

EXHIBIT A (LEGAL DESCRIPTION)

LAND DESCRIPTION

All that certain pieces, parcels or tracts of land with any improvements thereon, containing 26.38 acres, more or less, situated, lying and being in the County of Greenville, State of South Carolina, being shown more particularly on a plat prepared for South Carolina National Guard by dated June 29, 2011.

LAND DESCRIPTION - PARCEL "A"

Commencing at 1" Rod (o) at the intersection of the Southern right-of-way margin of Perimeter Road (S-1136) and the Western right-of-way margin of Connecticut Avenue, thence crossing Perimeter Road N 51°50'03" W for a distance of 71.50 feet to a 1/2" Rebar (n) thence running along the Northern right-of-way margin of Perimeter Road (S-1136) in a Easterly direction approximately 1,236 feet to a Calc point, this being the POINT OF BEGINNING 1 (P.O.B. 1); thence turning and running in a curved line of length 93.45 feet along Perimeter Road (S-1136) (curve of radius 797.30 feet, chord bearing of S 81°25'33" W, chord distance of 93.40 feet) to a 1/2" Rebar (n); thence turning and running in a curved line of length 196.93 feet along Perimeter Road (S-1136) (curve of radius 1894.10 feet, chord bearing of S 80°01'18" W, chord distance of 196.84 feet) to a 1/2" Rebar (n); thence turning and running S 75°44'51" W along Perimeter Road (S-1136) for a distance of 208.74 feet to a 1/2" Rebar (n); thence turning and running in a curved line of length 567.13 feet along Perimeter Road (S-1136) (curve of radius 2020.27 feet, chord bearing of S 67°21'03" W, chord distance of 565.27 feet) to a 1/2" Rebar (n); thence turning and running N 26°37'01" W along the property of now or formerly Duke Power Company for a distance of 192.32 feet to a 5/8" Rebar (o); thence turning and running S 63°22'46" W along the property of now or formerly Duke Power Company for a distance of 5.52 feet to a Calc point; thence turning and running N 27°15'18" W along the property of now or formerly the City & County of Greenville for a distance of 104.58 feet to a Calc point; thence turning and running N 00°41'07" E along the property of now or formerly the City & County of Greenville for a distance of 358.08 feet to a Calc point; thence turning and running N 77°30'40" E along the property of now or formerly the City & County of Greenville for a distance of 1005.91 feet to a Calc point; thence turning and running N 67°58'44" E along the property of now or formerly the City & County of Greenville for a distance of 70.20 feet to a Calc point; thence turning and running S 10°07'30" E along the property of now or formerly the City & County of Greenville for a distance of 555.90 feet to a Calc point, the POINT OF BEGINNING 1 (P.O.B. 1).

LAND DESCRIPTION - PARCEL "B"

Commencing at 1" Rod (o) at the intersection of the Southern right-of-way margin of Perimeter Road (S-1136) and the Western right-of-way margin of Connecticut Avenue, thence crossing Perimeter Road N 51°50'03" W for a distance of 71.50 feet to a 1/2" Rebar (n) thence running along the Northern right-of-way margin of Perimeter Road (S-1136) in a Easterly direction approximately 1,306 feet to a Calc point, this being the POINT OF BEGINNING 2 (P.O.B. 2); thence turning and running in a curved line of length 369.29 feet along Perimeter Road (S-1136) (curve of radius 1078.37 feet, chord bearing of S 44°34'34" W, chord distance of 367.49 feet) to a 1/2" Rebar (n);

thence turning and running S 36°54'24" W along Perimeter Road (S-1136) for a distance of 218.98 feet to a 1/2" Rebar (n); thence turning and running in a curved line of length 182.20 feet along Perimeter Road (S-1136) (curve of radius 1120.89 feet, chord bearing of S 40°20'10" W, chord distance of 182.00 feet) to a 1/2" Rebar (n); thence turning and running in a curved line of length 367.30 feet along Perimeter Road (S-1136) (curve of radius 873.68 feet, chord bearing of S 57°09'40" W, chord distance of 364.61 feet) to a 1/2" Rebar (n); thence turning and running S 70°21'22" W along Perimeter Road (S-1136) for a distance of 197.10 feet to a Calc point; thence turning and running N 10°07'30" W along the property of now or formerly the City & County of Greenville for a distance of 569.60 feet to a Calc point; thence turning and running N 67°58'44" E along the property of now or formerly the City & County of Greenville for a distance of 535.92 feet to a Calc point; thence turning and running N 67°46'16" E along the property of now or formerly the City & County of Greenville for a distance of 337.83 feet to a Calc point; thence turning and running N 20°38'20" W along the property of now or formerly the City & County of Greenville for a distance of 97.60 feet to a Calc point; thence turning and running N 65°57'46" E along the property of now or formerly the City & County of Greenville for a distance of 312.91 feet to a Calc point; thence turning and running S 08°08'07" E along the property of now or formerly the City & County of Greenville for a distance of 271.42 feet to a Calc point, the POINT OF BEGINNING 2 (P.O.B. 2).

