

DESCRIPTION OF CAPITAL LEASE FOR CONSIDERATION

November 2, 2023

UNIVERSITY OF SOUTH CAROLINA - COLUMBIA

PROJECT NAME: 506 Huger Street - Lease
REQUESTED ACTION: Lease Approval (1 year w/ two one-year automatic renewals)
REQUESTED ACTION AMOUNT: \$23,699,738
INITIAL CHE APPROVAL DATE: N/A

DESCRIPTION:

The University of South Carolina is seeking a recommendation from the Commission on Higher Education to lease 656 beds for student housing from the owners of Park Place located at 506 Huger Street. The annual rent per bed will be approximately \$11,460 each year. The total cost of rent for the first year will be \$7,517,760. The university states this amount will include operating and maintenance expenses. The lease is guaranteed for one year but has extended terms up to a total of three years unless either party terminates the lease with at least 10 months' notice.

University staff state that it anticipates continuing record-high enrollment numbers that will cause an increased demand for on-campus housing. According to the institution, securing this lease will help accommodate the need for beds to support student housing needs as it develops plans to address aging housing infrastructures.

The university is exploring a lease-to-purchase option with the owners of Park Place property to procure this property.

Below is a summary of the proposed lease terms for the Commission's recommendation.

Lease Terms

Property Description: 656 bed units for student housing
Lease Term: 1 year
Annual Rent including operating costs: \$7.5 million
Annual Rent Increase inclusive of operating costs: 5% percent
Abated months: none
Estimated Effective Date: August 1, 2024
Lease Extension(s): Two one-year automatic lease renewals
Overall Cost with Extensions: \$23,699,738

SOURCE OF FUNDS:

The university will pay for the leased space from its housing revenue account, which is an auxiliary enterprise funded by student housing fees.



UNIVERSITY OF
South Carolina

October 3, 2023

Facilities Planning Design and Construction

Mr. Georges Tippens, Deputy Director and General Counsel
South Carolina Commission on Higher Education
1122 Lady St, Ste 400
Columbia, SC 29201

Dear Mr. Tippens:

Pursuant to the lease solicitation that has been issued by the Department of Administration, the University of South Carolina seeks approval to lease 656 student housing beds from CD/Park 7 Columbia SC Owner LLC. at their Park Place property at 506 Huger Street to meet current demand and future projected demand for university-provided student housing for the Columbia campus. The proposed lease term is August 1, 2024, through July 31, 2025, with two one-year automatic renewals that would extend until July 31, 2027. The agreed annual rent for the first year would be \$7,517,760. This equates to approximately \$11,460 per bed per year plus operating and maintenance expenses. The rental rate would escalate by 5% per year.

Since 2016, the University has experienced record enrollment with increased demand for on-campus housing. In 2023, a Student Housing Demand Assessment was conducted by Brailsford and Dunleavy to determine the unmet demand for on-campus student beds. The results of that study show that the continued demand for the next 5 – 7 years will remain high. As the University studies and develops a plan to address its aging housing infrastructure and maintain sufficient beds to accommodate all freshmen and key student programs, this lease will provide the essential beds to meet the University's interim needs.

As a part of that strategic review, the University seeks to explore a lease-to-purchase arrangement with CD/Park 7 Columbia SC Owner LLC to acquire this property. We have approached the lease with one-year renewable terms to provide the University with maximum flexibility in negotiating the purchase. We intend to begin that process with State Real Property Offices immediately so that it can be negotiated and presented to our Board of Trustees next year. In that case, it would be a one-year lease term, but should the negotiations take longer or prove unsuccessful, the lease allows additional terms to pursue another property.

We would appreciate your office advancing this request for lease approval to the CHE meeting on November 2, 2023. This agreement has already been approved by the SFAA and JRBC and in the future we will ensure that we submit our request to your department in a more timely manner.

Please feel free to contact me if you have questions.

Sincerely,



Derek Gruner
University of South Carolina
University Architect and AVP of Facilities Planning Design and Construction

Cc: Parker Leake, Craig Parks, Cheryl Mitchell

GOVERNMENTAL REAL ESTATE LEASE AGREEMENT
(Park Place Columbia – Student Housing)

THIS GOVERNMENTAL REAL ESTATE LEASE AGREEMENT (this “Lease”) is between CD/Park 7 Columbia SC Owner LLC (the “Landlord”), and University of South Carolina, an agency of the State of South Carolina and state-supported institution of higher learning, as tenant (in such capacity, hereinafter the “Tenant”). Landlord and Tenant are sometimes jointly referred to herein as the “Parties” or separately referred to herein as a “Party.” This Lease is to be effective as of the date approved by Real Property Services (the “Effective Date”).

ARTICLE 1 - LEASE OF DEMISED PREMISES

1.1. Landlord hereby leases and lets to the Tenant and the Tenant hereby takes and hires from the Landlord, upon and subject to the terms, covenants and provisions hereof, the premises consisting of 235 units consisting of 656 beds (the “Demised Premises”) located in a single (the “Building”) located at 506 Huger Street, Columbia, South Carolina 29201, in the County of Richland, State of South Carolina (the “Land”), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. The units and floor plans of the Demised Premises are attached hereto as Exhibit “A.”

ARTICLE 2 - TERM

2.1. The term of this Lease shall be one (1) year (the “Initial Term”) beginning on August 1, 2024, (the “Commencement Date”). The Lease shall automatically renew twice, each for a one-year term (each an “Extended Term”) unless either party provides a notice of termination at least ten (10) months before the end of the Initial Term or Extended Term as the case may be. The last day of the Initial Term or applicable Extended Term shall be the “Termination Date”.

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the “Basic Rent”) to Landlord during the Initial Term at the rate as follows:

Unit Type	Number of Units
Studio	20
One-Bedroom	9
Shared One-Bedroom	20
Two-Bedroom	69
Three-Bedroom	24
Four-Bedroom	88
Five-Bedroom	5
TOTAL	235

The annual amount for the Initial Term will be \$7,517,760.00 payable in 2 installments (each hereinafter referenced individually as an “Installment”) annually of \$3,758,880.00 with the first payment payable in advance of August 1st and the 2nd installment due on February 1st (each an “Installment Term”). For each year the term is extended, the Basic Rent shall be increased annually by five percent (5%) beginning in year 2 and will be payable in the amounts set forth on the Rent Schedule in this subparagraph.

	<u>PERIOD: FROM - TO</u>	<u>ANNUAL RENT</u>	<u>BI-ANNUAL RENT</u>	<u>RENT PER BED PER MONTH</u>
YR 1	August 1, 2024 – July 31, 2025	\$7,517,760.00	\$3,758,880.00	\$955.00
YR 2	August 1, 2025 – July 31, 2026	\$7,893,648.00	\$3,946,824.00	\$1,002.75
YR 3	August 1, 2026 – July 31, 2027	\$8,288,330.40	\$4,144,165.20	\$1,052.89

In addition to the foregoing, Tenant shall also pay to Landlord an annual amenity fee in the amount of \$49,200.00 (the “Amenity Fee”) payable along with Basic Rent in two (2) annual installments of \$24,600.00 payable in advance of August 1st with the 2nd installment due on February 1st. The Amenity Fee shall not be subject to any annual increases or other increases but shall be included as part of the definition of Basic Rent as such term is used in this Lease.

3.2. All rental payments to be made by Tenant pursuant to this Lease, including but not limited to the Basic Rent, the Amenity Fee, Electricity Charges and the cost of Building Security 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.

3.3. Unless notified otherwise in writing, all payments to Landlord shall be made payable via ACH.

ARTICLE 4 - USE

4.1. Student Housing Facilities. Each unit will include the furniture/housewares/appliances and which shall be in good condition and fully functioning as set forth in Exhibit “B” (attached hereto and incorporated herein by reference). Tenant shall have the right to use the Demised Premises for student housing purposes only provided that such uses comply with all laws, ordinances, orders or regulations of any lawful authority having jurisdiction over the Demised Premises.

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 not economically feasible for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease by providing Landlord with a written notice sixty (60) days in advance, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

4.3 Other than as set forth in Section 6.5, Tenant shall have the non-exclusive right to use all common areas of the Building and Land during the Initial Term of this Lease, including any Extended Term and/or during any Holdover.

4.4 As to its student occupants of the Demised Premises, Tenant shall enforce the Student Code of Conduct attached hereto as Exhibit "C" (the "Code of Conduct") and the Campus Housing Policies and Regulations attached hereto as Exhibit "D" (the "Housing Policies"). Tenant's enforcement of the Code of Conduct and the Housing Policies shall be at Tenant's sole cost and expense.

ARTICLE 5 - 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, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease. Tenant shall have the right to sublet the Demised Premises and any unit or portion thereof to students of Tenant currently enrolled at the University of South Carolina.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or lessee 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 shall include, but are not limited to, water and sewer, lighting for all common areas of the Building and Land, including security lighting, heating, ventilating, air conditioning, one (1) Tenant parking space, electricity for all common areas of the Building and Land, cable television and wireless internet service, elevator service, fire detection service, fire suppression, trash removal, pest control, grounds maintenance, general building maintenance, furniture and appliance maintenance (for furniture and appliances provided by Landlord), lock maintenance, key replacement, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges (including repairs and replacement costs), labor, materials and supplies.

