

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BASE LEASE AGREEMENT

This Base Lease Agreement dated as of July 1, 2020 (the “*Base Lease*”), by and between GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (hereafter called the “*Tenant*”) and GREENVILLE TECHNICAL COLLEGE AREA COMMISSION, a body politic and corporate of the State of South Carolina (hereinafter called the “*Landlord*”).

WITNESSETH:

Section 1. Premises. In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the Landlord hereby demises and rents unto the Tenant, and the Tenant hereby rents and hires from the Landlord, the premises described upon *Exhibit A* attached hereto and incorporated herein by reference, together with all improvements thereon (the “*Demised Premises*”), located in Greenville County, South Carolina.

The following additional stipulations, hereby declared to be conditions of this Base Lease, shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Base Lease and are mutually agreed upon by the parties.

Section 2. Term of Base Lease and Rental. The term of this Base Lease shall be for a period of approximately thirty (30) years and one month beginning as of the date of execution and delivery hereof, and ending on July 31, 2050. Rent during the term of the Base Lease shall be at the rate of One Dollar (\$1.00) per year.

Section 3. Title and Ownership. The Landlord represents and warrants that it has full power and authority to execute and enter into this Base Lease for the full term herein granted under the terms and conditions provided herein and that this Base Lease is a valid and binding obligation of the Landlord enforceable against the Landlord in accordance with its terms.

Section 4. Quiet Enjoyment. The Landlord covenants that the Tenant, on the performance of the terms and conditions of this Base Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the full term of this Base Lease.

Section 5. No Partnership or Joint Venture. Under no circumstances shall the Landlord and the Tenant be deemed or held to be partners or joint venturers in or concerning the Demised Premises.

Section 6. Mortgages of Leasehold Interest. The Tenant may not mortgage and/or sublease its leasehold interest in the Demised Premises without the prior written consent of the Landlord. Additionally, the Tenant covenants that this Base Lease shall not be subordinated to any mortgage placed on the

leasehold, nor shall the interests of the Landlord in the Demised Premises be subordinated to any mortgage placed on the leasehold; nor shall the Demised Premises be subject to attachment, levy and sale on account of any judgment, lien or claim whatsoever against the Tenant; provided, however, that any mortgagee under any leasehold mortgage consented to by the Landlord shall have the right under the leasehold mortgage to institute foreclosure proceedings to eliminate the interests of the Tenant and to succeed to the rights of the Tenant in the Demised Premises.

The Landlord agrees that if the Landlord shall become entitled to serve a notice of termination to end the term of this Base Lease upon occurrence of any default by the Tenant, the Landlord will, before serving such notice of termination, give to any leasehold mortgagee a further notice that a specific default remains unremedied and that the Landlord is entitled to serve notice of termination and the leasehold mortgagee shall have the right to remedy such default within the period of sixty (60) days after the service of such notice. Nothing hereunder or in any leasehold mortgage shall limit the right of the Landlord to recover possession of the Demised Premises for nonpayment of the rent or other proceeding or remedy available to it at any time after the occurrence of a default hereunder and the expiration of the period of time within which a leasehold mortgagee shall be entitled to remedy such default pursuant to the terms of this Base Lease.

Any failure by the Tenant or any subtenant to perform fully its obligation under any leasehold mortgage, which is not cured within any "cure period" provided therein, shall not be deemed a default under this Base Lease. The Landlord shall have the right to cure any default under any such leasehold mortgage and to exercise any other rights to which it may be entitled hereunder or by law.

Either party shall, without charge, at any time and from time to time hereafter within ten (10) days after written request to the other, certify by written instrument duly executed and acknowledged to any leasehold mortgagee or proposed leasehold mortgagee or any other person, firm or corporation specified in such request; (a) as to whether this Base Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Base Lease in accordance with its terms; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the terms of this Base Lease; or (f) as to any other matters as may be reasonably requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm or corporation to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on the party executing the same.

The Landlord agrees to consider in good faith any reasonable amendments hereto with regard to construction or permanent financing.

As used herein, the term "leasehold mortgage" shall include, but not be limited to, U.S. Bank National Association, the Trustee (the "**Trustee**"), in its capacity as trustee under the Trust Agreement between the Trustee and the University Center Public Facilities Corporation (the "**Corporation**") dated as of July 1, 2020 (the "**Trust Agreement**"), and the Trust Agreement shall constitute a leasehold mortgage.

