

Property Name	# of Days for Inspection Period if Any	# of Days to Close	Offer Amount
2221 Devine St, further described as Richland County Tax Map #R11312-02-03 and #R11212-02-09, Columbia, SC 29205			

The Offeror herewith deposits with the Agent, as earnest money on the purchase of the above described property (the "Property"), a cashier's or certified check made payable to the **SC Department of Administration**, the amount of five (5%) percent of the offer, to be applied to the purchase price if this offer is accepted by the Owner. The balance of the purchase price is due and payable by the Offeror to the Owner at the closing. Payment shall be by cashier's or certified check.

In the event the offer is rejected, the deposit shall be mailed in full to the Offeror, without interest, within ten (10) days of the rejection. In the event the Offeror defaults hereunder and fails to comply with the terms of this offer, the Offeror hereby agrees that the earnest money paid by the Offeror shall be retained by Owner as damages and the Owner may pursue any rights or causes of action available against the Offeror. In the event of default in the performance of any of the obligations of the Owner pursuant to this invitation to submit offers, the Offeror shall be entitled to terminate this offer by written notice to the Owner and receive a refund of the earnest money, but the Offeror shall otherwise have no further rights against the Owner.

UPON ACCEPTANCE of this offer by the Owner, the Offeror will be required to execute a Contract for Purchase and Sale of Real Property ("Contract") in substantially the same form attached in **Exhibit B**. Any exceptions to the Contract should be included in the Offeror's offer and will be at the Owner's discretion as to acceptability.

The Offeror hereby offers to pay for the Property in the amount offered, upon the following terms and conditions and subject to the Terms and Conditions set forth in the Invitation to Bid and incorporated herein:

The closing of the sale of the Property shall take place in accordance with the number of days specified in the Offer Submission Form ("Closing"), time being of the essence.

Owner is selling the Property in "As-is" condition without any representation regarding the Property's condition, environmental or otherwise. Prior to Closing, the Offeror shall have the right to enter upon and inspect the Property, subject to the agreement of indemnification as set forth in Exhibit C, attached hereto, and to have the same tested for toxic or other hazardous substances and otherwise make such physical inspections and analysis as the Offeror shall deem necessary or appropriate.

As part of bid submission, the Offeror shall sign **Exhibit C.**

The Property shall be conveyed by the Owner to the Offeror at the Closing in "as is" condition. Said conveyance shall be by quitclaim deed, subject to all rights-of-way, leases, easements, restrictions of record and all other matters affecting title whether recorded or not, and to any and all laws and ordinances applicable to the Property.

All rents, expenses, and costs from the Property shall be prorated as of the closing date with the Offeror being responsible for, and paying when due, any and all taxes on the Property due from and after the closing date. All transfer taxes and fees and rollback taxes, if applicable, shall be the responsibility of the Offeror.

All risks of loss prior to Closing shall be borne by the Owner after which said risks shall be borne by the Offeror. The Offeror shall pay all documentary stamp taxes due as a result of the sale.

The Offeror shall be responsible for, and shall pay when due, any and all assessments relating to the Property which are made after the bid date.

This offer, the attached Invitation to Bid and exhibits contain all of the terms and conditions of the Offeror's offer to purchase the Property and there are no other written or oral agreements or understandings between the Offeror, Owner, and Agent in regard to this offer or to the Property.

Exhibit "A" (Lease), Exhibit "B" (Purchase and Sale Contract), Exhibit "C" (Acknowledgement of Inspection and Testing Opportunity), referred to in this offeror are incorporated herein and made a part hereof.

Any contingencies Offeror wishes to have considered (including any reasonable period of time Offeror believes necessary to conduct due diligence investigations):

_____

_____

_____

_____

_____

In The Presence Of:

_____ _____

Witness Offeror's Signature

_____

(Print Name)

EXHIBIT A
GOVERNMENTAL REAL ESTATE LEASE

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

ARTICLE 1 - DEMISE OF PREMISES

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

ARTICLE 2 - TERM

2.1. The term of this Lease shall be ___ (___) months beginning on ___, ___, (the "Commencement Date") and, unless terminated or extended, shall end on ___, ___, (the "Termination Date").