6.2. Additional services to be provided by Landlord to Tenant as part of Basic Rent shall include Furniture/Housewares/Appliance Inventory (Exhibit "B") and window treatments for each unit.

6.3. Electricity usage will be metered by individual units. Landlord will charge Tenant \$50.00 per bed/month for electricity usage ("Electricity Charges"). In the event the electricity service used by the Tenant exceeds the \$50.00 per bed/month rate, the Landlord will provide a supplemental invoice along with copies of the electrical company's invoices supporting the

additional amount due. Tenant will reimburse Landlord for the six-month aggregate overage of Electricity Charges at the end of each Installment Term, but no more than \$75 per bed/month will be reimbursed for each Installment Term. Upon completion of review of the invoices, the Tenant will pay the additional supplemental amount within thirty days. Electrical provisions must allow each resident separate use of a computer, printer, stereo, and television to be running simultaneously while kitchen appliances are also in use.

6.4 Landlord will provide on-site security (“Building Security”) for the Demised Premises and all common areas. Tenant will pay an additional annual cost of \$48,000.00 per year to Landlord for the Building Security, which will be paid bi-annually with the Basic Rent. Landlord shall have no liability for the actions or inactions of the entities or individuals providing Building Security.

6.5 Optional Student Services. Landlord may choose to provide optional student services, such as parking. These services are outside the terms of this Lease and shall be subject to the rules and regulations established by Landlord. Tenant will assist Landlord in providing such notifications that will educate and inform residents regarding the availability of these services.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant:

(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 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, 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 Date of this Lease, reasonable wear and tear excepted;

(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, or such additional time as reasonably necessary so long as Landlord commenced repairs within said ninety (90) day period and diligently pursues completion of the same;

(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, or such additional time as reasonably necessary so long as Landlord commenced repairs within said ninety (90) day period and diligently pursues completion of the same;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 11 herein below, made by Landlord or Tenant;

(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) 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 shall provide a floor plan to scale of the Demised Premises as occupied by the Tenant within thirty (30) days of Tenant's occupancy;

(m) Landlord represents and warrants that it will comply and that the Building and the Demised Premises comply with all applicable statutes, codes, rules, regulations and ordinances now in effect.

(n) Landlord prohibits smoking in all common areas of the property; Tenant shall prohibit smoking and the use of any tobacco products in all areas of the Demised Premises rented to Tenant.

(o) Landlord represents and warrants that it will comply and that the Building and the Demised Premises comply with all applicable University of South Carolina Police Department ("USCPD") requests to:

1. Provide unimpeded access to the Building and the Land by USCPD officers when conducting police business at the Demised Premises;
2. Provide such access control tools/devices for accessing the Building and the Land, giving training and support for their use.
3. Provide unimpeded access and support to USCPD to obtain data related to a police investigation from asset protection and access control records (devices, systems, and CCTV) upon written request by USCPD.

7.2. During the Initial Term and any Extended Term as the case may be, the Parties agree to discuss, in good faith, the possible acquisition of fee simple title of the Demised Premises by Tenant (the "Potential Transaction"). Without obligating the parties to proceed with any such Potential Transaction, in the event of an acquisition of Demised Premises by Tenant, Landlord agrees that Tenant shall receive a credit of two percent (2%) of the Basic Rent payments made under this Lease towards a final purchase price of the Demised Premises. The Parties agree that unless and until a final definitive written agreement regarding a Potential Transaction has been executed and delivered, neither Landlord nor Tenant will be under any legal obligation of any kind whatsoever with respect to such a Potential Transaction by virtue of this Lease.

7.3 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 14.3.

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due, provided Tenant's obligation to pay Basic Rent when due shall be conditioned on Landlord providing a written invoice to Tenant thirty (30) days in advance of each semi-annual payment period; however, 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) To the extent permitted by South Carolina law, Tenant is responsible for the reasonable costs incurred for any damage beyond normal wear and tear that is caused by Tenant, Tenant's subtenants or Tenant's guests. Landlord will provide Tenant written notice of any damage beyond normal wear and tear of the Demised Premises. Further, Landlord will bill Tenant for any damages beyond normal wear and tear of the Demised Premises caused by Tenant, Tenant's

subtenants or Tenant's guests and will provide copies of any invoices and documentation regarding the costs of such repairs. Upon receipt of Landlord's invoice for such reasonable repairs, Tenant agrees to pay Landlord the reasonable cost of the repairs as additional rent with the next payment of Basic Rent;

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

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

(f) Allow Landlord reasonable access to the Demised Premises for inspections. Any issues with the Tenant, Tenant's subtenants or Tenant's guests' usage of the Demised Premises that results in any damages to the Demised Premises or surrounding Premises will be documented and reported to the Tenant. Damage assessments will be made by Landlord and all reasonable costs incurred will be billed to the Tenant along with supporting documentation.

(g) Tenant and Landlord will perform an inspection of the Demised Premises upon expiration of the Lease and note any damages and to ensure that the Demised Premises are in good condition, normal wear and tear accepted.

ARTICLE 9 - MAINTENANCE AND REPAIR

9.1. **Maintenance and Repair.** Subject to Tenant's obligations set forth in Article 8 above, Landlord shall be responsible for maintaining and repairing the Demised Premises and any systems on the Demised Premises as well as the common areas of the Building and Land in a clean and good condition and state of repair, including without limitation, maintaining and repairing walls and partitions, ceiling materials, ducting, windows and doors, window and door frames, and electrical, lighting, plumbing, sprinkler, alarms, security cameras, cable or internet, telephone, satellite dish and other communications systems; sweeping and cleaning of parking, storage and trash collection areas so as to keep the same reasonably free and clear of foreign objects, papers, debris, obstructions, and standing water; and maintaining exterior landscaping, grounds and parking lot maintenance in a neat, safe and healthy condition; repairing of structural defects or damage to the exterior of buildings, roofing, siding, windows, floors, floor coverings, interior walls, and fixtures; and general routine maintenance and repair of the building systems specifically related to the respective units, including water and sewer, plumbing, lighting, heating, ventilating, air conditioning, electrical, janitorial service, security service, and fire detection service. Incident thereto, special attention shall be given to preventive maintenance. Maintenance and Repair includes maintenance for normal wear and tear. Reasonable repairs beyond normal wear and tear that are caused by Tenant, Tenant's subtenants or Tenant's guests shall be done at the cost of Tenant and will be billed to the Tenant along with copies of any invoices and documentation regarding the costs of such repairs. Landlord is responsible for maintaining a current background check on file for all maintenance employees and make available for Tenant's review upon request. Landlord shall require that all service vendors and outside repairmen who have access to the building must be escorted by a Tenant approved employee.

ARTICLE 10 - ARCHITECTURAL BARRIERS

10.1. 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 and Tenant provides Landlord notice of the same, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date and Tenant's notice, 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 11 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1. Tenant shall, at its expense, and upon appropriate notice to Landlord, perform Refurbishments (as set forth in Exhibit "F") to the Demised Premises at its discretion. This subparagraph 11.1 shall not affect the responsibilities of Landlord set forth above in Article 9.

11.2. 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.

11.3. 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. Tenant shall not install any trade fixtures, equipment or other personal property except in the interior of the units without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed.

ARTICLE 12 - CONDEMNATION AND CASUALTY

12.1. 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.

12.2. If the restoration, replacement or rebuilding of 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.

12.3. 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.

12.4. 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.

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

ARTICLE 13 - INSURANCE AND TAXES

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 general liability and other hazard 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.

13.2. If, as a result of Landlord’s leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 13.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

13.3. Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Initial Term and Extended Term, if any, of this Lease.

13.4. Landlord shall pay *ad valorem* taxes applicable to the Demised Premises when due.

ARTICLE 14 - TENANT CANCELLATION PRIVILEGE

14.1. Non-Appropriation Clause. Notwithstanding the Commencement Date and Termination Date of this Lease, pursuant to South Carolina Code Section 1-11-56, Tenant shall have the right to cancel this Lease as of June 30 of any lease year upon giving Landlord at least ten (10) months written notice of its cancellation upon the occurrence of one or more of the following events:

(a) a "non-appropriation" for Tenant (which shall be deemed to have occurred upon a determination, at the request of Tenant, by the South Carolina Department of Administration, Division of Facilities Management and Property Services, that a material reduction in Tenant's annual appropriation by the State has materially limited or impaired Tenant's ability to continue this Lease); or

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

(c) if at any time during the Initial Term or Extended Term the Demised Premises is determined, at the request of Tenant, by the South Carolina Department of Administration, Division of Facilities Management and Property Services, materially inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant, requiring the termination of the Lease.

14.2. Other State Space. Tenant shall have the right to cancel this Lease by giving at least ten (10) months written notice to Landlord if other suitable State-owned space is available to Tenant in substitution for the Demised Premises. After this ten (10) month notice period, the Lease shall be deemed canceled; provided, however, Tenant shall continue to pay rent and all additional charges until the date of cancellation.

14.3. Breach by Landlord. 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, Tenant shall have the right, at its option, to (i) terminate this Lease with no further obligation of Tenant; or (ii) abate Basic Rent payable hereunder until such breach is cured or corrected to Tenant's satisfaction.