SOUTH CAROLINA TECHNOLOGY & AVIATION CENTER

LAND

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of _____, 2012 by and between the **COUNTY OF GREENVILLE**, 301 University Ridge, Greenville, SC 29601 and the **CITY OF GREENVILLE**, PO Box 2207, Greenville, SC 29602 hereinafter collectively called Landlord, and the, and **THE MILITARY DEPARTMENT OF THE STATE SOUTH CAROLINA, OFFICE OF THE ADJUTANT GENERAL**, 1 National Guard Road, Columbia, SC 29201 hereinafter called Tenant,

WITNESSETH:

1. **Demise**: In consideration of the payment by the Tenant of the rents hereinafter set forth and in further consideration of the prompt performance by the Tenant of each of the covenants on its part to be performed hereunder, the Landlord does hereby lease, let and demise unto the Tenant, its successors and assigns, the parcel of real estate situate in the South Carolina Technology and Aviation Center ("SC-TAC"), together with other improvements thereon, described on Exhibit A attached hereto and made a part hereof, (the "Premises").

To have and to hold the Premises, together with all appurtenances, rights, privileges and easements thereto belonging, or in any wise incident or appertaining upon the terms and conditions hereinafter set forth. Tenant acknowledges that it has inspected the land which is hereby accepted in "as is, where is" condition.

2. **Rent**: The rent for the twenty-five (25) year term and any renewal term shall be at the rate of one (\$1) dollar per year.

3. **Term**: The term and duration of this lease shall be for a period of twenty-five (25) years beginning on the date first written above, and ending on the twenty fifth (25th) anniversary thereof. Tenant shall have the option, after the initial twenty-five (25) year term, to renew this lease for up to one (1) additional twenty-five (25) year term by giving Landlord written notice thereof not less than 180 days prior to the expiration of the initial term or renewal term. Tenant may also terminate this Lease at any time during the initial term or any extended term for any reason and

without penalty.

4. Covenant of Title, Authority and Quiet Possession: Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full term, and that Landlord is lawfully seized of the Premises and has good leasehold title thereto.

Landlord further covenants that if the Tenant shall discharge the obligations herein to be performed by the Tenant, the Tenant shall have and enjoy, during the term hereof, the quiet and undisturbed possession of the Premises.

5. Taxes: Tenant, as part of the State/Federal Government, is exempt from all taxes, fees, and/or assessments which may arise in connection with the Premises, the use of the Premises or any part thereof except for governmental fees, whether extraordinary or ordinary and whether or not presently contemplated by the parties imposed by the County of Greenville and the City of Greenville, which shall or may be imposed on, arise in connection with the premises, the use of the premises or any part thereof.

6. Utilities: The Tenant shall be solely liable for the payment of utility charges as they become due including those for sewer, water, gas, electricity and telephone services. All applications and connections for utility services shall be made and carried in the name of the Tenant only.

The Landlord makes no representation with respect to the availability, volume or capacity of any utilities which may be required by the Tenant and assumes no responsibility for providing utility services.

7. Construction: Tenant agrees to construct a Maintenance Facility and a Readiness Center more particularly described on the Site Plan attached hereto as Exhibit B (Site Plan). These facilities shall be constructed in accordance with the SC-TAC Building Covenants attached hereto as Exhibit C.

8. Alteration and Additions: The Tenant, with the prior written consent of Landlord, shall have the right, during the continuance of this lease, to make alterations, additions or improvements to the Land and Premises, all at its own expense and at no cost to the Landlord. All alterations, additions or improvements shall become a part of the Premises and belong to the Landlord, without compensation to the Tenant, at the expiration of this lease. Such alterations, additions or improvements shall not be in conflict with the rules and regulations of the SC-TAC Building Covenants described in Exhibit C, or any governmental authority having jurisdiction thereof. .

