STATE OF SOUTH CAROLINA  )
COUNTY OF RICHLAND  )

GROUND LEASE

This Ground Lease (“Lease”) is made and entered into this _____ day of ____________, __________, by and between the University of South Carolina (“Lessor”), and ________ House Corporation, a corporation organized and existing under the laws of the State of South Carolina (“Lessee”).

ARTICLE 1. DEMISE OF PREMISES

1.01 Premises: Lessor, for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, the real property described in Exhibit A attached hereto and incorporated herein by reference (“Premises”).

1.02 Warranty of Title and Quiet Enjoyment: Lessor hereby covenants and warrants that it has good and marketable title to the Premises and that the Lessee shall have quiet enjoyment of the Premises under the terms and conditions of this Lease.

ARTICLE 2. LEASE TERM

2.01 Commencement and Expiration Date: The term of this Lease shall be for a period of forty (40) years, commencing on the ___ day of ____________, 2001, and expiring on the ___ day of ____________, 20____ (“Lease Term”). This Lease shall be renewable for an additional forty (40) years under the same terms and conditions set forth herein upon the mutual written consent of Lessor and Lessee.

2.02 Termination: Subject to the provisions below, this Lease shall terminate automatically (a) upon expiration of the Lease Term, (b) upon the corporate dissolution of Lessee (which, in the event of an administrative or judicial dissolution shall include the denial of any and all appeals for reinstatement), or (c) in the event the fraternity affiliated with Lessee (the “Fraternity”) is expelled from the University of South Carolina or the University otherwise withdraws formal recognition of the Fraternity, upon completion of all University administrative appeals by the Fraternity for reinstatement. The Fraternity and its members shall have thirty (30) days to vacate the Premises upon completion of all University administrative appeals and following written notice from Lessor.

Provided, however, notwithstanding the above provisions, this Lease shall not terminate pursuant to subsection (c) if within one (1) year of the date of expulsion or withdrawal of the Fraternity (i) Lessee enters into a new sublease agreement for the Premises with another Greek organization formally recognized and in good standing with the University, or with another University affiliated organization acceptable to Lessor, and that the new sublease agreement provides in part that sublessee’s rights under it are subject and subordinate in all respects to all of
the terms and provisions of this Lease, or (ii) if Lessee should fail to secure a sublease with any such organization, Lessor may, but shall not be required to, lease the Premises back from Lessee at a fair market rate so that all rooms in the Premises shall be available for rent to full-time students registered at the University. Lessor agrees that, prior to exercising the right of termination or any other remedy under this Article, Lessor shall provide the mortgagee of the Premises with written notice of intent to terminate, and such mortgagee may effect a cure of any breach or default within the same period of time provided to Lessee to effect a cure of any breach or default.

ARTICLE 3. RENT, TAXES AND UTILITIES

3.01 **Annual Rent:** Lessee agrees to pay to Lessor as rent for the Premises the sum of One and 00/100 ($1.00) Dollar per year, payable annually, in advance. Lessor acknowledges receipt of the sum of Forty and 00/100 ($40.00) Dollars as payment in full of the rent due for the Lease Term.

3.02 **Lessee to Pay Taxes:** Lessee agrees to pay all ad valorem taxes, special taxes, or assessments, including street improvement liens, if any, levied or assessed upon or against the Premises during the Lease Term, or any taxes arising from the Premises as a result of the improvements or other activity of Lessee on the Premises; provided, however, and if allowed by law, Lessor agrees to transfer and assign to Lessee Lessor’s right to claim any exemption from payment of personal or real property taxes by virtue of Lessor’s status under the laws of the State of South Carolina.

3.03 **Lessee to Pay Utility Charges:** Lessee shall pay or cause to be paid in a timely manner upon receipt of bill or invoice all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon the Premises throughout the Lease Term, including any connection fees.