ARTICLE 15 - EXEMPTIONS

15.1. 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.

ARTICLE 16 - SUBORDINATION AND NON -DISTURBANCE

16.1. Any holder of a mortgage affecting the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall agree 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; provided, Tenant agrees that this Lease is subordinate to the rights of the holder of the 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 subordination, non-disturbance agreement from any such mortgagee and Tenant agrees to execute a State form non-disturbance agreement substantially in the form as set forth in Exhibit "E" (attached hereto and incorporated herein).

ARTICLE 17 - SURRENDER

17.1. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition subject to normal wear and tear.

ARTICLE 18 - NOTICES

18.1. Notice. Any notice, demand, request or other correspondence (a "notice") required or permitted to be given hereunder shall be in writing and shall be deemed delivered when either (i) personally delivered, or (ii) sent by U.S. certified Mail, return receipt requested, 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 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 transmission. Notice shall be given at the address of the parties set forth below, but the address for notice to a party may be changed by written notice to the other party:

To - Landlord: Park Place Columbia
ATTN: Beejan Savabi, Executive Vice President CD/PARK7
506 Huger St
Columbia, SC 29201

And to:

Park Place Columbia
Attn: Beejan Savabi
461 Park Avenue South, Floor 4
New York, NY 10016

To - Tenant:

University of South Carolina
c/o Parker Leake, Director of Business Operations
University Housing
1520 Devine Street
Columbia SC 29208

ARTICLE 19 – HOLDOVER

19.1. In the event Tenant shall remain in the Demised Premises after the Initial Term or the Extended Term, as the case may be, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease following written notice of such failure by Landlord all in accordance with subparagraph 2.1 hereof, the Lease shall be extended for an additional year (“Additional Year”) with regard to any units not vacated (which in no event shall exceed twenty (20) total beds unless otherwise expressly agreed in writing by Landlord) and Tenant shall continue to pay Basic Rent in the amount of the Basic Rent last in effect under the Lease proportionate to the beds occupied during the Additional Year and increased by three percent (3%) as set forth in Article 3.1 unless Landlord, provides written notice to Tenant by April 1 of the Additional Year, of Landlord’s intent to terminate this Lease at the end of the Additional Year.

ARTICLE 20 - MISCELLANEOUS

20.1. 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.

20.2. 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.

20.3. 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.

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

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

20.6. 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.

20.7. Exhibit "A" (Floor Plan and Units), Exhibit "B" (Furniture/Housewares/Appliance Inventory), Exhibit "C" (Code of Conduct), Exhibit "D" (Housing Policies), Exhibit "E" (Non-Disturbance and Attornment Agreement); and Exhibit "F" (Refurbishment Scope of Work- Property Condition Expectations) referred to in this Lease are incorporated herein and made a part hereof.

20.8. 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 the Division of Facilities Management and Property Services.

20.9. This Lease is subject to and conditioned upon the approval of the State of South Carolina Department of Administration, Division of Facilities Management and Property Services, and shall be of no force or effect until the consent of such office shall be endorsed hereon, the date on which both events have occurred shall be the "Effective Date" of this Lease.

20.10. This Lease or a memorandum hereof acceptable to the Parties may be recorded in the appropriate official records.

20.11 In the event the Tenant exercises its right to terminate this Lease pursuant to Article 14 and provides notice as prescribed in Article 14 and vacates and releases the Demised Premises during the notice period, Landlord and Tenant will make best efforts to relet or, respectively, to assist the Landlord with reletting the Demised Premises, in whole or as large a portion thereof as possible, during any requisite termination notice period, and Landlord shall apply any rent and/or fees received by or on behalf of Landlord as an offset to Tenant's Basic Rent and/or other charges due during any termination notice period.

20.12 The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any party or approver on this Lease shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Lease, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Lease may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Lease, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Lease.

20.13 On at least an annual basis, Tenant shall cause new shower curtains at least 78" in length to be installed in each shower bathroom of the Demised Premises.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

WITNESS:

LANDLORD:

CD/Park 7 Columbia SC Owner LLC

(Witness 1 signature)

(signature)

(Witness 2 signature)

(printed name and title of signatory)

date

WITNESS:

TENANT:

University of South Carolina

(Witness 1 signature)

(signature for Tenant)

(Witness 2 signature)

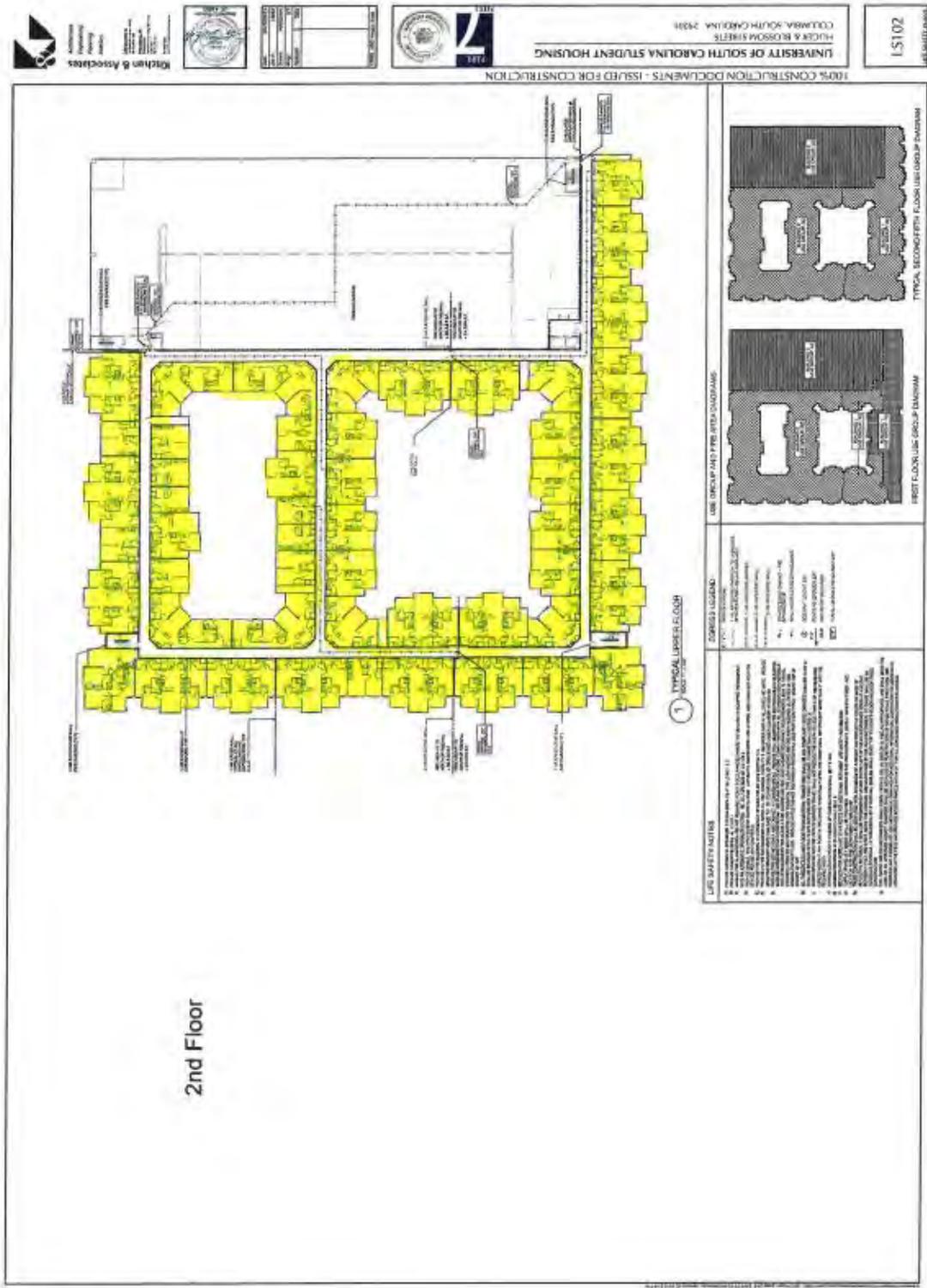
(printed name and title of signatory)

date

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Division of Facilities Management and Property Services, this ___ day of _____, 2023. This Lease was approved by the Joint Bond Review Committee at its August 22, 2023, meeting and by the State Fiscal Accountability Authority at its August 29, 2023, meeting.

