



REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

Agenda Item No.

11c

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Ordinance/First Reading Ordinance/Second & Final Reading Resolution/First & Final Reading Information Only

AGENDA DATE REQUESTED: November 14, 2022

ORDINANCE/RESOLUTION CAPTION:

TO APPROVE A LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF GREENVILLE AND LCP LIBERTY SQUARE, LLC FOR THE LIBERTY SQUARE PARKING GARAGE LOCATED AT 65 BEATTIE PLACE (TAX MAP NUMBER 0042000100500)

SUMMARY BACKGROUND:

The City has been in discussions for some time with LCP Liberty Square, LLC, owners of the Liberty Square office buildings at 55 and 75 Beattie Place, regarding the potential purchase of the Liberty Square Parking Garage owned by the City. The tenants of the Liberty Square office buildings are the primary users of the parking garage, and the garage is physically connected to the buildings via covered walkways. The Lease Agreement is structured to maintain revenue coverage for the Parking System Limited Obligation Bond until maturity in June 2023. The total value of the lease payments in the agreement is \$8,250,000, payable at specified intervals beginning immediately upon commencement of the lease (60 days after final Council approval). The full term of the lease is 57 months from commencement, estimated to occur around September 2027, but the lessee will have the opportunity for purchase the garage and pay in full the remaining lease payments any time after January 1st, 2024.

IMPACT IF DENIED:

The City will not lease the garage to LCP Liberty Square, LLC.

FINANCIAL IMPACT:

The net financial impact of the lease agreement is positive during the term of the lease, with the annual rent payments replacing the current operating revenues of the garage.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

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OMB Director

City Attorney

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 5CBFADF322244F8...

City Manager

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A N O R D I N A N C E

TO APPROVE A LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF GREENVILLE AND LCP LIBERTY SQUARE, LLC FOR THE LIBERTY SQUARE PARKING GARAGE LOCATED AT 65 BEATTIE PLACE (TAX MAP NUMBER 0042000100500)

WHEREAS, the owner of the Liberty Square office buildings (“Lessee”) at 55 and 75 Beattie Place desires to obtain ownership of the City-owned Liberty Square parking garage located between the buildings at 65 Beattie Place (the “Property”); and

WHEREAS, City staff and Lessee have been in discussions for some time and have reached agreement on terms of a structured Lease-Purchase of the garage that allows the City to maintain coverage of the outstanding Parking System Limited Obligation Bond through the maturity date in June 2023, and

WHEREAS, the lease is for a term of 57 months from commencement, but may be converted to a purchase agreement any time after January 1, 2024; and

WHEREAS, the lease calls for an immediate payment of \$2,000,000 upon commencement, and structured payments totaling an additional \$6,250,000 during the term of the lease for a total Lease-Purchase cost of \$8,250,000;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, that:

1. The City Manager is authorized to proceed with the Lease and/or Sale of the Property in conformity with the terms and conditions of the Parking Garage Lease in substantially the same form as attached hereto and incorporated herein as Attachment 1. The City Manager is further authorized to execute any additional documents needed to complete the transaction, provided they are in compliance with the Ordinance. The City Manager may make minor adjustments to the attached agreement after consultation with the City Attorney, provided they conform to the purposes of this Ordinance.
2. The operating budget for the Parking Fund will be amended as reflected in Attachment 2 to reflect reduced Parking revenues and expenses associated with the City’s operation of the Liberty Square Garage and increased revenues associated with the Lease agreement.
3. This Ordinance shall become effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT 1

PARKING GARAGE LEASE

THIS PARKING GARAGE LEASE, is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between CITY OF GREENVILLE, SOUTH CAROLINA a political subdivision and municipal corporation organized and existing under the laws of South Carolina ("Landlord"), with an address of 206 South Main Street, 10th Floor, Greenville, South Carolina 29601, and LCP LIBERTY SQUARE, LLC, a Delaware limited liability company ("Tenant"), with an address of 800 East Canal Street, Suite 1900, Richmond, Virginia 23219.