ARTICLE 4. USE OF PREMISES

4.01 **Use of Premises:** Lessee shall have the right to use the Premises solely for the construction and occupancy of a _________ fraternity house (“Chapter House”) for the use of its members who are full-time students at the University of South Carolina, and the Premises and Chapter House shall not be occupied by others except as otherwise provided in this Lease. The Chapter House must be used by the Fraternity primarily for the holding of Fraternity meetings and the conduct of its business. No other improvements or fixtures may be located, constructed or erected on the Premises without the express written consent of Lessor.

4.02 **Compliance With Laws, Rules and Regulations:** Lessee, the Fraternity, and its members, alumni and guests, while on the Premises or making use of the Chapter House, shall abide by and comply with all ordinances of the City of Columbia, laws of the State of South Carolina, laws of the United States, and all the rules and regulations adopted by the University of South Carolina, including, but not limited to, the University’s Guidelines for Greek Housing, as the same may be amended from time to time.

4.03 **Signs:** Lessee shall neither erect nor maintain upon the Premises or the Chapter House any signs of any nature whatsoever without prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 5. CONSTRUCTION BY LESSEE

5.01 **Lessee’s Right to Build -- General Conditions:** Lessee shall have the right during the Lease Term to construct, maintain, alter, remodel, or reconstruct a Chapter House on
the Premises, subject to the provisions of this Lease and to the following conditions: (a) the cost of any such construction, alteration, reconstruction, demolition, or of any change, alteration or improvements shall be borne and paid for by Lessee; (b) the Premises shall at all times be kept free of mechanics’ and materialmen’s liens as hereinafter more specifically provided; (c) building plans with complete architectural drawings and specifications for any original or subsequent construction, alteration, remodeling or reconstruction of the Chapter House must be approved in writing by Lessor prior to the commencement of any such construction, alteration, remodeling or reconstruction, must comply with all applicable building and fire codes, and must incorporate a fire sprinkler system into the design; (d) the Chapter House constructed by Lessee must provide adequate space for no fewer than twenty (20) full-time residents; and (e) Lessee shall install and maintain a fire alarm system that complies with all applicable codes, laws and regulations of the City of Columbia, the State of South Carolina, and the University of South Carolina. Lessee’s fire alarm system shall connect directly with the University Police Department.

5.02 Commencement of Construction: Lessee shall commence construction of a Chapter House on the Premises within twelve (12) months of the date hereof. If Lessee fails to commence construction within such time, then this Lease shall automatically terminate unless renewed in writing by Lessor and Lessee.

5.03 Lessee’s Ownership of Improvements and Fixtures: It is expressly understood and agreed that the Chapter House and any and all other improvements and fixtures constructed, placed or maintained upon any part of the Premises shall be and remain the property of Lessee, except as otherwise provided herein.

5.04 Lessee Prohibited From Removing Improvements and Fixtures: Lessee shall not have any right at any time without the prior written permission of Lessor to remove the Chapter House or any other improvements or fixtures from the Premises. Items not to be considered as improvements or fixtures must be mutually agreed upon by the parties and specified in an addendum to this Lease.

5.05 Purchase or Lease of Improvements by Lessor: In the event this Lease is terminated for any reason, whether by operation of law or otherwise, before the end of the Lease Term, or at the expiration of the Lease Term, whichever shall later occur, Lessor shall have the following rights:

(a) Lessor shall have the first right to purchase the Chapter House and any and all other improvements and fixtures erected by Lessee on the Premises at fair market value. Fair market value shall be determined by agreement of Lessor and Lessee, or if no agreement can be reached, by a board of three (3) appraisers, one of which shall be selected by Lessor, one of which shall be selected by Lessee, and one of which shall be selected by the first two appraisers selected by Lessor and Lessee; provided, however, there shall be deducted from any amount payable to Lessee the amount of any outstanding debts owed to Lessor or the University of South Carolina, and all costs and expenses incurred by Lessor as a result of the termination; provided, further, that Lessee shall execute such instruments as are reasonably necessary to convey to Lessor all of Lessee’s right, title, claim and interest in this Lease, the Premises, and all improvements and fixtures thereon. Lessor shall advise Lessee of its intent to enter into negotiations for the purchase of the Chapter House and any other improvements and fixtures on the Premises within sixty (60) days from the effective date of termination or expiration of this Lease; or

(b) Lessor shall have the first right to negotiate a lease for the use of the Chapter House and any other improvements or fixtures on the Premises upon mutually agreeable terms and conditions. Lessor shall advise Lessee of its intent to enter into negotiations for the lease of the Chapter House and any other improvements and fixtures on the Premises within sixty (60) days from the effective date of termination or expiration of this Lease.
(c) In the event Lessor elects not to purchase or lease the Chapter House and other improvements and fixtures on the Premises, Lessor shall retain the right to approve Lessee’s sale or lease of the Chapter House and other improvements and fixtures on the Premises to any other individual, partnership, corporation or entity, such approval not to be unreasonably withheld, it being expressly agreed and understood by the parties that the Premises are an integral part of the Greek Housing community being established by Lessor and the University of South Carolina and that the sale or lease of the Chapter House to any entity other than another Greek organization formally recognized and in good standing with the University, or a University-affiliated organization, would be inconsistent with the University campus environment. Lessor shall enter into a ground lease with Lessee’s purchaser or sublessee upon substantially the same terms and conditions contained in this Lease. Notwithstanding the foregoing, Lessor may limit the lease term of any such ground lease to the unexpired Lease Term of this Lease at the time of termination.

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE

6.01 Encumbrance of Leasehold Estate:

(a) Nothing contained in this Lease shall be construed to prevent Lessee from executing a mortgage on the leasehold estate created hereby to secure a loan to construct, make additions to, refurbish, or repair the Chapter House situated on the Premises. Before any encumbrance of the Chapter House or leasehold estate can take place, however, Lessee must obtain consent from Lessor in writing to encumber Lessee’s leasehold estate. However, Lessor acknowledges that Lessee may require construction and term financing for the Chapter House and Lessor will not unreasonably withhold, condition or delay its approval for the mortgaging of Lessee’s Chapter House or leasehold estate for such purposes. Such approval shall also include Lessor’s consent to a collateral assignment of Lessee’s rights under this Lease to Lessee’s mortgagee. In the event of a default hereunder, Lessor shall not pursue any remedies against Lessee or against the Leased Premises until Lessee’s mortgagee has been given notice of such default and the right to cure such default within thirty (30) days of such notice (or a longer period of time when a cure is not practical within such period and Lessee’s mortgagee has commenced curative efforts and is diligently pursuing the same).

(b) Should a default under Lessee’s note or other security instrument occur and the holder(s) thereof elect to foreclose same, Lessee agrees that, upon termination of the Lease, any such holder(s) shall be subject to Lessor’s rights as set forth in Article 5.05 herein. No lender or holder of any security instrument shall have the right to assign its rights under this Lease without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Provided, however, Lessor acknowledges that Lessee’s mortgagee may require a collateral assignment of Lessee’s rights under this Lease as security for any financing to be provided for the Chapter House. In the event Lessee defaults hereunder, and fails to cure such default during any applicable cure period, Lessee’s mortgagee may (a) effect a cure of such default as provided herein, (b) enter upon, take possession, and operate the Premises and proceed to perform any and all obligations of Lessee contained in this Lease, and (c) exercise any and all rights of Lessee herein contained as fully as Lessee itself could. The rights of Lessee’s
mortgagee under this Paragraph shall not exceed those of Lessee and are expressly subject to the rights of Lessor as set forth in this Lease.

ARTICLE 7. REPAIRS, RESTORATION, GREEK HOUSING ASSOCIATION

7.01 Lessee’s Duty to Repair Chapter House: Lessee, at Lessee’s own cost and expense, at all times during the Lease Term, agrees to keep and maintain, or cause to be kept and maintained, the Chapter House and all improvements which may be erected upon the Premises in a safe condition and a good state of appearance and repair, reasonable wear and tear excepted. In the event Lessee fails to keep and maintain the Chapter House and other improvements in a safe condition and a good state of appearance and repair, Lessor may, upon seven (7) days written notice to Lessee, cause to be conducted such maintenance and repair, at the expense of Lessee, which amount so expended shall be immediately due and payable from Lessee to Lessor as additional rent hereunder.

7.02 Destruction of Chapter House -- Option to Repair or Terminate: If Lessee’s Chapter House is destroyed during the Lease Term, Lessee may either (a) commence within sixty (60) days and diligently pursue to completion the repair or reconstruction of the Chapter House, and this Lease shall remain in full force and effect, or (b) terminate this Lease upon thirty (30) days notice to Lessor, in which case the provisions of Article 5.05 shall govern the disposition of the Chapter House; provided, however, should Lessor elect to purchase the Chapter House pursuant to Article 5.05(a), it is understood and agreed that Lessee shall be responsible for all costs of demolition or repair necessitated by the damaged condition of Chapter House.

7.03: Greek Housing Association: Lessee shall be obligated to join the University of South Carolina Greek Housing Association (“Association”) and pay in a timely manner the fees established and assessed by the Association for garbage collection, landscape maintenance, and other services applicable to the Premises deemed necessary and appropriate by the Association to ensure that the Premises are maintained in a safe condition and in a good state of appearance.

ARTICLE 8. LIENS

8.01 Prohibition of Liens on Fee or Leasehold Interest: Lessee shall not suffer or permit any mechanics’ liens or other liens to be filed against the fee of the Premises or against Lessee’s leasehold interest in the Premises nor any buildings or improvements on the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee.

8.02 Removal of Liens by Lessee: If any such mechanics’ liens or materialmen’s lien or other lien shall be recorded against the Premises or any improvements thereof, or against Lessee’s leasehold interest, Lessee shall cause the same to be removed or, and in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to indemnify and save Lessor harmless for all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said lien, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 9. CONDEMNATION

9.01 Interests of Parties on Condemnation: In the event the Premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain by any authority other than by Lessor, its successors, or assigns, the interests of Lessor and Lessee in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided by this Article 9.
9.02 **Total Taking -- Termination:** In the event the entire Premises are taken or so transferred, this Lease and all of the right, title and interest hereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority, and the proceeds of such condemnation shall be divided between Lessor and Lessee with the fair market value of the Premises paid to Lessor, and the remainder of the proceeds paid to Lessee.

9.03 **Partial Taking -- Termination:** In the event of the condemnation, taking or transfer of only a portion of the Premises, leaving the remainder of the Premises in such condition, form, shape, or reduced size as not to be reasonably and practicably usable for the operation thereon of Lessee’s Chapter House, at Lessee’s option and by giving thirty (30) days’ written notice to Lessor, Lessee may cancel and terminate this Lease, effective as of the end of such thirty (30) day notice period, subject to the provisions of Article 5.05 above.

**ARTICLE 10. ASSIGNMENT AND SUBLEASE**

10.01 **Assignment and Sublease:** Except as provided in Article 2.02 and Article 6.01, Lessee shall not assign, convey, or transfer Lessee’s leasehold interest in the Premises or in this Lease without the prior written consent of Lessor. No assignment or subletting shall relieve Lessee from any of its obligations hereunder, and every assignment or sublease shall recite (a) that it is and shall be subject and subordinate to the provisions of this Lease, and (b) that the termination or cancellation of this Lease shall constitute a termination and cancellation of such assignment or sublease. In the event the Fraternity withdraws from the University of South Carolina, Lessee may enter into a new sublease agreement for the Premises with another Greek organization formally recognized and in good standing with the University, or with another University-affiliated organization acceptable to Lessor, provided the new sublease provides in part that sublessee’s rights under it are subject and subordinate in all respects to all of the terms and provisions of this Lease. If Lessee fails to secure such a sublease, Lessor may, but shall not be required to, lease the Premises back from Lessee at a fair market rate so that all rooms in the Premises shall be available for rent to full-time students registered at the University.