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord at the rate of $11.29 per rentable square foot (rounded), $___, payable in advance on or before the tenth (10th) day of each consecutive calendar month. Basic Rent shall be payable monthly in the amounts set forth on the Rent Schedule in this subparagraph.

PERIOD: FROM - TO	TOTAL RENT	MONTHLY RENT	RENT PER SF
	$	$	$
	$	$	$
	$	$	$
	$	$	$

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

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

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at:

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the commencement date of this Lease, Tenant plans to use the Demised Premises for office use.

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

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

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

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

ARTICLE 6 - SERVICES

6.1. Tenant shall be responsible for all maintenance and operating expenses with the exception of taxes and insurance. Landlord shall be responsible for all taxes, insurance and capital projects.

ARTICLE 7 – LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

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

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

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

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

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least

thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

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

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

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements;

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

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

(l) Landlord represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA standards; and

(m) Landlord shall provide a floor plan to scale of the Demised Premises as occupied by the agency at the commencement of the lease within thirty (30) days of Tenant's occupancy.

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

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

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

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

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

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

ARTICLE 9 - ARCHITECTURAL BARRIERS

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

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Intentionally Omitted.

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

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

ARTICLE 11 - CONDEMNATION AND CASUALTY

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

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

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

be completed within ninety (90) days of the occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

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

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

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. The policy shall provide for 6 months loss rent coverage.

12.2. Landlord shall pay real estate taxes assessed against the Land and Building when due.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

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

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

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

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease by giving sixty (30) days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises to relocate to a building owned or otherwise controlled by the State of South Carolina or any County or City in the State of South Carolina.

13.3. Tenant shall have the right to reduce the size of the Demised Premises during the term of the lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least thirty (30) days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 14 - EXEMPTIONS

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

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

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

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

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

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

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16- MINOR REPAIRS

INTENTIONALLY OMITTED

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

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

ARTICLE 19 - AMENDMENTS

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

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot/parking garage surrounding the Building.

ARTICLE 22 - MISCELLANEOUS

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

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

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

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

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

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

22.7. Exhibit "A" (Floor Plans) referred to in this Lease is incorporated herein and made a part hereof.

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

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

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

WITNESS:

(witness signature)

LANDLORD:

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS:

(witness signature)

TENANT:

(signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2016. This Lease was approved by the Joint Bond Review Committee at its _____, 2016 meeting and by the State Fiscal Accountability Authority at its _____, 2016 meeting.

Ashlie Lancaster
Director

EXHIBIT "A"

FLOOR PLANS

EXHIBIT B

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between the State of South Carolina, by and through the Department of Administration (the "Seller"), and_____ _____(the "Buyer"). The effective date of this Contract shall be the latest date of a party's execution of this Contract ("Effective Date").

STATEMENT OF PURPOSE

Seller proposes to convey by quitclaim deed that certain tract of land and related improvements located in Richland County, South Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property, as hereafter defined, upon the terms and conditions contained in this Contract. Seller is willing to sell and convey the Property, as hereafter defined, pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, subject to the terms and conditions of this Contract, and in consideration of the premises and the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Description of Property. The property now owned by the Seller which is the subject of this Contract is as follows:

All that certain piece, parcel or lot of land, being approximately 2.83± acres, with all improvements thereon, located at 2221 Devine Street in the City of Columbia, County of Richland, State of South Carolina, and being further described on the tax maps of Richland County at TMS R11312-02-03&09.

The real property described hereinabove includes all improvements and fixtures placed, constructed or installed on the Land ("Improvements"), and the real property and Improvements shall collectively be called the "Property".

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be _____ and No/100 Dollars ($_____). The Purchase Price shall be payable in certified U.S. funds as follows:

a. A good faith earnest money deposit and partial down payment of _____ and no/100 Dollars ($_____) (the "Deposit") which must be made payable to and received by the Seller within three (3) business days of the Effective Date will be applied to the Purchase Price at Closing.

b. The balance of the Purchase Price shall be payable by cashier's check, bank check or escrow account check at Closing, subject to price adjustments and prorations as hereinafter provided.