WITNESSETH:

A. Landlord is the owner of a tract of land located at 65 Beattie Place in the City of Greenville, South Carolina with improvements located thereon which include an eight (8) story parking garage known as Liberty Square Parking Garage (the "Parking Garage") and other appurtenances thereto, all as substantially shown on the plat attached hereto as Exhibit "A" (all of the foregoing, collectively, the "Demised Premises"). The Demised Premises is located adjacent to two office buildings located at 55 Beattie Place and 75 Beattie Place (collectively, the "Liberty Square Buildings").

B. Tenant desires to lease the Demised Premises upon the terms and conditions set forth herein in order to use and operate the Parking Garage and as otherwise set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I
Due Diligence Period

Section 1.01. **Due Diligence.** Tenant has a sixty (60) day period beginning on the Effective Date (the "Due Diligence Period"), to study, at its sole cost and expense, the feasibility of all aspects of the Demised Premises. Notwithstanding the foregoing, Tenant shall not without the prior written consent of Landlord, which may be withheld in its sole discretion, perform any invasive studies, sampling, investigations, or Phase II assessments of the Demised Premises. Within five (5) days after the Effective Date, Landlord shall provide to Tenant copies of all existing title commitments or policies and surveys in Landlord's possession and control so that Tenant, at its election, may evaluate the condition of title and perform a survey of the Demised Premises satisfactory to Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims, damages or liability (including reasonable attorney's fees), and shall repair any damage to the Demised Premises, resulting from or relating to Tenant's feasibility study. Tenant may terminate this Lease for any reason or no reason upon written notice of termination to Landlord sent on or before the last day of the Due Diligence Period. In the event of termination as aforesaid, there shall be no further liabilities or obligations on the part of either party under this Lease, except for the indemnity obligations set forth above shall survive termination of the Lease and that all rents previously paid by Tenant shall be immediately returned, refunded, and paid back to Tenant by Landlord. Provided that Tenant does not terminate this Lease, this Lease will commence the day after the Due Diligence Period ends (the "Commencement Date").

ARTICLE II

Grant and Term of Lease; Rental

Section 2.01. **Leasing Clause.** For and in consideration of the rents, covenants and agreements hereinafter agreed by Tenant to be paid, kept and performed, Landlord hereby leases to Tenant and Tenant hereby leases and hires from Landlord the Demised Premises together with all appurtenances and rights thereto, subject to all matters of record and all laws, ordinances, rules, regulations and zoning ordinances of any governmental authority having jurisdiction which are now in effect or which are hereafter adopted and which relate to the Demised Premises; TO HAVE AND TO HOLD the same unto Tenant for the Lease Term (as defined below). The “Lease Term” shall commence on the Commencement Date and continue thereafter through and until the fifty-seven (57) month anniversary of the Commencement Date, subject to Tenant’s right to terminate under Article I above.

Section 2.02. **Rental.** Tenant shall pay to Landlord periodic rentals (hereinafter referred to as “Base Rent”) as follows:

- (a) \$2,000,000 upon the Commencement Date (subject to Article I above);
- (b) \$1,000,000 on or before the 9 month anniversary of the Commencement Date;
- (c) \$1,000,000 on or before the 21 month anniversary of the Commencement Date;
- (d) \$1,000,000 on or before the 33 month anniversary of the Commencement Date;
- (e) \$1,000,000 on or before the 45 month anniversary of the Commencement Date; and
- (f) \$2,250,000 on or before the 57 month anniversary of the Commencement Date.

Section 2.03. **Additional Rent.** In addition to Base Rent, Tenant agrees to pay to Landlord as additional rent (“Additional Rent”) any and all other sums that may become hereunder. Rent shall mean Base Rent and Additional Rent.

Section 2.04. **Use.** The Tenant shall use and occupy the Demised Premises as a Parking Garage only for the purpose of parking, at any time, for itself, its employees, guests, licensees, tenants, customers, and invitees. The use and operations of the Demised Premises shall be in accordance with all applicable laws.

Section 2.05 **Parking Contracts.** From and after the Commencement Date, Tenant shall be entitled to all revenues and income arising out of, related to, or derived from the Demised Premises and/or Parking Garage. Landlord shall no later than the Commencement Date execute the Assignment of Contracts, attached hereto as Exhibit B in order to assign, transfer and convey to Tenant all parking and other contracts related to the Demised Premises and/or Parking Garage (collectively, “Contracts”). During the Due Diligence Period, Tenant shall not interfere with the use and enjoyment of the parkers under the Contracts. During the Term, Tenant shall have full authority to enter into, modify, and terminate any and all parking contracts in its sole discretion provided that no Contract shall have a term extending beyond the Term without Landlord’s prior written consent.