Tenant has the right to remove any and all fixtures, additions and improvements at the expiration or termination of the lease. Any fixtures, additions and improvements left on the land by Tenant shall become a part of the Premises and belong to the Landlord without compensation to the Tenant.

9. Damage or Destruction: In the event that the improvements constructed on the Premises shall be partially damaged or wholly destroyed by fire or other casualty, the Tenant may elect (a) to repair or rebuild the improvements, or (b) to remove the damaged improvements, clear the site and restore the Premises to its former condition. Tenant shall repair, rebuild or demolish the improvements and restore the Premises within a reasonable time after the casualty.

10. Repair and Maintenance: Tenant shall continually maintain all improvements constructed on the Premises in a good state of repair, properly painted and professional in appearance throughout the term of this lease and any renewal period. Landlord shall have no obligation to repair or maintain any portion of the improvements.

11. Property at Risk of Tenant: The Premises and all improvements of every kind which may be on the Premises during the term hereof, and Tenant's activities conducted thereon, shall be at the sole risk of Tenant or those claiming under Tenant, and Landlord shall not be liable to Tenant, or any other person whatsoever for any injury, loss or damages to any person or property, in or upon the Premises unless due to the Landlord's breach of this Agreement or Landlord's contributory negligence or fault.

12. Environmental: Tenant agrees that its operations on the Premises will not violate any federal, state or local laws, rules or ordinances for environmental protection, including, but not limited to, the following: Federal Clean Air Act, 42 U.S.C. § 1857 et seq.; Federal Clean Water Act, 33 U.S.C. § 1151 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921 et seq.; Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "SUPERFUND"), 42 U.S.C. § 9601 et seq.; National Environmental Policy Act, 42 U.S.C. § 1857 et seq.; regulations of the Environmental Protection Agency (40 CFR, Chapters 373, 380 and 403; and the South Carolina Hazardous Substance Act, S.C. Code § 23-39-10, et seq.

Tenant shall not cause or permit to continue any release of hazardous materials other than those licensed or permitted by governmental agencies or by applicable law or regulations. Should Tenant cause or permit any release of hazardous materials onto the surface or into the subsurface of the Premises resulting in damage to soil, surface water, ground water, flora or fauna on the Premises, within any streams or waters, or on adjacent properties, Tenant shall notify Landlord and the appropriate governmental agencies.

13. Ordinances: The Tenant shall, at its own cost and expense, promptly observe and keep all laws, rules, orders, ordinances and regulations of the Federal, State and City Governments and all departments and bureaus thereof, and those of any other competent authority applicable to the Premises, as well as to all repairs and alterations which may be made thereon, and also, at its cost and expense, shall comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters or of any similarly constituted body, and will use no part of Premises for any unlawful purpose.

14. Condemnation. If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or in the event of a partial taking (or purchase) which results in the Premises being rendered unusable for the purposes for which Tenant is using the Premises immediately prior thereto and it is not economically feasible for Landlord to restore the improvements thereon, then this lease shall automatically terminate as of the date of any such total or partial taking and the rentals due hereunder shall be adjusted to the date thereof. In the event of a partial taking not resulting in termination of this lease as aforesaid, Landlord shall, at its own cost and expense, make all repairs to the buildings and improvements affected by such

taking to the extent necessary to restore the same to a complete architectural unit (taking into consideration the amount of land remaining after such taking); provided, however, that Landlord shall not be obligated to expend an amount in excess of the proceeds of the net award available to Landlord for such purposes. Provided, however, in the event any material partial taking shall occur at any time during the last two years of the initial or any renewal term hereof, then both Landlord and Tenant each shall have the right, but not the obligation, to terminate this lease by giving thirty (30) days prior written notice thereof to the other within thirty (30) days after the date of such taking, with rentals to be adjusted to date of termination. In the event of any taking of the Premises, the parties agree to cooperate in applying for and in prosecuting any claim therefore and the aggregate net award after deducting reasonable expenses, costs and attorney's fees incurred in connection therewith, shall be paid to Landlord and Tenant as their respective interests may appear.

15. Temporary Possession by Government Agency: If, during the term of this Agreement, the Federal government or any other governmental agency acquires temporary possession of all or any part of the Premises by virtue of any law now or hereafter in effect which materially interferes with the Tenant's use or occupancy of all or any portion of the Premises, this agreement shall not terminate, but shall remain in full force and effect.