3. Survey. Buyer may cause a current or updated boundary and physical survey of the Property (the "Survey") to be prepared by a registered land surveyor acceptable to Buyer in accordance with such standards and requirements as Buyer shall reasonably request. Should Buyer elect to obtain a Survey, a description of the Property contained in the deed required by Paragraph 4 of this Contract shall be prepared from said Survey, as mutually agreeable to Buyer and Seller.

4. Title to the Property. At the Closing, Seller shall deliver to Buyer a quitclaim deed in form and content reasonably satisfactory to Buyer's counsel, conveying to Buyer its interest in the Land, its appurtenances and improvements, and subject to all rights-of-way, easements, restrictions of record and all other matters affecting title whether of record or not, and to any and all governmental laws and ordinances applicable to the Property. The Buyer shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing.

5. Inspections. Buyer shall have _____ (_____) days from the Effective Date to undertake certain necessary inspections, market studies and other studies related to the Property (the "**Inspection Period"**). Seller agrees to provide Buyer and its agents, employees and representatives full access to the Property and to cooperate with purchaser in connection with such inspections. Buyer shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property. **Property is being sold in "As-is" condition.** Buyer shall have the right to terminate this Contract at any time during the Inspection Period for any reason whatsoever. If Buyer elects to terminate the Contract during the Inspection Period as provided herein, Seller shall return to Buyer the Deposit. Said Deposit shall become non-refundable at the expiration of the Inspection Period.

6. Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before _____ (_____) days after the expiration of the Inspection Period, time being of the essence. The date of the Closing shall be referred to herein as the "Closing Date."

7. Closing Conditions. The obligations of Buyer under this Contract are in all respects conditioned upon and subject to there being no pending or proposed application for any rezoning or change in zoning not consented to by Buyer.

8. Closing Costs. Seller shall pay for the preparation of the Deed. Buyer shall be responsible for all closing costs, transfer taxes associated with the transaction, deed stamps, recording and documentary fees, and any instruments to be recorded under the terms of this Contract with respect to the Property, as well as title examination fees and the title insurance premiums. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

9. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs ("Closing Date") as follows:

a. Buyer shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year from and after the Closing Date.

b. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall, not more than one (1) day prior to the Closing Date, use its good faith efforts to cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Buyer shall be liable for and shall pay all utility bills for services rendered after such meter readings and after the Closing Date.

10. Brokerage Commission.

a. Seller and Buyer mutually acknowledge that they have dealt with the State's broker in this transaction, and Buyer acknowledges it has been provided all necessary agency disclosure forms.

b. Buyer acknowledges that, to the extent applicable, any and all fees due to Buyer's broker are the sole responsibility of Buyer and will not reduce the agreed upon Purchase Price.

11. Eminent Domain. If, prior to the Closing Date, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

12. Closing Documents.

a. At Closing, the Seller shall deliver to Buyer (or Closing Attorney, if any):

i. a duly executed and acknowledged quitclaim deed in recordable form conveying the Property satisfactory to Buyer; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract as may be reasonably requested by Buyer or Buyer's counsel.

b. At Closing, Buyer shall deliver to Seller:

i. the cash portion of the Purchase Price as determined pursuant to Section 2 above; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or as may be reasonably requested by Seller or Seller's counsel.

13. Escrow of Deposit. The Deposit shall be held in escrow (the "Escrow") by Seller subject to the terms and provisions of this Contract. At Closing, in accordance with the terms of this Contract, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

14. Assignment. This Contract shall not be assigned by Seller. This Contract shall be freely assignable to an affiliate of Buyer without the consent of Seller. Any other assignment of this Contract by Buyer shall be subject to the consent of the Seller.

15. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer, as its sole remedy, shall have the right to terminate this Contract (and receive a full refund of the Deposit) by giving written notice to Seller.

b. In the event of a default or breach thereof by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages. Notwithstanding the foregoing or anything herein to the contrary, Seller retains the right to enforce this Contract according to law.