ARTICLE III

Alteration and Ownership of Improvements

Section 3.01. **Alterations and Improvements.** The Tenant, with prior written consent of Landlord, shall have the right, during the Term, to make structural alterations, additions or improvements to the Demised Premises. Any alteration or improvement made to the Demised Premises shall be made in a good and workmanlike manner and in compliance with all valid laws, governmental orders and building ordinances and regulations pertaining thereto.

ARTICLE IV

Title

Section 4.01. **Peaceable Possession.** Subject to the terms of this Lease, Landlord warrants to Tenant the peaceable enjoyment of the Demised Premises against the lawful act, hindrance or disturbance of any person or persons claiming by, through or under Landlord, subject to matters of public record as of the date hereof.

ARTICLE V

Assignment of Lease

Section 5.01. **Consent to Assignment/Permitted Assignments.**

(a) Except as otherwise set forth herein, Tenant shall not sell, assign, or transfer its leasehold estate, either in its entirety or any portion, without the prior written consent of the Landlord, nor shall Landlord sell, assign, or transfer its ownership interests other than as described in this Lease.

(b) Notwithstanding the foregoing and provided that ownership of one of the Liberty Square Buildings is owned in fee simple by (i) Tenant or any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern (collectively, an "Affiliate"), Tenant shall be permitted to assign this Lease to an Affiliate with prior written notice to Landlord and receipt by Landlord of an assumption of this Lease executed by the transferee.

(c) Notwithstanding the foregoing, Tenant may assign this Lease to any entity which purchases one of the Liberty Square Buildings following prior written notice to Landlord and receipt by Landlord of an assumption of this Lease executed by the transferee.

ARTICLE VI

Maintenance and Repair; Casualty; Insurance

Section 6.01. **Operating Expenses.** Throughout the entire Term, Tenant shall, at its sole cost and expense, maintain, repair and replace, as needed, the Demised Premises including elevators and landscaping. Tenant shall pay all expenses of maintenance, repair, replacement, and operation of the Demised Premises including, but not being limited to, electricity, water, gas and

other utility services furnished to the Demised Premises, or portions thereof. Tenant further agrees to provide appropriate security (and/or otherwise market-standard) access controls for the Demised Premises.

Section 6.02. Repairs; Casualty. Tenant shall keep all improvements, including elevators and landscaping, from time to time situated on the Demised Premises in a good and proper repair, condition and working order and at the end or other expiration of the Term of this Lease, deliver up the Demised Premises and all improvements thereon in good and proper working order and condition, reasonable wear and tear only excepted, and subject to the provisions of this Article VI. Tenant shall make all repairs and replacements as and when necessary or as required to comply with the foregoing, and all replacements shall be of a quality at least equal to the item, component or feature originally installed that is being replaced. Tenant agrees that in the case of damage or casualty to, or destruction of, the Parking Garage, it will repair such damage and reconstruct such Parking Garage unless 20% or more of the square footage of the Parking Garage is damaged or otherwise impacted, in which case Tenant shall have the right to terminate this Lease upon written notice to Landlord within ninety (90) days following the casualty. Upon termination of this Lease following a casualty, Tenant shall assign any all insurance proceeds and any claims related to the casualty to Landlord.

Section 6.03. Liability Insurance. Tenant agrees to maintain at all times during the Term of this Lease comprehensive general liability insurance in which Landlord shall be named as an additional insured with minimum limits of liability in respect of personal injury of \$2,000,000.00 for each person and \$2,000,000.00 for each occurrence, and in respect of property damage a broad form policy with minimum limits of \$2,000,000.00 for damage to property. Copies of certificates of policies of insurance shall be delivered to Landlord promptly upon receipt thereof by Tenant required to carry the insurance.

Section 6.04. Fire/Casualty Insurance. Tenant agrees to provide and maintain at all times during the Term of this Lease for the benefit of Landlord and Tenant, as their interests may appear, broad form fire and casualty insurance in an amount covering the improvements of not less than 100% of their full replacement value. Copies of certificates of policies of insurance shall be delivered to Landlord promptly upon receipt thereof by Tenant.