Section 7. Insurance. The Demised Premises shall be insured as provided in the Public Facilities Purchase and Occupancy Agreement between the Corporation and the County dated July 1, 2020 (the "**Facilities Agreement**"), until the termination of this Base Lease.

The Landlord, during the remaining term of this Base Lease, shall at its expense provide adequate hazard, casualty, flood and multiple peril insurance to cover the Demised Premises. The Landlord shall provide the Tenant and the Corporation with copies of all insurance policies obtained in compliance with this Base Lease. The Tenant shall be named as an additional insured in all liability policies for such insurance until the termination of this Base Lease, and each year the Landlord will furnish the Tenant and the Corporation with evidence that such insurance is in effect. As far as hazard, casualty, flood and multiple peril insurance is concerned, the Landlord acknowledges that any leasehold mortgagee shall be made loss payee with respect to such policies. The Tenant shall be named as a loss payee in all policies for such insurance and each year the Landlord will furnish the Tenant and the Corporation with evidence that such insurance is in effect.

Section 8. Reconstruction. For the term of this Base Lease, in the event of damage to or destruction of the improvements erected on the Demised Premises, the Landlord, the Tenant and the Corporation shall be subject to such requirements as may be contained in the Facilities Agreement and in any leasehold mortgage as to the application of insurance proceeds.

Section 9. Management and Operation. Except as provided in the Facilities Agreement, the Tenant shall keep the Demised Premises and any related improvements in good repair and condition at all times, normal wear and tear excepted, and it will not cause or permit waste to the Demised Premises and shall return the Demised Premises to the Landlord in substantially the same condition as the same were in on the date of execution and delivery hereof.

Section 10. Condemnation. The Landlord agrees that it will not petition any governmental unit to condemn or exercise the right of eminent domain, or threaten any such action against, the Demised Premises for the term of this Base Lease. If the Demised Premises or any part thereof shall be taken by or pursuant to any governmental authority, or through exercise of the right of eminent domain or sold under threat thereof, subject to such provision as may be contained in the Facilities Agreement or a mortgage to a leasehold mortgagee, the Tenant shall be entitled to receive any and all awards or sums granted in consideration or settlement for improvements taken and/or damage to improvements by such authority, and the Landlord shall be entitled to receive any and all awards or sums granted in consideration of settlement for the land taken and/or damage to the remainder of the land. If the entire Demised Premises should be so taken or sold, this Base Lease shall terminate on the date that such taking or sale becomes final. If only a portion of the Demised Premises is so taken or sold, and the balance of the Demised Premises is not suitable for the purposes for which it is then being used, or if by deprivation or limitation of any access thereto or therefrom the Demised Premises is rendered unsuitable for such operation, the Tenant may either elect to terminate this Base Lease by giving ninety (90) days advance written notice to the Landlord or to continue in possession of the remaining portion of the Demised Premises. Nothing contained herein shall be deemed a waiver of the Tenant's exclusive right to any and all awards for damages to, or taking of, improvements placed on the Demised Premises by the Tenant (except for improvements financed with moneys advanced under the Trust Agreement) and nothing herein shall be deemed as a waiver of the Landlord's exclusive right to any award for land taken or damaged.

Section 11. Default by the Tenant. Subject to the right to cure of any leasehold mortgagee under **Section 6** hereof, if the Tenant shall fail to keep or shall violate any condition or agreement in this Base Lease on the part of the Tenant to be performed and if either such failure or violation shall have continued for a period of sixty (60) days after the Tenant shall have received written notice by certified or registered mail from the Landlord to pay such rent or cure such violation or failure, or for such additional period of time as may be reasonably necessary provided the Tenant diligently undertakes to cure such default, then, in such event, the Landlord shall have the right at its option, in addition to and not in lieu of all of the rights to

which it may be entitled to hereunder and by law, to terminate this Base Lease and re-enter and repossess all and singular the Demised Premises. Neither the exercise by the Landlord of any or all of its rights under this Base Lease or law nor the defaults by the Tenant of any of the Tenant's obligations to the Landlord shall in any way relieve the Tenant of the Tenant's obligation to any lender or any third party to whom the Tenant may be obligated.

