

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF GREENVILLE )**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between: County of Greenville (“Landlord”) having an address at: 301 University Ridge, Suite 2400, Greenville, South Carolina, 29601 and AARP Foundation/Senior Community Service Employment Program (“Tenant”) having an address at: 601 E. Street NW, Washington, D.C. 20049

**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, premises (the “Demised Premises”) consisting of 1,101 square feet of the building known as County Square (the “Building”) located at 301 University Ridge, Suite 5550 Greenville County, South Carolina (the “Land”) at a rate of \$12.00/square foot, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

**ARTICLE 2 - TERMS**

2.1. The term of this Lease shall be Twelve (12) months (the “Initial Term”) beginning on July 1, 2014, (the “Commencement Date”) and, unless terminated or extended, shall end on June 30, 2015, (the “Termination Date”). Provided there is no continuing event of default hereunder by Tenant, Tenant shall have the right with County Administrator’s approval the right to extend the term of this lease for up to three (3) additional one (1) year term (the “Extended Term”) upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant’s intent to extend the then existing term at least six (6) months prior to the expiration of the then existing term.

**ARTICLE 3 - BASIC RENT**

3.1. Tenant shall pay rent (the “Basic Rent”) to Landlord during the Initial Term in the annual aggregate amount of \$13,212.00, payable in equal monthly installments of \$1,101.00 in advance on or before the tenth (10th) day of each consecutive calendar month of the Initial Term. Basic Rent for the Initial Term shall be in the amounts set forth on Schedule “A” annexed hereto and made a part hereof.

3.2. All 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.

#### **ARTICLE 4 - USE**

4.1. Tenant shall have the right to use the Demised Premises for Office Space.

4.2. If during the Initial Term or any Extended Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or uneconomical 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.

4.3 Usage of the County Square facilities pursuant to this lease agreement is intended solely for the use of **Tenant**. Any use of office and/or meeting space, other than during normal business hours, by groups or individuals other than **Tenant** is not permitted under this agreement.

#### **ARTICLE 5 - ASSIGNMENT AND SUBLETTING**

5.1. Tenant shall have the right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity or affiliate of tenant, and, with the prior written consent of Landlord, which shall not be unreasonably withheld conditioned or delayed, 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 sublessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

#### **ARTICLE 6 - SERVICES**

6.1. The services provided by the Landlord to Tenant as part of basic rent and additional rent, if any, shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, janitorial service, security service, grounds maintenance and any other service necessary to maintain and operate all building and site improvements.

6.2. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers

thereof. If such option is exercised, Tenant shall notify the Landlord in writing and basic rent shall be adjusted to exclude those services separately metered.

6.3 The Landlord agrees to furnish such services between the hours of 8:00 A.M. and 6:00 P.M. on Monday through Friday, provided, however, that the Landlord will not be liable for suspension or delays in furnishing such services caused by the breakdown of the affected system or for suspension or delays in maintenance and/or repair work to the affected system or for any cause or reason whatever beyond the control of the Landlord for a period not to exceed five (5) working days.

#### **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 this 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 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 as a first-class office building;

(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 a reasonable time after Landlord has notice of damage or the need for repair; and

(h) 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 by any other person, party or entity.

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 without notice or demand provided, however, that should any Basic 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 19 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. Tenant shall repair any damage caused by Tenant or its invitees.

(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. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld conditioned or delayed, 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.

10.2. 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 be 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, Landlord will promptly commence and complete Restoration of the Building and the Demised Premises.

11.3. If 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 Restorations should have been completed, or (b) the date on which Landlord advises Tenant that the Restorations cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and any 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 pursuant to subparagraph 11.3 of this Lease, Basic Rent and any 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 any 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 – INDEMNIFICATION**

12.1. Tenant agrees to indemnify and save Landlord harmless, except in the event of negligence on the part of Landlord, its employees or agents, against any and all claims, demands,

costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of the business conducted by the Tenant in the Demised Premises or from any breach or default on the part of the Tenant, its agents, contractors, servants, employees, sublessees, concessionaires, or licensees, in or about the Demised Premised. In the case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action of proceeding by counsel reasonably satisfactory to Landlord.

12.2. All property kept, stored or maintained in the Demised Premises shall be so kept, stored or maintained at the sole risk of Tenant.

### **ARTICLE 13 - INSURANCE**

13.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire 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. Landlord is not responsible for providing liability insurance or property insurance on any personal or other property brought into the building or on the premises by Tenant, its employees, agents, contractors, licensees, and invitees.

13.2 Tenant agrees to procure and maintain a policy or policies of insurance, at its own cost and expense, insuring against claims, demands, or actions for bodily injury subject to a minimum limit of liability of \$1,000,000 each occurrence made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Demised Premises. Tenant shall provide to Landlord at commencement of the term of this Lease Agreement duly executed certificate or certificates of insurance as satisfactory evidence of such insurance, and certificate(s) shall contain an undertaking by the Insurer to give Landlord not less than thirty (30) days written notice of any cancellation, non-renewal or change in scope or amount of coverage of such policy.

### **ARTICLE 14 – SECURITY**

14.1. Landlord shall not be liable to Tenant for the theft or loss of, or damage to, any personal or other property brought into the building or on the premises by Tenant, its employees,

agents, contractors, licensees, and invitees.

#### **ARTICLE 15 - TENANT CANCELLATION PRIVILEGE**

15.1. 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 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 the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or
- (b) 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.
- (c) If Tenant loses funding for operations perform at this location

15.2. In addition to the cancellation privileges set forth in subparagraph 15.1, Tenant shall also have the right to cancel this Lease at any time after the first six (6) months of the Initial Term by giving 120 days written notice to Landlord of Tenant's intention to vacate the Demised Premises.

#### **ARTICLE 16 - EXEMPTIONS**

16.1. 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) 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.
- (c) Liquidated or punitive damages for any cause or reason;
- (d) Payment of any late charges or penalties for failure by Tenant to make payment of basic rent or any other charges payable to Landlord pursuant to this lease



## **ARTICLE 17 - SUBORDINATION AND NON-DISTURBANCE**

17.1. 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 mortgage.

## **ARTICLE 18 - MINOR REPAIRS**

18.1. If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$500, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, 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 19 - SURRENDER**

19.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in as good a state and condition as they were at the commencement of this lease, except for ordinary wear and tear, permitted additions, Improvements or alterations made

by Tenant and the results of any damage by the elements, 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 20 - NOTICES**

20.1. 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 delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease, with a copy to Tenant's council at AARP Office of General Council, 601 E. Street, NW Washington D.C. 20049

#### **ARTICLE 21 - AMENDMENTS**

21.1. 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 22 - HOLDOVER**

22.1. In the event Tenant shall remain in the Demised Premises after the Initial Term has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent in effect for the Initial Term 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 23 - MISCELLANEOUS**

23.1. If any provision of the 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.

23.2. 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.

23.3. 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.

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

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

23.6. 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.

23.7. Schedule "A" referred to in this Lease is incorporated herein and made a part hereof.

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

LANDLORD:  
COUNTY OF GREENVILLE

By: \_\_\_\_\_  
Herman G. Kiren, Chairman  
Greenville County Council

ATTEST:  
Herman G. Kirven, Jr.,  
\_\_\_\_\_  
Theresa B. Kizer  
Clerk to Council

By: \_\_\_\_\_  
Joseph M. Kernell  
County Administrator

\_\_\_\_\_  
Date

WITNESS:  
\_\_\_\_\_

TENANT:  
AARP Foundation.  
\_\_\_\_\_  
(Signature for tenant)

\_\_\_\_\_  
(Printed name and title of signatory)

\_\_\_\_\_  
Date

**SCHEDULE A**

<b><u>INITIAL TERM</u></b>	<b><u>DATE (FROM - TO)</u></b>	<b><u>ANNUAL RENT</u></b>	<b><u>MONTHLY RENT</u></b>	<b><u>RENT PERSF</u></b>
Year 1	__7/_1_/2014 - __6/_30_/2015	\$13,212.00	\$1,101.00	\$12.00