Section 6.05. General Provisions.

(a) All insurance required by this Article VIII shall be evidenced by certificates issued by "A" rated insurers licensed in the State of South Carolina and shall provide that such insurance, as to the interest of Landlord, shall not be invalidated by any act or omission of Tenant or any occupant of the Demised Premises which might otherwise result in the forfeiture of said insurance. All such policies shall name Landlord as an additional insured.

(b) Landlord hereby releases Tenant, and Tenant hereby releases Landlord, and their respective officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the Demised Premises, or to the furnishings and fixtures and equipment, or inventory or other property of either Landlord or Tenant in, about or upon the Demised Premises, as the case may be, which is caused by or results from perils, events or happenings which are the subject of insurance required to be carried (or otherwise is carried) by the respective parties.

ARTICLE VII

Condemnation

Section 7.01. **Definitions.** Wherever used in this Article, the following words shall have the definitions and meaning hereinafter set forth:

(a) "Condemnation proceedings" means any action or proceeding brought for the purpose of any taking of the Demised Premises or any part thereof by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

(b) "Taking" or "taken" means the event and date of vesting of title to the Demised Premises or any part thereof pursuant to the condemnation proceedings.

Section 7.02. **Entire Taking.** If all or substantially all of the Demised Premises shall be taken in condemnation proceedings, this Lease shall terminate as of the date of such taking and the transfer of possession. "Substantially all" of the Demised Premises shall be deemed taken if, as a result of a taking of the Demised Premises, the remaining portion of the Demised Premises cannot, in the reasonable business judgment of Tenant, be used for the use and operation of the Parking Garage. If the taking does not include all or a portion of the improvements, then such taking is not a taking of "substantially all" of the Demised Premises unless such taking materially impairs access to the Demised Premises.

Section 7.03. **Partial Taking.** If less than all or substantially all of the Demised Premises shall be taken in condemnation proceedings, then this Lease shall continue in full force and effect, with only the description of the Demised Premises being modified; provided, however, that rent shall be equitably adjusted/rebated as agreed upon by the parties.

Section 7.04. **Application of Award.** If this Lease shall terminate as a result of a condemnation described in Section 7.02 of this Article, Tenant shall be entitled to receive the entire condemnation award.

Section 7.05. **Application of Award in Partial Taking.** If it is determined pursuant to the provisions of Section 7.03 that the remaining improvements after a partial condemnation can be used economically by Tenant, (i) this Lease shall not terminate, but shall continue in full force and effect as to the portion of the Demised Premises not taken; (ii) Tenant shall commence and proceed with reasonable diligence to repair or reconstruct the Demised Premises; and (iii) the Base Rent shall be reduced in the same proportion that the number of parking spaces are reduced due to such partial condemnation or taking, as reasonably determined by Tenant. The award in condemnation proceedings for any partial taking where repair or reconstruction is undertaken shall be apportioned and paid in the following order of priority:

(a) There shall first be paid any and all reasonable expenses, charges and fees, including reasonable counsel fees, in collecting the awards.

(b) The proceeds of the awards shall next be used as a fund for the restoration and repair of the improvements and equipment situated on the Demised Premises. Said proceeds shall be held by Tenant and shall be paid out from time to time to persons furnishing labor or materials, or both, including architects' fees and contractors' compensation in such restoration work

on vouchers approved by a licensed architect or engineer employed by Tenant to superintend the work.

- (c) The balance of the award shall be paid to Tenant.

ARTICLE VIII

Default

Section 8.01. **Events of Default.** The following events ("Events of Default") shall be deemed to be Events of Default by Tenant under this Lease:

(a) If Tenant shall fail to pay any installment of Rent or other sum of money payable hereunder on the date the same is due and such failure shall continue for a period of thirty (30) days after written notice from the Landlord.

(b) If Tenant shall fail to comply with any term, provision or covenant of this Lease, other than those relating to the payment of rent or other sums of money, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) If a decree or order by a court of competent jurisdiction shall have been entered adjudging Tenant a bankrupt or insolvent or appointing a receiver or trustee or assignee in bankruptcy or insolvency of all or substantially all of its property, and any such decree or order shall have continued in force undischarged or unstayed for a period of sixty (60) days.