EXHIBIT "A"

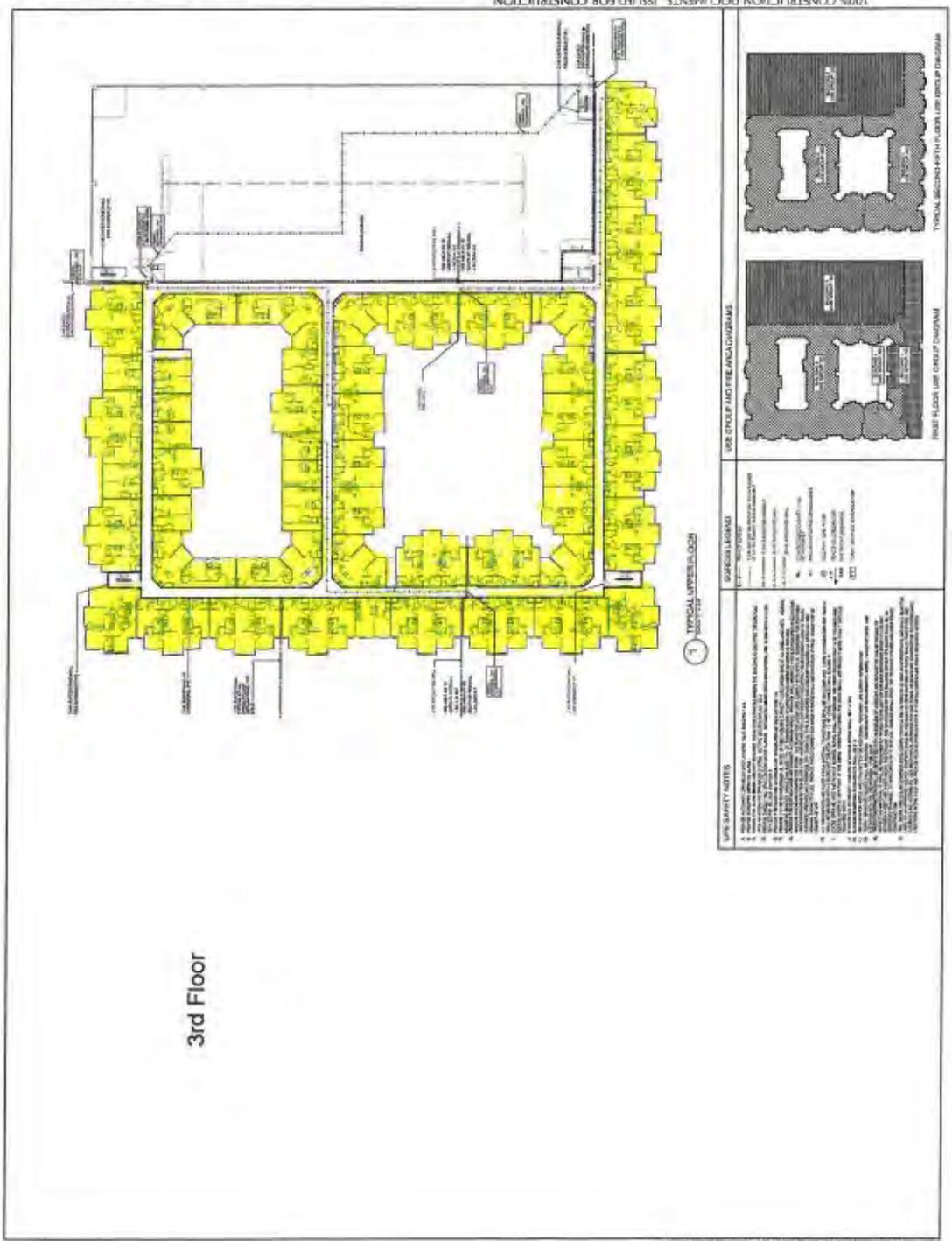
FLOOR PLANS AND UNITS

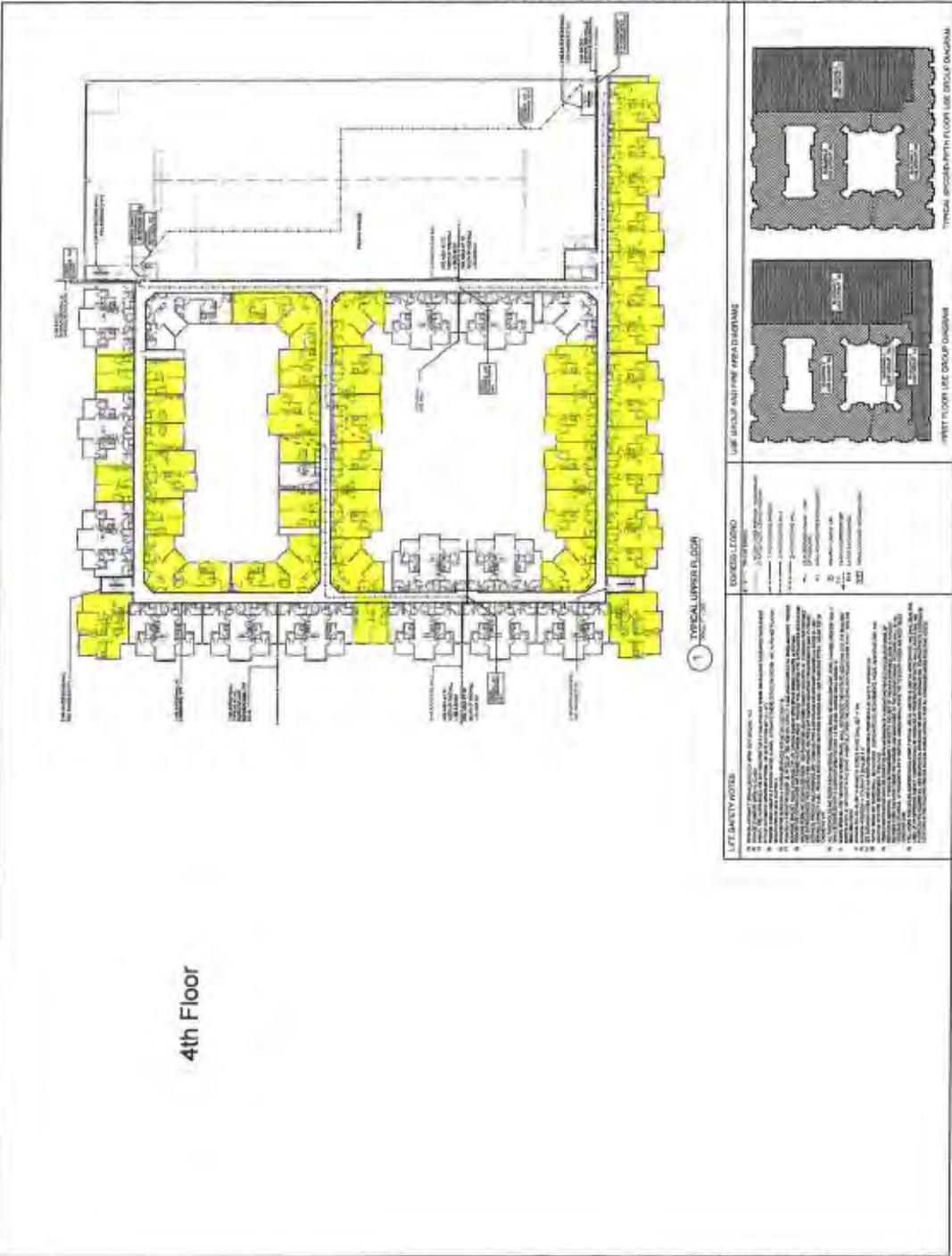


UNIVERSITY OF SOUTH CAROLINA STUDENT HOUSING
HUGER & BLOSSOM SQUARES
COLUMBIA, SOUTH CAROLINA 29916

100% CONSTRUCTION DOCUMENTS - ISSUED FOR CONSTRUCTION

LS102





4th Floor

1 TYPICAL UPPER FLOOR

LIFE SAFETY NOTES:

1. ALL ROOMS SHALL BE PROVIDED WITH SMOKE DETECTORS.
2. ALL ROOMS SHALL BE PROVIDED WITH SMOKE ALARMS.
3. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
4. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
5. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
6. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
7. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
8. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
9. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
10. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.

CONCRETE FLOOR:

6" THICK

USE BUCKLE AND FREE ANCHOR BARS

TYPICAL UPPER FLOOR

TYPICAL SECOND-FLOOR LIE GROUP DIAGRAM

EXHIBIT "B"

FURNITURE/HOUSEWARES/APPLIANCE INVENTORY

Park Place Columbia Apartments:

Park Place Columbia Unit Inventory

(Studio, 1x1, 2x2, 2x2 Corner, 3x3, 3x3 Corner, 4x4, 5x5)

Studio

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer & Ice Maker
- Dishwasher & Garbage Disposal

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50'' TV & Roku Remote
- Table & 2 Barstools

Bedroom-A

- Full-Size Bedframe & Mattress/Mattress Cover
- 2 Dressers (Underneath Bedframe)
- Nightstand & Lamp

Bathroom-A

- Towel Rack
- Curved Shower Rod

1x1

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher & Garbage Disposal

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50'' TV & Roku Remote, TV Stand
- Lamp & Lampstand

Bedroom-A

- Full-Size Bedframe & Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Shared 1x1

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher & Garbage Disposal

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50'' TV & Roku Remote, TV Stand
- Lamp & Lampstand

Bedroom-A

- Two Twin Bedframes & Mattress/Mattress Covers
- Two Dressers
- Nightstand & Lamp
- Two Desks & 2 Chairs

Bathroom-A

- Towel Rack
- Curved Shower Rod

2x2

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher & Garbage Disposal

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50'' TV & Roku Remote, TV Stand
- Lamp & Stand

- Coffee Table
- 2 Barstools

Bedroom A

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Bedroom B

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-B

- Towel Rack
- Curved Shower Rod

2x2-C

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher &Garbage Disposal
- 2 Barstools