16. Use, Occupancy and Compliance with Regulations: The Premises shall be used solely for the support of National Guard (military) operations, and Natural Disaster Response, as directed by the U. S. Federal Government or the State of South Carolina. The Tenant expressly agrees that its use and occupancy of the Premises shall be subject to the Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in the Industrial and Warehouse District, South Carolina Technology and Aviation Center, Greenville County, South Carolina SC-TAC Building Covenants described on Exhibit C, as the same may be amended. Landlord covenants that the restrictions, covenants and conditions permit Tenant to carry on all of the business activities set forth in this paragraph.

As a necessary condition to the nature of its activities, the Tenant may require restricted access due to National Security and U. S. Federal Force Protection regulations. The Tenant, in the operation and use of the Premises, will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner

prohibited by Federal or State laws or regulations. Noncompliance shall constitute a material breach of this lease and, in the event of such noncompliance, the Federal or State government or the Landlord shall have the right to take such action as may be required to enforce compliance.

The Tenant further agrees that all waste products emptied into the septic tank system or sewer disposal lines or plants will conform to the requirements and standards of the Renewable Water Resources (ReWa).

17. Federal Use of Premises: The Landlord shall have the right to enter into agreements with respect to the application for funds to improve SC-TAC in general, but not solely for the improvements of the Premises, during the Term hereof. The Tenant acknowledges that this Lease and the Premises may be subject to the terms and conditions of such agreements, including assignment of income from Landlord to third parties; however, in no event, except as specifically provided herein, shall an agreement between SC-TAC and third parties amount to a partial or total eviction of the Tenant or amount of use of the Premises.

18. Default and Remedies: In the event that Tenant fails to comply with any material term or condition of this Lease (a Default) and such Default continues for more than thirty (30) days after written notice thereof to Tenant, Landlord shall have the right to terminate this lease. Provided, however, that if such Default cannot be cured within the thirty (30) day period, Tenant shall have a reasonable time thereafter within which to cure such Default, to be agreed upon by Landlord and Tenant.

19. Assignment and Subletting: The Tenant may not assign this lease or sublet any part of the Premises.

20. Notice: All notices provided for in this lease shall be sent by registered or certified mail to the Landlord and Tenant at the following addresses, unless a different address shall be designated in writing by the parties:

Landlord: County of Greenville
City of Greenville
c/o President, SC-TAC
2 Exchange Street
Greenville, South Carolina 29605

Tenant: The Military Department of the State of South Carolina
Office of the Adjutant General
Construction & Facilities Management Office
1 National Guard Road
Columbia, SC 29201-4766

21. Nature and Extent of Agreement : This lease agreement sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change or addition to this agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by each.

Paragraph headings and sub-headings throughout this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

For words used in this lease agreement, the use of one gender shall include the other gender, and the singular shall include the plural, or the plural shall mean the singular, as the case may be. Should any provision of this lease be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

This lease shall be construed according to the laws of the State of South Carolina.

In the event that the terms and provisions of this lease, including the collection of rents, shall be enforced through legal proceedings, the prevailing party in such proceedings shall be entitled to recover from the other all costs of the action, together with its reasonable attorney fees.

Should the Landlord be made a party to any litigation or legal proceeding arising out of the Tenants use of the Premises (without fault of the Landlord), the Tenant shall pay to Landlord, all costs incurred by the Landlord, including reasonable attorney fees.

To the extent this Lease Agreement conflicts with the SC-TAC Covenants, the SC-TAC Covenants shall control.

This Lease Agreement may be executed in any number of counterparts, together which shall constitute one and the same instrument and any of the parties hereto may execute this Lease Agreement by signing such counterpart in the original, or by facsimile transmission.

22. Inspection and Advertisement. The Landlord shall have the right during the continuance of this lease at all reasonable times to enter and inspect the Premises and improvements in order to exercise any right or power reserved to the Landlord under the terms and provisions hereof; and during the last six (6) months of the term, Landlord shall have the right to show the Premises to prospective tenants or buyers and display about the Premises the usual signs advertising the sale or lease thereof.

23. Notwithstanding anything set forth herein to the contrary, Landlord shall have the right to terminate this Lease in the event that Tenant abandons the Premises or ceases to operate. The foregoing provision shall not apply to circumstances under which the unit might be temporarily deployed for duty in another location so long as Tenant intends to continue to operate the facility when the deployment is completed.

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