**ARTICLE 11. INSURANCE AND INDEMNITY**

11.01 **Insurance:** Lessee shall obtain prior to commencement of any construction activities on the Premises, and maintain thereafter throughout the Lease Term, a policy of general liability insurance in the amount of Two Million and 00/100 ($2,000,000) Dollars from a reputable insurance company approved by Lessor. The general liability insurance shall insure and protect Lessee, Lessor, the University of South Carolina and its Board of Trustees, officers, agents and employees, as named insureds, from any and all liability and damages arising from Lessee’s occupancy or use of the Premises or from the construction or operation of a Chapter House on the Premises. A copy of the general liability insurance policy shall be supplied to Lessor prior to the commencement of construction of the Chapter House, and a certificate of insurance evincing the continued existence of such insurance shall be supplied to Lessor annually thereafter. Lessee shall also obtain and maintain throughout the Lease Term a hazard insurance policy from a reputable insurance company approved by Lessor in an amount sufficient to cover the full replacement value of all improvements on the Premises. A copy of the hazard insurance policy shall be supplied to Lessor prior to the occupancy of the Chapter House, and a certificate of insurance evincing the continued existence of such insurance shall be supplied to Lessor annually thereafter.

11.02 **Indemnity:** Lessee agrees to indemnify and to hold harmless Lessor, its Board of Trustees, officers, agents and employees from any and all debts, claims, actions, causes of action, fees and expenses, including attorney fees, and any other liability of any nature whatsoever, it or they may incur or suffer as a result of the negligence, misfeasance, malfeasance or nonfeasance
of Lessee or any of its members, guests, contractors, subcontractors, employees, officers or agents, occurring or arising during the Lease Term.

ARTICLE 12. DEFAULT AND REMEDIES

12.01 Time for Curing Default: If Lessee defaults in its performance of any of the covenants, conditions, agreements, or undertakings contained herein, and such default continues for thirty (30) days after written notice from Lessor (subject to a reasonable extension if a cure is not practical during such period and Lessee has commenced cure and is diligently pursuing the same), or if Lessee should fail to cause the Premises to be occupied and used as stated herein (including the alternative uses stated in Article 2.02), then, subject to the notice and cure rights of any mortgagee as stated in Article 6.01, Lessor may exercise any rights or remedies it has at law or in equity against Lessee including but not limited to the right to remove and eject Lessee and all persons occupying any part of the Premises, and Lessor shall be entitled to terminate this Lease.

ARTICLE 13. GENERAL PROVISIONS

13.01 Conditions and Covenants: All of the provisions of this Lease shall be deemed to run with the land, and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

13.02 University Computer and Telephone Service: Lessee shall purchase telephone, computer, and cable television services through Lessor. Lessee shall construct all Chapter House bedrooms to enable the occupants to access Lessor’s computer system. Lessee shall pay Lessor for telephone, computer, and cable television services at the same rates charged by the Lessor to students living in University residence halls.

13.03 Billing for Room and Board: Students living in the Chapter House shall pay for room and board through the University. If a student purchases a meal plan connected with Lessee’s fraternal organization, then the student shall be exempt from the requirements of any other University meal plan to the extent approved by the University’s Greek Housing Committee. Lessee shall forward Fall semester room and board bills to the University no later than June 15, Spring semester room and board bills no later than October 15, and Summer room and board bills no later than April 1. The University shall bill the students directly upon receipt of bills from Lessee. The University will forward to Lessee receipts for Fall semester bills no later than October 1, for Spring semester bills no later than February 1, and for Summer bills no later than August 1; provided, however, the University shall withhold from such receipts any amount due and owing the University pursuant to this Lease. Lessee shall also pay an administrative fee equal to 2.75% of the gross billing each semester. Lessee shall pay the administrative fee within thirty (30) days of receiving the University’s invoices.