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50" TV & Roku Remote, TV Stand
- Lamp & Stand
- Coffee Table

Bedroom A

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Bedroom B

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-B

- Towel Rack
- Curved Shower Rod

3x3

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher & Garbage Disposal
- 3 Barstools

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50" TV & Roku Remote, TV Stand
- Lamp & Stand
- Coffee Table

Bedroom A

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Bedroom B

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-B

- Towel Rack
- Curved Shower Rod

Bedroom C

- Full-Size Bedframe& Mattress/Mattress Cover

- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-C

- Towel Rack
- Curved Shower Rod

3x3-C

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Garbage Disposal

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50" TV & Roku Remote, TV Stand
- Lamp & Stand
- Coffee Table
- 3 Barstools

Bedroom A

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Bedroom B

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-B

- Towel Rack
- Curved Shower Rod

Bedroom C

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp

- Desk & 1 Chair

Bathroom-C

- Towel Rack
- Curved Shower Rod

4x4

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher & Garbage Disposal
- 4 Barstools

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50" TV & Roku Remote, TV Stand
- Lamp & Stand
- Coffee Table

Bedroom A

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Bedroom B

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-B

- Towel Rack
- Curved Shower Rod

Bedroom C

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-C

- Towel Rack

- Curved Shower Rod

Bedroom D

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-D

- Towel Rack
- Curved Shower Rod

5x5

Kitchen

- Stove & Oven
- Microwave/Vent
- Fridge, Freezer, & Ice Maker
- Dishwasher & Garbage Disposal
- 4 Barstools

Living Room/Misc.

- Upholstered Sofa
- Upholstered Chair
- Washer & Dryer
- 50" TV & Roku Remote, TV Stand
- Lamp & Stand
- Coffee Table

Bedroom A

- Full-Size Bedframe& Mattress/ Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-A

- Towel Rack
- Curved Shower Rod

Bedroom B

- Full-Size Bedframe& Mattress/ Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-B

- Towel Rack
- Curved Shower Rod

Bedroom C

- Full-Size Bedframe& Mattress/Mattress Cover

- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-C

- Towel Rack
- Curved Shower Rod

Bedroom D

- Full-Size Bedframe& Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-D

- Towel Rack
- Curved Shower Rod

Bedroom E

- Full-Size Bedframe & Mattress/Mattress Cover
- Dresser
- Nightstand & Lamp
- Desk & 1 Chair

Bathroom-E

- Towel Rack
- Curved Shower Rod

EXHIBIT "C"

CODE OF CONDUCT

NUMBER: STAF 6.26

SECTION: Division of Student Affairs and Academic Support

SUBJECT: Student Code of Conduct

DATE: June 1, 1992

REVISED: March 4, 2014

Policy for: Columbia Campus
Procedure for: Columbia Campus
Authorized by: Dennis A. Pruitt
Issued by: Student Conduct

I. Policy

The University of South Carolina strives to maintain an educational community that fosters the development of students who are ethical, civil and responsible persons. The purpose of this document is to set forth the specific authority and responsibility of the university in maintaining behavioral standards. The Student Conduct Office also publishes the educational process for determining student and student organization accountability for violating the regulations, and the proper procedural safeguards to be followed in this process to ensure fundamental fairness at <http://www.housing.sc.edu/osc/>.

A. Scope

1. The university may take disciplinary action for a violation of the Student Code of Conduct when the offense takes place on university premises or at university sponsored, endorsed, supported or related events which occur off campus. University action will also occur when an offense which occurs off campus may adversely affect the university community, its policies or procedures, or which affect the university's pursuit of its mission.
2. When there is an allegation that a student has committed an offense that is also a crime, a student can be charged both by the criminal justice system and the student conduct system. Disciplinary action at the university will normally proceed independently of pending criminal charges, including when charges involving the same incident have been dismissed by the criminal justice system.

B. Jurisdiction

1. Definition of a student - For the purpose of this policy a student is defined as a person who is admitted, enrolled or registered for study at the University of South Carolina for any academic period; and those who attend post-secondary educational institutions other than the University of South Carolina and who reside in a USC residence facility. Persons who are not officially enrolled for a particular term but who have a continuing student relationship with, or an educational interest in, the University of South Carolina are considered students. A person shall also be considered a student during any period while the student is under suspension from the institution or when the student is attending or participating in any activity preparatory to the beginning of school including, but not limited to, fraternity or sorority rush, orientation, placement testing, and residence hall check-in.
2. Definition of student organization - A student organization is any group, consisting of at least 70% USC Columbia students who desire to come together to support a particular view, explore common interests or accomplish identified tasks. Additional standards of this definition can be found at <http://www.sc.edu/policies/staf310.pdf>

Responsibility for good conduct rests with students as individuals, for both themselves and their guests. Student organizations have similar responsibility for maintaining good conduct among their members and guests and at activities they sponsor. All members of the university community are expected to use reasonable judgment in their daily campus life and to show due concern for the welfare and rights of others.

C. Authority

The Board of Trustees and the president of the university are ultimately responsible for governing the university. The student conduct system is administered by the Division of Student Affairs and Academic Support. The Vice President for Student Affairs and Academic Support, in turn, designates the Office of Student Conduct with administrative authority and responsibility for Student Conduct policies and procedures. This responsibility includes formulating and implementing policies and procedures, in cooperation with other appropriate University bodies, for the consideration of conduct violations and the imposition of sanctions in an efficient, consistent, fair, legal, and educationally meaningful manner. The Office of Student Conduct may further delegate its responsibility to various judicial bodies and administrative staff including the Carolina Judicial Council, University Housing staff, Fraternity and Sorority Life staff, and the Title IX Coordinator.

Student Government as an elected and representative voice of the student body has the right to comment on any proposed changes pertaining to the discipline of students.

II. Procedure

This section establishes the rules and regulations all students and student organizations are expected to follow under the duty and corollary powers inherent in educational institutions.

Institutions protect their educational purposes through the setting of standards of student conduct and scholarship and through the regulation of the use of university facilities. Lack of familiarity with institutional rules is not an excuse for an infraction.

Additional rules and regulations may be promulgated during the year and will be updated to the university's website upon adoption.

A. Alcohol Related Misconduct

Prohibited behaviors include:

1. Possession or consumption of alcohol by a person under the age of 21 or under the lawful age of the jurisdiction in which the student resides
2. Possession of false or altered identification
3. Public intoxication
4. Possession of alcohol related paraphernalia (empty containers, beer pong table, etc.) or games that are specifically designed for alcohol consumption in a residence hall or in the Greek Village
5. Open containers in vehicles or in open spaces, or public areas of residence halls (lobbies, hallways, etc.)
6. The presence or possession of alcohol in a "dry" room – a "dry" room is an on-campus residential room in which only underage residents live
7. Providing or distributing alcohol to individuals under the age of 21 or to an intoxicated person
8. Common containers (kegs, coolers, etc.) that provide unrestricted access are not permitted on campus, at student organization functions or in the Greek Village.
9. Violating other provisions of the Student Code of Conduct while under the influence of alcohol
10. Students and student organizations must comply with the published regulations and applicable laws concerning the transport, display, provision, possession, and consumption of beer, wine, and other alcoholic beverages. Stipulations of the university alcohol policy can be found at www.sc.edu/policies/staf302.pdf.

Violations of the alcohol policies may result in administrative fees. For the schedule of fees, please refer to <http://www.housing.sc.edu/osc/fines.html>.

B. Drug Related Misconduct

Prohibited behaviors include:

1. Possession or use of any counterfeit, illegal, dangerous, or controlled drug or other substance is prohibited. This includes the unauthorized use or possession of prescription medications.
2. Manufacturing, selling, or distributing any counterfeit, illegal, dangerous or controlled drug or other substance is prohibited. This includes the unauthorized distribution of prescription medications.
3. Possession of drug paraphernalia (i.e., pipes, bongs, blunts)
4. Violating any other provision of the Student Code of Conduct while under the influence of an illegal or illegally obtained drug
5. Dilute, late, missed, forged, or failed drug screens (typically university required)

Violations of the drug policies may result in administrative fees. For the schedule of fees, please refer to <http://www.housing.sc.edu/osc/fines.html>.

C. Dangerous Behaviors

Intent is not an element of this violation, but will be considered in the application of sanctions.

Prohibited behaviors include:

1. Conduct or actions that have the potential for physically harming another person. Included is conduct which creates conditions that pose a risk of physical harm to another, which causes reasonable apprehension of physical harm, and/or unwelcome physical contact.
2. The use or display of any object or instrument in a dangerous or threatening manner
3. Driving under the influence of alcohol or drugs or while intoxicated or impaired
4. Physical or verbal threats of violence or placing a person in fear of imminent physical injury or danger
5. Physical abuse, physical intimidation, coercion, and/or other conduct that threatens or endangers the health or safety of another person or violates a legal protective order
6. Actions that have the potential for damage or destruction or create hazardous conditions

D. Weapons

Prohibited behaviors include unauthorized possession of weapons including firearms or weapons of any kind including but not limited to knives, slingshots, metal knuckles, razors, paintball guns, BB guns, and air pistols; even if permitted by law. Authorization for possession of a firearm on campus or in campus controlled facilities is only available from the university president or designee.

E. Disorderly Conduct

Intent is not an element of this violation, but will be considered in the application of sanctions. Prohibited behaviors include:

1. Conduct that disturbs the peace or disrupts the rights or privileges of others
2. Making, causing, or continuing any loud, unnecessary, or unusual noise that disrupts the normal operations of the university or infringes on the rights of other members of the university community

F. Disruptive Activity Prohibited behaviors include:

1. Interfering with or disrupting the normal activity and operations of the university or its educational mission, programs, or events
2. Conduct that causes or provokes a disturbance that disrupts the academic pursuits of others
3. Behavior in a classroom or instructional program that interferes with the instructor or presenter's ability to conduct the class or program, or the ability of others to profit from the class or program
4. Intentional obstruction which unreasonably interferes with freedom of movement (including but not limited to pedestrian or vehicular obstruction)
5. Throwing or dropping objects or substances out of buildings.
6. Non-compliance with reasonable time, place, or manner restrictions on expression.
7. Failure to leave immediately when asked to disperse by university or law enforcement officials.

In any case wherein students are involved in actions which is disruptive of the normal activities of the institution or its personnel, or which exceeds the bounds of normal internal discipline in its impact, the Board of Trustees may exercise its right to name a special hearing board, committee, or officer to investigate the questioned action and to initiate appropriate disciplinary or other measures.

G. Abusive Conduct or Sexual Misconduct Prohibited behaviors include:

1. Fighting, assaults, or actions which result in physical harm
2. Sexual assault as defined by the University Sexual Assault Policy (STAF 1.08 <http://www.sc.edu/policies/staf108.pdf>)
3. Hazing as defined by the University Policy on Hazing (STAF 3.05 <http://www.sc.edu/policies/staf305.pdf>)
4. Sexual harassment and discriminatory harassment as defined in the University's Sexual Harassment and Discriminatory Harassment Policies (EOP 1.02 <http://www.sc.edu/policies/eop102.pdf> and EOP 1.03 <http://www.sc.edu/policies/eop103.pdf>)
5. Discrimination and harassment as defined in the Student Non-Discrimination and Non-Harassment Policy (STAF 6.24 <http://www.sc.edu/policies/staf624.pdf>)
6. Stalking and relationship violence as defined by the Relationship Violence and Stalking Policy <http://www.sc.edu/policies/staf109.pdf>
7. Harassment or conduct (including but not limited to cyber-stalking, cyber-bullying, etc.) that creates or attempts to create an intimidating, hostile, or offensive environment for another person including action(s) or statement(s) that threaten harm or intimidate a person or any other form of unwanted contact
8. Voyeurism or recording of images without consent while the person is in a place where s/he would have a reasonable expectation of privacy
9. Damage to or destruction of property
10. Lewd behavior or indecent exposure

H. Fire and General Safety

Prohibited behaviors include:

1. Starting a fire or creating a fire hazard on university property without university authorization. Precautionary steps should be taken by residential students while cooking including turning on vents (where applicable), opening windows, and closely monitoring cooking food.
2. The possession and/or use of candles, torches, incense and/or incense burners, other open flame apparatus, extension cords, gasoline, propane tanks or lighter fluid in campus residences
3. Unauthorized possession of or use of fireworks and explosive materials, the ignition or detonation of anything which could cause damage to persons or property or disruption by fire, smoke, explosion, noxious odors, stain, corrosion
4. Causing or pulling a false fire alarm or emergency report of any kind
5. Tampering with, damaging, disabling or misusing fire safety equipment including fire extinguishers, fire sprinklers, fire hoses, fire alarms and fire doors
6. Failing to immediately evacuate any university building when a fire alarm or other emergency notification has been sounded or hindering or impairing the orderly evacuation;
7. Disobeying a directive or command by any university or emergency official in connection with a fire, alarm, or other safety, security, or emergency matter
8. Misuse of emergency call boxes

Violations of the fire and general safety policies may result in administrative fees. For the schedule of fees, please refer to <http://www.housing.sc.edu/osc/fines.html>.

I. Compliance with General Laws and Arrests

1. Violations of any federal, state, or local laws may be subject to disciplinary action. A disciplinary action imposed by the University may precede and/or be in addition to any penalty imposed by an off-campus authority.
2. Arrests by law enforcement agencies outside of USC's Division of Law Enforcement and Safety must be reported by the student to the Office of Student Conduct within 72 hours of arrest.

J. Dishonesty and Theft Prohibited behaviors include:

1. Theft of any kind, including seizing, receiving, or concealing property with knowledge that it has been stolen

2. Sale, possession, or misappropriation of any property or services without the owner's permission
 3. The sale of a textbook by any student who does not own the book
 4. Dishonest or fraudulent behavior in any oral or written transaction with the university
 5. Dishonesty or misrepresenting the truth before a hearing of the University, or furnishing false information or withholding information to any university official which interferes with university processes or procedures
 6. Forgery, alteration, or misuse of any document, record, or officially issued identification information from University processes and/or officials
- K. Misuse of Identification or University Resources Prohibited behaviors include:
1. Possession of fake or altered identification
 2. Unauthorized entry into, presence in, or use of university facilities equipment or property which has not been reserved or accessed through appropriate university officials
 3. Student identification cards
 - a. failing to present a Student ID/Carolina Card when requested by a university official acting in the performance of his or her duties
 - b. possession of more than one Student ID/Carolina Card
 - c. lending a University Student ID/Carolina Card to anyone for reasons not authorized by the University Student ID/Carolina Card policy (Violations may subject both the owner and the holder to disciplinary action).
 - d. failure to report within 24 hours a lost ID/key to a secured facility
 4. Keys
 - a. unauthorized use, possession, or duplication of any university key
 - b. loaning of a residence hall room key to a person not assigned to that room
 5. Communication technology (phones, social mediums, electronic mail, voice mail, etc.)
 - a. misusing or assisting in the misuse of telephones and communication equipment including using any form of communication equipment to harass or threaten any person(s)
 - b. using any form of communication equipment to disrupt the normal operations

or activities of any person, organization, or the university

6. Computers

- a. Failure to adhere to the university's Network Access and Acceptable Use Policy (IT 1.06 <http://www.sc.edu/policies/it106.pdf>)
- b. Misusing university computing resources by intentionally making, receiving, accessing, altering, using, providing or in any way tampering with files, discs, programs, passwords, messages or other computer users without their permission
- c. Using computer resources to harass others or in ways that violate institutional computer use policies

I. Failure to Comply

Prohibited behaviors include:

1. Failure to comply with and respond appropriately to the reasonable and lawful requests of university staff members (including resident mentors) and officials in the performance of their duties
2. Failure to abide by any published university policy or procedure
3. Failure to properly comply with or complete a sanction or obligation resulting from a conduct or honor code hearing
4. Unauthorized disclosure of confidential or proprietary information gained by the student in the course of or by reason of the student's responsibilities or duties as a student employee

M. Shared Responsibility for Violations

Prohibited behaviors include:

1. Acting in concert to violate university conduct regulations
2. Attempting, assisting or promoting any act prohibited by the Student Conduct Code or housing regulations
3. Condoning, encouraging, or requiring behavior that violates university conduct regulations
4. Allowing, permitting or providing opportunity for a guest to violate university conduct regulations

III. Related Policies

University Policy EOP 1.02 Sexual Harassment <http://www.sc.edu/policies/eop102.pdf>

University Policy EOP 1.03 Discriminatory Harassment

<http://www.sc.edu/policies/eop103.pdf>

University Policy STAF 1.08 Sexual Assault Policies and Services

<http://www.sc.edu/policies/staf108.pdf>

University Policy STAF 1.09 Relationship Violence and Stalking Policy

<http://www.sc.edu/policies/staf109.pdf>

University Policy STAF 3.05 Hazing <http://www.sc.edu/policies/staf305.pdf>

University Policy STAF 6.24 Student Non-Discrimination and Non-Harassment Policy

<http://www.sc.edu/policies/staf624.pdf>

IV. Reason for Revision

This document reflects the entirely revised rules for student behavior which is more concise, specific, and accessible to students.

EXHIBIT "D"

HOUSING POLICIES

NUMBER: STAF 4.03

SECTION: Division of Student Affairs and Academic Support

SUBJECT: Campus Housing Policies and Regulations

DATE: June 1, 1993

REVISED: April 14, 2016

Policy for: Columbia
Campus Procedure for: Columbia
Authorized by: Vice President for Student Affairs and Vice Provost Issued by:
University Housing

I. Policy

As a community of scholars, students are encouraged to engage in behaviors that are consistent with the Carolinian Creed.

Fraternity and Sorority Life, University Housing and the Office of Student Conduct and Academic Integrity are responsible for promoting positive community standards and responding to violations of policies published in the Student Code of Conduct and campus housing policies and regulations for both single undergraduate student and family and graduate housing contracts. Students are strongly advised to read all sources of information to understand expectations for their behavior while in or on the premises of University campus housing. Violations of the regulations contained in this section may result in a fine or disciplinary action.

Regulations may be changed, or new ones may be added, in the best interest and protection of persons and property. Residents will be advised promptly of such changes and/or additions through normal channels of communication. For the most current information and updated policies and procedures please see USC Policies and Procedures Manual at <http://www.sc.edu/policies/index.shtml>.

A. Apartment and Room Care

1. Residents are responsible for reasonable care in the use of all housing facilities including the good order, safety, and cleanliness of space leased.

Residents will be required to sign an Apartment or Room Condition Report upon initial occupancy. Upon vacating a room or apartment the condition of that space will be checked against the initial report. Residents will be required to pay for damage other than normal wear and tear. (This includes damage to furniture, equipment, or structural aspects of the area rented.) Grades, transcripts, diplomas, and/or registration materials may be withheld pending final settlement of damage charges. Charges issued through processes other than the resident student conduct system may be appealed to the supervisor of the assistant/associate director of the area. A written request should be submitted within thirty (30) days of the billing date.

2. Accumulation of trash and/or materials including large furniture in apartments or common areas that could constitute a fire or safety hazard or that block egress is not permitted.
3. All university controlled housing is subject to scheduled health, safety, service, preventative maintenance checks, and mandatory bathroom cleaning. An authorized staff member will make periodic checks of facilities after adequate advance notice to residents. Where there is due cause, premises may be entered without notice. Violations of health and safety regulations may result in a \$25 fine, disciplinary action, or appropriate cleaning fee.

B. Apartment and Room Personalization

1. All rooms within our facilities have standard furnishings. Students are responsible for the care of all university-provided furnishings. For a complete list of provided furnishings, see the individual floor plans on our website at <http://www.housing.sc.edu/virtualtour/>. All furnishings must remain in the room.
 - a. Some students may wish to supplement or complement these furnishings by constructing a loft bed in their room. Contact the campus office that corresponds to your residence hall to request your loft procedure and registration form. For more information on lofts refer to our web page at <http://www.housing.sc.edu/pdf/LoftRegistration.pdf>
 - b. Liquid filled furniture is not permitted because of the extra weight and danger of damage to property.
2. Decals and stickers are not to be affixed to any university owned property, including furniture, walls, doors, ceiling, windows and floors. All items should be hung with white "poster putty" or 3M command strips. Campus housing staff will remove the 3M command strips after the student has vacated their space. No tape, nails, hooks, or tacks may be used on the walls, doors, furniture, or ceiling.

C. Apartment and Room Vacating

When residents vacate their space, they must officially check out with the appropriate staff according to published procedures <http://www.housing.sc.edu/checkout.html>. Failure to do so may result in additional charges or forfeiture of the security deposit. Upon withdrawal, suspension, removal, or graduation from the University, residents must vacate their space in accordance with procedures outlined in their contract. In single undergraduate housing at the end of each semester, residents must vacate their room or apartment within 24 hours of their last exam.

D. Bicycles/Motorized Vehicles/Scooters/Rollerblades/Skateboards/Hoverboards

1. Bicycles are permitted in residence halls only in approved locations. If bicycles are to be kept in the room the approval of the roommate(s) is required.
2. Riding bicycles, rollerblades, scooters, or skateboards inside campus housing or at the entrance of residence halls is prohibited.
3. Do not chain bicycles or scooters to fence posts, guard rails, stairwells, sign posts, light posts, fire equipment, trees, or anywhere that interferes with an exit from a building. Improperly chained bicycles/scooters will be subject to impoundment. Bicycles abandoned after residence halls close at the end of the academic year will be impounded by campus police.
4. Mopeds are not allowed in campus housing.
5. Motorized vehicles, with the exception of motorized wheelchairs, are not permitted within 50 feet of residential areas.
6. Hoverboards are not allowed in campus housing.

E. Cooking Equipment

1. The cooking of food in campus housing is primarily restricted to established kitchens.
2. The only cooking equipment allowed in rooms are Underwriters Laboratories (UL) approved appliances that have no exposed heating coils (such as coffee pots and sandwich makers), and one microwave oven per room which does not exceed (1) one cubic foot and/or 700 watts of power.
3. Tampering with or removing Safe-T elements from stoves (temperature limiting devices) and tampering with hood suppression devices is a violation of this policy.

F. Electrical equipment

1. One privately owned refrigerator per resident is permitted. The refrigerator must be compact, under the counter model with a maximum height of 33” and should not

exceed 3.3 cubic ft. and a total wattage of 115 volts or 1.35 amps.

Extension cords and multiple socket plugs are prohibited due to electrical circuitry design limitations as well as health and fire and safety regulations. Surge protectors with a circuit breaker, an on/off switch, and a reset button are approved for use in rooms or apartments. Only one surge protector may be plugged into a socket and at no time may one surge protector be plugged into another surge protector.

2. Halogen lamps are not permitted in campus housing. Other types of lamps with an open cover on top of the light bulb are prohibited unless they have a safety “cage” device attached on top. All spider lamps are prohibited.
3. All lamps must have the correctly rated bulb wattage.
4. Plug in scents are not allowed.

G. Elevators

Each resident is responsible for the proper use and care of campus housing elevators. Residents are not to overload or force doors of elevators. Residents are not to vandalize buttons or remove lights from elevators. Unauthorized personnel are prohibited from entering the elevator shaft. Emergency call buttons are to be used only in case of an emergency.

H. Emergency Egress

1. Emergency exits are only to be used during an emergency situation. The use of emergency exits in campus housing for normal egress is strictly prohibited unless otherwise communicated by a university official. Anyone who uses an emergency exit without authorization will be subject to disciplinary action.
2. The placement of combustible materials or obstructions in egress corridors or stairwells in campus housing is strictly prohibited by fire code and is subject to disciplinary action.
3. Access to the roof of any campus housing is strictly prohibited. Anyone who uses the roof access without authorization will be subject to disciplinary action.

I. Guest responsibility

Each student is responsible for the behavior of his/ her guest(s). It is the responsibility of the host to make sure that the guest(s) understands and abides by all university and campus housing rules and regulations. If a resident's guest is involved in any violation of rules and regulations, the hosting resident, as well as the guest, may be subject to disciplinary action. Students may be held responsible for violations of policy that occur in their room.

J. Hazardous Materials

All campus housing facilities contain hazardous materials. Students should not disturb any building materials including, but not limited to: ceilings, pipe insulation, flooring, or walls. Students should leave the room in an undisturbed manner. The university will continue to monitor areas that contain hazardous materials and post additional warnings or otherwise communicate special concerns as necessary. Students are required to report any damage to the appropriate maintenance office.

K. Keys/ID

Students are responsible for the safety of their room keys/IDs. Students should not loan their key/ID to anyone at any time. Students have 24 hours to report a lost/misplaced key/ID to the appropriate campus office that corresponds to your residence hall. If a student is locked out of his/her room, a temporary key/card may be obtained from the campus office. If the original key/ID is not found or if the temporary key/card is not returned within 72 hours, the lock will be changed and the student will be billed for this service. Students who are certain their key is lost may request an emergency lock change.

L. Personal property

The university urges residents to lock their doors for personal safety and protection of property. Residents are advised not to keep valuable property or large sums of money in their rooms. The university does not assume any legal or financial obligation for any resident's personal property that may be lost or damaged in its buildings. Residents are required to obtain appropriate insurance to cover such losses. University Housing is not responsible for any item(s) left behind once a room or apartment has been vacated.

Missing items should be reported immediately to the University Police (803-777-4215) and to a campus housing staff member or the Campus Office that corresponds to your residence hall. Articles found in campus housing should be turned in to the appropriate Campus Office. Articles that are found elsewhere on campus should be turned in at the Russell House Information Desk located in the second floor lobby.

M. Pets

1. Small fish are the only pets permitted in the residence halls. Fish tanks should not exceed 10 gallons.
2. Students must register with the Office of Student Disability Services, <http://www.housing.sc.edu/checkout.html>, to have an emotional support animal in campus housing.

N. Property and Public Area Damage/Destruction

1. Behavior that causes damage to personal or university property is prohibited. This includes, but is not limited to, tampering or removing window restrictors, security screens, and other types of property.
2. When hallways, bathrooms, elevators, and other public areas in campus housing receive undue abuse, the residents of that area are expected to aid in finding the person(s) responsible. Costs of repairing damages to community property (hallways, bathrooms, lounges, etc.) may be assessed to all residents of the hall or floor when the identity of the individual(s) responsible for such damages cannot be identified.
3. University furniture and equipment may not be removed from lounges, studies, rooms, or other areas where the items are located without specific permission from the campus office that corresponds to your residence hall.

O. Quiet Hours and University Noise Code

1. Quiet hours are in effect from 10pm - 9am Sunday through Thursday. On Friday and Saturday, quiet hours are from 12 midnight - 9am.
2. All students are expected to respect the rights of others by refraining from making loud noises or causing other disturbances that interfere with study or sleep. All residents are expected to respect 24-hour courtesy hours. Regardless of the time or day, if a student makes a reasonable request of another student to be less noisy, that student should comply.
3. During exam periods, quiet hours are extended to 24 hours a day.
4. This regulation also applies to residence halls and all common spaces. In the event that a group makes a disturbance (ex. card or game playing, watching TV or yelling loudly), staff may request violators to leave immediately.
5. Note: All sound systems and stereos must be kept inside and speakers must be kept out of window areas, balconies, etc. Musical instruments may be used in campus housing only in designated places and for properly scheduled events. Music students and band members are expected to use practice rooms available elsewhere on campus.

P. Recreational Activities

The use of outdoor sporting equipment such as hoverboards, balls, Frisbees, golf clubs, bats, squirt guns, lacrosse sticks, riding a bike, etc. is prohibited inside all residence halls. Any activity that includes throwing an object or running in the halls is not allowed.

Climbing or repelling from any campus housing property is prohibited.

Q. Roommate Agreement

The roommate agreement outlines a specific living agreement between roommate/apartment mates. Items outlined in the roommate agreement should not contradict stated residence hall or university policy.

R. Security/Window Screens/Exterior Doors

1. The removal, damage, or opening of a security/window screen in student rooms or public areas in a campus housing facility is prohibited. Tampering with or removal of window restrictors is also prohibited. Failure to abide by this policy will result in financial charges to the student bill and/or disciplinary action.
2. Propping or disconnecting door closures of exterior, corridor and stairwell doors is a violation of this policy. Allowing any unauthorized person to enter the building behind a resident (tailgating) is prohibited.

S. Solicitation in Campus Housing

Please refer to Policy STAF 3.17 <http://www.sc.edu/policies/ppm/staf317.pdf>.

For more information on advertising in the residence halls refer to the housing website at <http://www.housing.sc.edu/flyerdist.html>.

T. Telecommunications

1. Tampering with cable equipment or the unauthorized receiving of cable television is a federal offense and is considered a violation of university regulations related to compliance with general laws, disruptive activity, and theft or misappropriation. Residents of Carolina Gardens may contract with an outside company to initiate service.
2. Devices that broadcast a wireless signal are not allowed in campus housing.
3. In addition to the above, this policy includes Acceptable Use of Information Technology policy, IT 1.06 <http://www.sc.edu/policies/ppm/it106.pdf>.

II. Related Policies

The Student Code of Conduct Regulations <http://www.sc.edu/policies/ppm/staf626.pdf>

U.S.C Policies and Procedures Manual at <http://www.sc.edu/policies/index.shtml>

Campus Solicitation Policy <http://www.sc.edu/policies/ppm/staf317.pdf>

STAF 3.02 Alcohol Policy and Guidelines for the University Community

UNIV 5.00 Tobacco Free Campus

Acceptable Use of Information Technology policy, IT 1.06
<http://www.sc.edu/policies/ppm/it106.pdf>

III. Reason for Revision

This policy was revised to provide clarity and reflect current practice.

EXHIBIT "E"

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of this ___ day of _____, 20__ between, _____ an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at _____ ("**Tenant**"); _____ a _____ company having an address at _____ ("**Landlord**") and _____, a banking _____ chartered under the laws of _____, having an address at _____ ("**Lender**"). (Tenant, Landlord and Lender are hereinafter collectively referred to as the "Parties").

Reference is made to the following facts:

A. Under a Governmental Real Estate Lease Agreement (the "**Lease**") dated _____, by and between Landlord and Tenant, Tenant will occupy certain premises (the "**Leased Premises**") located in _____ County, South Carolina and more particularly described in Exhibit "A" attached hereto and made a part hereof (such property being hereinafter referred to as the "**Property**").

B. Lender has made or has been requested to make a loan (the "**Loan**") to Landlord secured by a Deed to Secure Debt and Security Agreement, Mortgage and Security Agreement or Deed of Trust and Security Agreement (the "**Security Agreement**") encumbering the Property.

C. The Security Agreement and all other documents and instruments evidencing, securing or relating to the Loan shall be hereinafter collectively referred to as the "**Loan Documents**".

D. Tenant has agreed that Tenant will agree to attorn to Lender, provided Tenant is assured of continued and undisturbed occupancy of the Leased Premises under the terms of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the Parties hereto agree as follows:

1. Lender agrees with Tenant that, in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, or in the event of any other action pursuant to the Loan Documents, then in any such event:

(a) Tenant shall not be joined as a party defendant in any such foreclosure proceeding which may be instituted by Lender; and

(b) The Lease shall not be terminated or affected by any such action and Lender will recognize Tenant's rights under the Lease, and Tenant shall peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term of the Lease and any extensions thereof upon the same provisions that are set forth in the Lease and without any hindrance or interruption by Lender so long as Tenant shall not be in default in the performance of its obligations under the Lease, or if such an event of default shall exist, so long as Tenant's time to cure the default has not expired.

2. In consideration of the foregoing covenants by Lender, Tenant agrees with Lender that in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or any other method, Tenant shall attorn to and recognize Lender as its landlord for the remainder of the unexpired term of the Lease and Lender will recognize and accept Tenant as its tenant thereunder. Upon any such

attornment, the Lender shall thereafter assume and perform all of Landlord's obligations as the landlord under the Lease with the same force and effect as if Lender were originally named therein as Landlord and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and upon all terms, covenants and conditions contained therein. Nothing herein shall be construed as a waiver of any contractual claim that Tenant may have against Landlord, or as a release of Landlord from liability to Tenant, on account of the nonperformance of any obligation of Landlord under the Lease.

3. The provisions of Paragraphs 1 and 2 above shall be effective and self-operative immediately upon Lender's succeeding, as provided above, to the interest of Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto.

4. Tenant hereby certifies to Lender that the Lease has been duly executed by Tenant and is in full force and Tenant further affirms that, except as disclosed to Lender, the Lease has not been modified or amended.

5. After receiving written notice from Lender that the Property is subject to the ownership or control of the Lender or that Lender has become entitled to collect rents pursuant to rights granted to Lender in the Loan Documents, Tenant shall pay to Lender, or to such other person or entity as may be designated by Lender in writing, all rent, additional rent or other monies and payments due and to become due to the Landlord under the Lease.

6. 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 set forth below:

<u>If to Lender:</u>	
<u>If to Tenant:</u>	<p>With a copy to:</p> <p>SC Department of Administration Attn: Real Property Services 1200 Senate Street, Suite 460 Columbia, SC 29201</p>
<u>If to Landlord:</u>	

7. As used in paragraphs 1, 2 and 3 herein, the word "Lender" includes any persons claiming by, through or under Lender or the Security Agreement, (including but not limited to any purchaser at foreclosure sale or other proceeding brought to enforce the rights of the holder of the Security Agreement or by any other method), and the words "Tenant" and "Landlord" shall include their respective successors and assigns.

8. Landlord consents and agrees to the terms of this Agreement.

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT EXHIBIT "A"**

LEGAL DESCRIPTION

EXHIBIT "F"

REFURBISHMENT SCOPE OF WORK PROPERTY CONDITION EXPECTATIONS -(Article 11)

Tenant's obligation to refurbish Demised Premises shall be to the extent that the following are beyond normal wear and tear.

THROUGHOUT:

- Repainting of rooms,
- Deep cleaning of the carpet (replacement of carpet where needed),
- Repairs where indicated and as needed

KITCHEN:

- Countertops & sinks wiped down and cleaned.
- Stovetop & drip pans cleaned and free of debris.
- Oven and microwave emptied and cleaned.
- Refrigerator/freezer emptied, cleaned and odor free.
- Cabinets & drawers cleaned and emptied out.
- Dishwasher emptied, wiped down and operable.
- Garbage disposal cleaned and operable.
- Dining stools all present.
- Floors mopped and free of dirt and scuff marks.
- Blinds & windows cleaned and operable.
- Screens, undamaged and properly attached.
- Remove all items from patio and porch and leave free of debris, if applicable.
- Base boards cleaned/swept and free of debris.

LIVING ROOM:

- Sofa & Loveseat are clean, vacuumed and unsoiled.
- Coffee table and end table are clean and free of dirt.
- Walls cleaned, and free of dirt and mounting agents.
- Smoke detector attached and operable.
- Blinds & windows cleaned and operable.
- Screens, undamaged and properly attached.
- All items removed from patio and porch, if applicable.
- Base boards cleaned/swept and free of debris.

BATHROOMS:

- ALL personal property, litter and trash from previous rentals have been removed.
- Cabinets & drawer are clean and emptied out.
- Floors mopped and free of dirt and scuff marks.
- Sinks & countertops wiped down and cleaned.

- Mirrors wiped down and cleaned.
- Tub/Shower wiped down and cleaned with all stains and soap marks removed.
- Toilet wiped, cleaned, and flushing properly.
- Smoke detector attached and operable.
- Base boards cleaned/swept and free of debris.
- Walls cleaned and free of dirt and mounting agents.

BEDROOMS:

- ALL personal property, litter and trash from previous rentals have been removed including under beds and dressers.
- Furniture cleaned and unsoiled.
- Carpets vacuumed and free of debris.
- Walls cleaned and free of dirt and mounting agents.
- Blinds & windows cleaned and operable.
- Screens, undamaged and properly attached.
- Smoke detector attached and operable.
- Base Boards cleaned/swept and free of debris.

LAUNDRY ROOM:

- ALL personal property, litter and trash from previous rentals have been removed, including under appliances and equipment.
- Floors swept and free of dirt and scuff marks, including the areas beneath and behind appliances have been cleaned.
- Walls cleaned and free of dirt/lint and mounting agents.
- Base boards cleaned/swept and free of debris.

ENTRY WAY/BALCONY:

- All cobwebs have been removed and the balcony swept around outside areas. Free of litter and trash!