

ORIGINAL

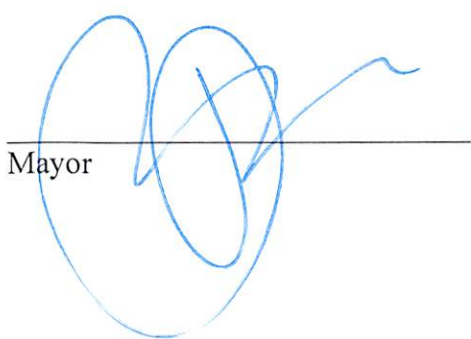
ORDINANCE NO.: 2025-018

*Authorizing execution of a Third Amendment to Lease
for the Amtrak Station*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 15th day of April, 2025, that the City Manager is hereby authorized to execute the attached Third Amendment to Lease for an extension of the lease agreement of the Amtrak Station, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Simons



Mayor

Approved by:

Cherese B. Wilson
City Manager

ATTEST:

Approved as to form:



City Attorney

Eukad U. Hammond
City Clerk

Introduced: 04/01/2025
Final Reading: 04/15/2025

THIRD AMENDMENT TO LEASE AGREEMENT
Rail Station
Columbia, South Carolina

This Third Amendment to Lease Agreement (“Third Amendment”) is made this ___ day of March 2025, by and between the City of Columbia, South Carolina (“Lessor”) and National Railroad Passenger Corporation (“Lessee”), referred to collectively as the “Parties.”

BACKGROUND

- A. Lessor and Lessee entered into a Station Lease on or about January 15, 1991 (“Original Lease”) pursuant to which Lessor leased to Lessee certain premises (“Premises”) located at 850 Pulaski Street Columbia, South Carolina 29201, all as more fully set forth in the Original Lease; and
- B. The Original Lease was amended pursuant to the First Amendment to Lease dated October 16, 2000 (“First Amendment”), and pursuant to the Second Amendment to Lease dated December 4, 2012 (“Second Amendment”), both of which were executed by the Parties, and
- C. The Original Lease, as modified by the First Amendment and the Second Amendment, shall be referred to collectively as the “Lease”; and
- D. Lessor and Lessee desire, *inter alia*, to extend the term of the Lease and to amend certain terms of the Lease as set forth hereinbelow.

NOW THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals of the Background Section are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this Third Amendment shall have the same meaning as in the Lease.

2. Extensions. The term of the Lease is hereby extended through January 31, 2030 (“2025 Extension Term”), unless sooner terminated in accordance with the terms of the Lease. The 2025 Extension Term shall be on the same terms and conditions as set forth in the Lease, except as otherwise set forth herein. Upon approval of Lessor, Lessee may also be granted three (3) options to extend the term of the Lease after the 2025 Extension Term (each an “Option” or collectively “Options”) for five (5) additional years under each Option (each an “Extension Term” or collectively “Extension Terms”) pursuant to the then current terms of the Lease. Lessee shall notify Lessor in writing of its desire to exercise the

Option(s) to extend this Lease for an additional Extension Term(s) at least sixty (60) days prior to the expiration of the then-current term and Lessor shall have thirty (30) days to accept or reject the Extension Term(s).


3. Non-Waiver. Except as expressly amended hereby, the Lease shall remain unmodified and in full force and effect.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this Third Amendment to the Lease as of the day and year first written above.

Witness:



LESSOR:
City of Columbia, South Carolina

BY:  (Seal)
Name: Teresa Wilson
Title: City Manager


APPROVED AS TO FORM

Legal Department City of Columbia, SC
3/10/2025

Witness:

Terrance Hancock

LESSEE:
NATIONAL RAILROAD PASSENGER CORPORATION

BY:  (Seal)
Name: Louis Wolfowitz
Title: Vice President, Real Estate and Commercial
Development