(d) If Tenant shall become insolvent, make a transfer in fraud of creditors, or make an assignment for the benefit of creditors (except as otherwise permitted herein), or if a receiver or trustee shall be appointed for Tenant or any of the assets of Tenant.

Section 8.02. **Remedies.** Upon the occurrence of any such Event of Default, Landlord shall have the right, at Landlord's election, to pursue, in addition to and cumulative of any other rights Landlord may have, at law or in equity, any one or more the remedies available under applicable law. In exercising such rights and remedies, Landlord shall make commercially reasonable efforts to mitigate its damages.

Section 8.03. **Landlord Default.** Landlord shall be in default if it fails to comply with any term, provision or covenant of this Lease, and shall not cure such failure within sixty (60) days after written notice thereof to Landlord. Upon the occurrence of any such Landlord default, Tenant shall have the right to sue for actual damages and/or bring a claim or action for specific performance. Landlord shall have no liability to Tenant for indirect, incidental, special, punitive, exemplary, or consequential damages.

ARTICLE IX

Attorneys' Fees

Section 9.01. **Attorneys' Fees.** If on account of any breach or default by either party hereunder, it shall become necessary to employ attorneys to enforce or defend any of said rights or remedies hereunder, such party prevailing in a final judgment shall be entitled to receive and

collect from the other party any reasonable attorneys' fees incurred by reason of such proceedings.

ARTICLE X

Landlord Financing

Section 10.01. **No Existing Mortgage.** Landlord represents and warrants to Tenant that there is not as of the Effective Date (and will not be as of the Commencement Date) an existing mortgage or deed of trust affecting the Demised Premises.

ARTICLE XI

Miscellaneous

Section 11.01. **Estoppel Certificates.** Tenant shall, at any time and from time to time, within thirty (30) days' after request by Landlord, execute, acknowledge and deliver to Landlord a correct statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent and any other charges have been paid in advance and (iii) that no default hereunder on the part of the Landlord or Tenant, as the case may be, exists (except that if any such default does exist, the certifying party shall specify such default), and (iv) the status of such other matters as may be reasonably requested. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or lender.

Section 11.02. **Indemnity.** Tenant shall indemnify, defend and save Landlord, its agents and employees harmless from and against any and all claims, actions, demands, liabilities, damages, or expenses, arising out of, resulting from or related to bodily injury, loss of life, personal injury or death to persons, damage to property, or any of them, occurring in or upon the Demised Premises. As respects the right of Landlord to be indemnified hereunder, there shall be excepted from such indemnity any such claims, actions, damages, liability and expense arising from the negligent act of Landlord, its agents and employees.

Section 11.03. **Force Majeure.** The time within which any party hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which the performance of such act is unavoidably prevented or delayed, retarded or hindered by Acts of God, fire, earthquakes, floods, explosion, actions of the elements, war declared or undeclared (including "police action"), invasion, insurrection, riot, mob violence, sabotage, inability to procure or a general shortage of labor, equipment, facilities, materials, or strikes, lockouts, actions of labor unions, condemnation, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such party ("Force Majeure"), excluding a party's inability to obtain required financing.

Section 11.04. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 11.05. **Notices.** Any notice to be given or to be served in connection with this Lease must be in writing, and may be given personally, by overnight courier service (Federal Express or equivalent) or by certified or registered mail and shall be deemed to have been given

when received (if delivered personally), the following day (if sent by overnight courier), and received forty-eight (48) hours (after a letter containing such notice, properly addressed, with postage or charges prepaid, is deposited for delivery in the U.S. mail) to the other party at its address set forth on page 1 above.

Section 11.06 **Modifications.** This Lease may be modified only by written agreement signed by the Landlord and the Tenant.

Section 11.07. **No Joint Venture.** The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

Section 11.08. **Partial Invalidity.** If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be in force to the fullest extent permitted by law.