Section 12. Default by the Landlord. If the Landlord shall fail to pay, within a reasonable time after the due date, any obligation paramount to this Base Lease or affecting the Demised Premises or shall fail promptly to remove any other lien or charge which could jeopardize the Tenant's right to possession as hereby granted and such default by the Landlord continues for more than thirty (30) days, the Tenant may pay the items in question after first giving the Landlord thirty (30) days written notice by certified or registered mail. Any such payment shall entitle the Tenant to be subrogated to the lien or charge of the item so paid. The Landlord shall have an opportunity to contest the validity of any obligation paramount to this Base Lease or affecting the Demised Premises. If any payment is made by the Tenant pursuant to this **Section 12**, the Landlord shall be liable for repayment to the Tenant in accordance with this **Section 12**, but only in such amount as represents the reasonable cost or value of the obligations paid by the Tenant.

Except as set out herein if the Landlord is in default under any of the terms of this Base Lease, then the Tenant may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Base Lease and turn over possession of the Demised Premises to the Landlord.

Section 13. Improvements. Upon the expiration of this Base Lease either by default of the Tenant or by the original term, (i) the improvements on the Demised Premises will be and become the property of the Landlord, and (ii) if requested by Landlord, Tenant shall execute and deliver to Landlord within thirty (30) days of Landlord's request a Quitclaim Deed conveying any right title and interest of Tenant in and to the Demised Premises and all improvements thereon, in recordable form, designating Landlord (or such other party as Landlord may direct) as grantee. Tenant's obligations under this **Section 13** shall survive the expiration of this Base Lease.

Section 14. No Merger. Except as expressly provided herein, no union of the interest of the Landlord and the Tenant herein or in any other agreement shall result in a merger of this Base Lease and the title to the Demised Premises.

Section 15. Holding Over. In the event the Tenant remains in possession of the Demised Premises after the expiration of this Base Lease and without the execution of a new Base Lease, it shall be deemed to be occupying said premises as the Tenant from "month to month" at a rental to be based on fair market rental value, or ten (10%) percent of the fair market value of the land and improvements, whichever is greater, which rental is to be payable monthly, and otherwise the Tenant will remain subject to all conditions, provisions and obligations of this Base Lease insofar as the same are applicable to a month to month lease by operation of law.

Section 16. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Base Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Landlord at: Greenville Technical College Area Commission
506 South Pleasantburg Drive
Administration Building, Room 142
Greenville, South Carolina 29607

Attention: Vice President of Finance

To Tenant at: Greenville County
301 University Ridge, Suite 2400
Greenville, South Carolina 29601
Attention: County Administrator

Section 17. Successors and Assigns. The covenants, conditions and agreements contained in this Base Lease shall bind and inure to the benefit of the Landlord and the Tenant and their respective successors and assigns; provided, however, that the Tenant shall not assign or otherwise transfer its interests herein without prior written consent of the Landlord which consent shall not be unreasonably withheld.

Section 18. Miscellaneous. This Base Lease shall be subject to the following:

(a) This Base Lease contains all the agreements between the parties hereto and may not be modified in any manner.

(b) The Tenant shall conform to and observe all lawful ordinances, rules and regulations of the United States of America, State of South Carolina, and the County, and all public authorities, boards or offices, relating to the Demised Premises or the improvements thereon or the use thereof and will not during such term permit the Demised Premises to be used for any illegal purpose, business or occupation.

(c) No waiver of any condition or covenant in this Base Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach. No payment by the Landlord, in case of default on the part of the Tenant in that respect, of any taxes, assessments, public charges, or premiums of insurance, or the payment of any amount herein provided to be paid other than rents, or in the procuring of insurance as hereinabove provided, shall constitute or be construed as a waiver or condoning by the Landlord of the default of the Tenant in that respect.

(d) Whenever the Tenant requests any consent, permission or approval which may be required or desired by the Tenant pursuant to the provisions hereof, the Landlord shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission or approval.

(e) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Landlord and the Tenant and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(f) There are no oral or verbal understandings between the Landlord and the Tenant concerning the subject matter of this Base Lease, and any amendment, modification or supplement to this Base Lease must be in writing and signed by all parties.

(g) The Landlord's or the Tenant's failure to exercise any rights or options provided herein or by law does not constitute a permanent waiver of that right or option.

(h) The parties will at any time at the request of any other party, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Base Lease and any other portions thereof, excepting the rental provisions, as either party may request.

WITNESSES:

TENANT:

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Its: Chairman of County Council

By: _____
Its: County Administrator

ATTEST:

By: _____
Its: Clerk to County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of February, 2020 by the within named Herman G. Kirven, Jr., Chairman of County Council of **GREENVILLE COUNTY, SOUTH CAROLINA** (the "**County**"), Joseph M. Kernell, County Administrator and Regina McCaskill, Clerk to County Council, as the act and deed of the County.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY