

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT ("Lease") is made as of the Effective Date (which is the date on which the University of South Carolina executes this Lease as set forth on the signature page) by and between: Greenville County ("Landlord") having an address at: 301 University Ridge suite 2400 Greenville, South Carolina, 29601 and the University of South Carolina – Children's Law School ("Tenant") an agency, institution, or department of the State of South Carolina having an address at: USC – Osborne Administrative Building, Columbia, SC 29208.

ARTICLE 1 – DEMISE OF PREMISES

1.1 Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises" consisting of 752 rentable square feet on the 1st floor of the building (the "Building") located at: 301 University Ridge, Greenville County, South Carolina, Suite 5000, Greenville, SC, in the county of Greenville, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A".

ARTICLE 2 – TERM

2.1 The term of this Lease shall be one year (the "Initial Term") beginning on October 1, 2013, (the "Commencement Date") and, unless terminated or extended, shall end on June 30, 2014, (the "Termination Date"). Provided there is no continuing event of default hereunder by Tenant, Tenant shall have with County Administrator's approval the right to extend the term, including any other required State and/or Federal approvals, Tenant shall have the right to extend the term of this Lease for up to two consecutive periods of one year each (the "Extended Term") upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant's intent to extend the then existing term no later than sixty (60) days prior to the expiration of the then existing term.

ARTICLE 3 – BASIC RENT

3.1 Tenant shall pay rent (the "Basic Rent") to Landlord during the first year of the Initial Term at the rate of \$14.00 per rentable square foot, in the annual aggregate amount of \$10,528.08, payable in equal monthly installments of \$877.34 in advance on or before the tenth (10th) day of each consecutive calendar month of the Initial Term. The rent for the Initial term and the extended term shall not increase by more than 3% per rentable square foot per year from the first year of the Initial Term.

3.2 The cost of utilities, janitorial services, building and grounds maintenance, and repairs shall be paid by Landlord, with the exception of telephone and internet services.

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

3.4 Unless notified otherwise in writing, all payments shall be mailed to Landlord at: County of Greenville, 301 University Ridge, Suite 200, Greenville, South Carolina, 29601

ARTICLE 4 – USE

4.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. At the Commencement Date of this lease, Tenant plans to use the Demised Premises for office use relating to its Children’s Law division.

4.2 If during the Initial Term or any Extended Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or uneconomical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 – ASSIGNMENT AND SUBLETTING

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

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

ARTICLE 6 – SERVICES

6.1 The services provided by the Landlord to Tenant as part of basic rent shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, janitorial services, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance, and any other service necessary to maintain and operate all building and site improvements. Service provided by the Landlord shall include all service charges, labor, materials, and supplies.

ARTICLE 7 – LANDLORD’S REPRESENTATIONS AND WARRANTIES

7.1 Landlord represents and warrants to Tenant that:

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

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

(c) Landlord will keep the Land, the Building, and the Demised Premises in good order and repair;

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow disruption or interference by any other tenant or other parties; and

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

7.2 Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event of breach by the Landlord, Tenant may terminate this Lease in accordance with subparagraph 9.1.

ARTICLE 8 – TENANT'S COVENANTS

8.1 Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due.

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition to Landlord at the termination of this Lease in accordance with Article 13 hereof.

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

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

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

ARTICLE 9 – TENANT CANCELLATION PRIVILEGE

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

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, or

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

(c) If at any time during the Initial Term or the Extended Term, if any, the square footage in the Demised Premises is, in the sole opinion of the University of South Carolina, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty days after notice by Tenant to Landlord of such breach.

9.2 In addition to the cancellation privileges set forth in subparagraph 9.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six months of the Initial Term by giving 60 days written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six months of the lease, to relocate to a building owned or otherwise controlled by USC, the State of South Carolina, or any County or City in the State of South Carolina.

ARTICLE 10 – EXEMPTIONS

10.1 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 attorney fees, court costs, or costs of collection in connection with any action or inaction by Tenant under this Lease;

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

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

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

ARTICLE 11 – SUBORDINATION AND NON-DISTURBANCE

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

ARTICLE 12 – MINOR REPAIRS

12.1 If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace, or otherwise cure the deficiencies described by Tenant within thirty days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$1000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement, or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, and Landlord shall not have repaired such deficiency within sixty days of the date of Tenant's notice to Landlord, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 13 – SURRENDER

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

ARTICLE 14 – NOTICES

14.1 All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 15 – AMENDMENTS

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

ARTICLE 16 – HOLDOVER

16.1 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 in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent and Additional Rent in effect for the Initial Term or Extended Term, if any, until either Landlord or Tenant, by thirty days written notice to the other, shall terminate this Lease, whereupon the Basic Rent, Additional Rent, and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 17 – PARKING

17.1 Tenant shall have full access to and free use of the surface parking lot surrounding the Building. Landlord shall be responsible for maintaining the surface parking lot and keeping it in good repair.

ARTICLE 18 – MISCELLANEOUS

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

18.2 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.

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

18.4 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.

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

WITNESS:

LANDLORD: County of Greenville

Bob Taylor, Chairman

Greenville County Council

Joseph Kernell

County Administrator

Date

WITNESS:

TENANT: USC – Children’s Law School

(signature for Landlord)

(printed name and title of signatory)

Date

Floor Plans: Please print and attach as the last page under Exhibit "A"