Section 11.09. **Authorization and Execution.** This Lease has been duly authorized by all necessary action on the part of Landlord and Tenant, has been duly executed and delivered by Landlord and Tenant, constitutes the valid and binding agreement of Landlord and Tenant, is enforceable against the Landlord and Tenant in accordance with its terms and does not constitute a violation of any other agreement, order, writ or judgment to which either Landlord or Tenant is bound.

Section 11.10 **Tenant Purchase Rights.** Provided that Tenant is not in default hereunder beyond any applicable cure period, Landlord hereby grants to Tenant the option to purchase the Demised Premises at any time on or after January 1, 2024 until and through that date which this Lease terminates or expires.

(a) Purchase Price. If Tenant elects to exercise the option pursuant to this Section 11.10, the purchase price shall be in the amount of \$8,250,000 minus all Base Rent paid by Tenant to Landlord under this Lease as of Closing (the "Purchase Price"). By way of illustration, if Closing occurs on or after the 45 month anniversary of the Commencement Date and Tenant has paid all Base Rent due prior to that date, the Purchase Price would be \$2,250,000, and if Closing occurs on the 57 month anniversary of the Commencement Date, the Purchase Price would be a de minimis amount (i.e., \$100).

(b) Option Exercise. Tenant shall have the exclusive right and option to purchase the Demised Premises. Exercise of the option to purchase the Demised Premises shall be by written notice to Landlord delivered at least sixty (60) days prior to the Closing (as defined below) ("Purchase Notice") at which time this Section 11.10 shall become a binding contract of purchase and sale. Tenant may record in the land records a memorandum evidencing all or a portion of this Section 11.10, and Landlord shall cooperate (including execution) with recording such memorandum.

(c) Settlement; Possession. If Tenant elects to exercise its option to purchase the Demised Premises, the Closing shall be made at such location and as and when Tenant may elect as set forth in the Purchase Notice which date shall be no later than the expiration of this Lease

(the “Closing”). At the Closing, Landlord shall deliver to Tenant a fully executed: (i) limited warranty deed (the “Deed”) conveying to Tenant marketable fee simple title to the Demised Premises and free and clear of all deeds of trust, monetary liens and monetary encumbrances, (ii) a title affidavit, in form and substance customarily used by Tenant’s title insurance company except for indemnity provisions which the City by virtue of its status as a political subdivision and municipal corporation is prohibited from providing, (iii) a certificate, in form and substance satisfactory to Tenant, as to income tax status and matters related to Section 1445 of the Internal Revenue Code, (iv) a certificate, in form and substance satisfactory to Tenant, as to the reporting of certain real estate transactions required by Section 6045(e) of the Internal Revenue Code, and (v) such other documents, certificates, authorizations, instruments and affidavits as may be reasonably requested by Tenant or its title insurance company or required to consummate the transaction contemplated hereunder. Landlord shall pay the costs of preparing the Deed and any other documents to be provided by Landlord hereunder, and all fees of Landlord’s attorney. Tenant shall pay all costs and expenses incurred in connection with its examination of title to the Demised Premises, all premiums charged by Tenant’s title insurance company, any fees of Tenant’s attorney, fees of any closing agent, and all deed recording fees or transfer taxes. As of the Commencement Date, Landlord shall deliver the Demised Premises to Tenant with all building systems and equipment in good working order, and all such systems and equipment will be conveyed to Tenant at Closing. Ownership of the parking gate and entrance management equipment (“Equipment”) shall remain with Landlord during the Term. If Tenant purchases the Demised Premises, Tenant will have the option to purchase the Equipment at the at the depreciated value of the Equipment as of the date of purchase, as reflected in the Landlord’s accounting records. Landlord hereby leases to Tenant the rights to operate the Equipment during the Term, including software, during the term of the Lease, and Tenant will be responsible for any repairs, replacement, and maintenance of the Equipment during that time.

IN WITNESS WHEREOF, the parties hereto have executed this Parking Garage Lease as of the day and year first above written.

LANDLORD:

**CITY OF GREENVILLE, SOUTH
CAROLINA**, a political subdivision and municipal
corporation of the State of South Carolina

WITNESS:

By: _____
John McDonough, City Manager

TENANT:

LCP LIBERTY SQUARE, LLC, a Delaware
limited liability company

WITNESS:

By: _____

Name: _____

Its: _____

Exhibit A

Plat Showing
Demised Premises