16. Entry. Buyer shall have the right to enter upon the Property at reasonable times without Seller's prior consent after the Effective Date of this Contract for any purpose including but not limited to site planning, surveying and environmental inspections. At Closing, Seller shall provide Buyer with keys and alarm system codes (if applicable) for the Property. Buyer shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property.

17. The parties agree and understand this Contract is subject to and contingent upon all requisite approvals pursuant to South Carolina Code of Laws §1-11-65 and the Iran Divestment Act. In the event the Seller shall be unable to convey title satisfactory to Buyer in accordance with the terms of this Contract, the Seller will not be required to bring any action or proceeding or otherwise to incur any expense to render the title satisfactory. The sole obligation of the Seller shall be to cancel this Contract in which event the Deposit shall be returned to the Buyer.

18. Lease. Buyer, at Seller's sole and absolute discretion, agrees to enter into a Lease Agreement for the Property with Seller for up to six (6) months from the date of closing at a rate of $11.29/SF with Seller responsible for all operating costs with the exception of taxes and insurance.

19. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service); (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested; or (iii) sent via electronic mail to the party's address specified in this Contract if sent during normal business hours on a Business Day (or on the next Business Day if sent via electronic mail after the close of normal business hours or on a non-Business Day). When a party sends notice via electronic mail they shall promptly thereafter send a hard copy via either option (i) or (ii) as provided herein and addressed as follows:

SELLER: State of South Carolina
c/o Department of Administration
1200 Senate Street, Suite 460
Columbia, SC 29201
Attention: Real Property Services
Email: Linda.Gordon@admin.sc.gov

BUYER: _____
_____
_____
_____

Attention: _____

Email: _____

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

b. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Contract and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Saturdays, Sundays, Holidays. If any date called for under this Contract falls on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("non-Business Day"), such date shall be extended to the next day not falling on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("Business Day").

f. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

g. No Offer. The parties agree that the submission of this Contract for review or execution by one party to the other does not constitute an offer to sell or purchase the Property, and that this Contract shall not be valid, binding or enforceable until duly and fully executed by all parties hereto.

h. Authority. All signatories to this Contract have the full power and authority to enter into this Contract.

i. The execution, delivery and performance of this Contract will not result in the breach of or constitute a default under the provisions of any agreement to which the Buyer or Seller is a party, or by which it or its property is bound or affected.

j. Any prior agreement between the parties or that their respective affiliates with respect subject to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements this Contract shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

k. This Contract may be executed in counterparts, all of which together shall comprise one and the same instrument.

l. This Contract cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

m. Time is of the essence in all provisions of this Contract.

19. Closing Attorney. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, ("Closing Attorney") Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to sign a Conflict of Interest Disclosure to allow the Closing Attorney to close the within transaction.

SIGNATURES ON SEPARATE PAGES

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this _____ day of _____, 20___.

WITNESSESS: _____ (Witness 1 signature) _____ (Witness 2 signature)	BUYER:_____ By: _____ Print Name:_____ Title: _____

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this _____ day of _____, 20___.

WITNESSES:

SELLER:

STATE OF SOUTH CAROLINA
BY AND THROUGH THE
DEPARTMENT OF ADMINISTRATION

By: Real Property Services

_____
(Witness 1 signature)

By: _____
Name: _____
Title: _____

_____
(Witness 2 signature)

EXHIBIT C

INDEMNIFICATION FOR INSPECTION AND TESTING OPPORTUNITY

Offeror agrees to indemnify and hold the Department of Administration, Division of Facilities Management and Property Services, harmless from any and all liability, damage, expense, claims, liens or judgments including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the acts, errors or omissions of Offeror, its agents, contractors, or invitees, upon the Property. Offeror will repair any damages caused by it or its agents, contractors or invitees to said Property at Offeror's sole cost and expense. Offeror understands and agrees that the Property is being sold in "As-is" condition without any representation regarding the Property's condition, environmental or otherwise.

Date_____

OFFEROR

_____

By: _____

Its: _____