13.04 Maintenance, Repair and Renovation Account: Lessee shall deposit five (5%) percent of the housing receipts it receives from Lessor into an account established by Lessee for the sole purpose of accumulating funds to be used for periodic maintenance, repair and renovation of the Chapter House. Lessee shall notify Lessor of each disbursement from this account which exceeds the sum of $2,500. Lessee shall provide Lessor semi-annual financial statements evincing the continued existence of this account.

13.05 House Director: A non-student house director shall reside in the Chapter House whenever the Chapter House is occupied by students. The house director shall be an employee of Lessor and shall be selected by Lessor after consultation with Lessee. The University shall
withhold from the room and board funds it collects for Lessee pursuant to Article 13.03 herein an amount necessary to pay the salary and fringe benefit costs of the house director.

13.06 **University of South Carolina Police and Fire Officials:** The Chapter House constructed by Lessee on the Premises shall be subject to the jurisdiction of University of South Carolina law enforcement and fire and safety officials. Lessee’s Chapter House shall be considered University housing for purposes of this Article 13.06.

13.07 **No Waiver of Breach:** No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

13.08 **Successors in Interest:** Each and every covenant, condition, and restriction in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Lessor, and, subject to the restrictions set forth above, the authorized encumbrancers, assignees, transferees, subtenants, licensees, and other successors in interest of Lessee.

13.09 **Partial Invalidity:** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13.10 **Relationship of Parties:** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts or the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

13.11 **Term Includes Extensions:** All reference to the term of this Lease or the Lease Term shall include any extensions or renewal thereof.

13.12 **Modification:** This Lease is not subject to modification except in writing signed by Lessor and Lessee.

13.13 **Delivery of Rent and Notices -- Method and Time:** All notices, demands, or requests from one party to another may be personally delivered or sent by mail -- certified or registered, postage prepaid, return receipt requested -- to the addresses stated in this Article 13.13, and shall be deemed to have been given at the time of delivery. All notices, demands, or requests from Lessee to Lessor shall be given to Lessor at:

Associate Vice President for Student Affairs and Academic Support  
Department of Student Life  
112 Russell House University Union  
University of South Carolina  
Columbia, S.C. 29208

All notices, demands, or requests from Lessor to Lessee shall be given to Lessee at:

13.14 **Payment of Rent:** All rents and other sums payable by Lessee to Lessor shall be in lawful money or by check payable to Lessor, and delivered or mailed to Lessor at:
13.15 **Applicable Law:**

(a) This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina, and any suit, action, or proceeding arising out of or relating to this Lease shall be governed by the laws of the State of South Carolina.

(b) Lessee agrees that any act by Lessor regarding this Lease is not a waiver of either Lessor’s sovereign immunity or the Lessor’s immunity under the Eleventh Amendment of the U.S. Constitution.

(c) Any suit, action or proceeding arising out of or relating to this Lease shall be instituted and maintained only in a state or federal court located in Richland County, State of South Carolina.

13.16 **Entire Agreement:** This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee’s use and occupancy thereof. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized in writing and signed by both Lessor and Lessee.

13.17 **Short Form Lease:** The parties hereto agree to execute and record in the Richland County Register of Deeds a short form lease memorializing the basic terms hereof.
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease on the dates below indicated.

LESSOR:  
UNIVERSITY OF SOUTH CAROLINA

_________________________  
Amy Stone  
Secretary of the Board of Trustees  
Witness

LESSEE:  
_________________________  
House Corporation President  
Witness

HOUSE CORPORATION