

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2023-060

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 2638 Two Notch, LLC for the lease of 2638 Two Notch Road, Suite 208 for use as a Police Substation

BE IT RESOLVED by the Mayor and City Council this 18th day of July, 2023, that the City Manager is hereby authorized to execute the attached Lease Agreement and any documents necessary and approved by the City Attorney, between the City of Columbia and 2638 Two Notch, LLC for the lease of 2638 Two Notch Road, Suite 208 for use as a police substation.

Requested by:

Chief Holbrook

Approved by:


City Manager

Approved as to form:


City Attorney

Introduced: 7/18/2023

Final Reading: 7/18/2023

Mayor

ATTEST:


City Clerk

**OFFICE
LEASE AGREEMENT
(Full Service)**

BY AND BETWEEN

**2638 Two Notch, LLC
(LANDLORD)**

AND

**City of Columbia
(TENANT)**

**DATED
June 26, 2023**

EFFECTIVE AS OF August 1, 2023

LEASE NUMBER:

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**OFFICE LEASE
(GROSS LEASE)**

THIS LEASE is made and entered into as of the date so specified herein below, by and between 2638 Two Notch, LLC, hereinafter called "Landlord," and City of Columbia, hereinafter called "Tenant."

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributes, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland, in or near the City of Columbia, having an address of 2638 Two Notch Road and more specifically described as approximately 2,150 square feet, Suite 208, hereinafter "Demised Premises."

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE AND TO HOLD said Demised Premises unto Tenant for a term of five (5) years beginning on the 1st day of August, 2023, and ending at 11:59 PM, local time, on the last day of July, 2028. The Tenant shall have the option to renew the term of this Lease for two additional periods of two (2) years (each period a "Renewal Term" and with the initial Term sometimes the "Term"); provided, however, that (i) Tenant is not in default under the Lease, and (ii) Tenant shall provide Landlord with written notice of Tenant's intent to renew the Lease not less than thirty (30) days prior to the end of the initial Term. Landlord and Tenant shall negotiate in good faith a new Rent rate satisfactory to both parties for such Renewal Term prior to the expiration of the then current Term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants to pay as rental to Landlord as defined in Paragraph 35 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of Colliers International South Carolina, Inc. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Land lord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements,

whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES: Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES: Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. SERVICES AND UTILITIES FURNISHED BY LANDLORD: Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as personal computers, word processing equipment, copiers and fax machines.
- YES (b) hot and cold running water in restrooms.
- yes (c) chilled drinking water within reasonable distance of the Demised Premises.
- NO (d) elevator service.
- YES e) janitorial and yard service in accordance with usual and customary schedule.
- YES) pest control, including termite extermination.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).

YES (h) building management by Colliers International South Carolina, Inc. (803) 254.5000.

YES) parking - see paragraph #11.

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

8. PAYMENT OF TAXES AND OTHER ASSESSMENTS: Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease.

9. COMMUNICATION LINES: Subject to building design limits, Tenant may install, maintain, replace, remove or use communications or computer wires and cables which service the Demised Premises ("Lines"), provided: (a) Tenant shall obtain Landlord's prior written consent, and shall use contractors approved in writing by Landlord, (b) any such installation, maintenance, replacement, removal or use shall comply with all laws, rules and regulations applicable thereto, and shall not interfere with any than existing Lines at the building, and (c) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require Tenant to remove any Lines located in or serving the Demised Premises which violate this Lease or represent a dangerous or potentially dangerous condition, within three (3) days after written notice. Landlord also reserves the right to require that Tenant remove any and all Lines upon termination of this Lease. Any Lines not required to be removed shall, at Landlord's option, become the property of Landlord without payment of any type. Under no circumstances shall any Line problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease.

10. SUBORDINATION OF LEASE: It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

11. PARKING: Tenant is hereby granted the right to use or rent spaces in the building parking area (if available) in common with other tenants, and Landlord reserves the right to assign spaces in the parking area or otherwise control its use. Parking shall be in common with other tenants.

12. ENTRY BY LANDLORD: Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

13. ASSIGNMENT AND SUBLETTING: Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

14. WAIVER OF COVENANTS; No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

15. DEFAULT BY TENANT: This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise.,

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

16. INSURANCE / INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible company's liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages\$ 1,000,000.00 per occurrence

\$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Land lord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 16(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 16(a) and (b).

17. ENVIRONMENTAL MATTERS: Tenant covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Demised Premises, the building or the property, any asbestos, polychlorinated biphenyls, petroleum products or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any thereof, including any judicial or administrative orders or judgments. Any such asbestos, polychlorinated biphenyls, petroleum products and any such other hazardous or toxic materials, wastes and substances or herein collectively called "Hazardous Materials". Tenant agrees that mold, mildew, fungi, bacteria and other biological microorganisms (hereinafter collectively "Mold") are found both inside and out and in certain circumstances can cause or contribute to health problems and/or damage to property. Tenant further acknowledges that whether or not a particular location experiences the growth of Mold depends largely on the maintenance, use, upkeep and management of the building or unit and that special attention should be paid to kitchens, bathrooms, closets, break rooms, areas of high humidity, around building penetrations and along outside walls. Tenant agrees that Landlord and Landlord's agents, employees, officers, directors and those hired by them shall not be liable or responsible, for any condition which exists in the environment or which is undisclosed to them or outside their control. Tenant agrees the Landlord nor Landlord's agent and those listed above shall not be responsible or liable for damages (including but not limited to property damage, personal injury, emotional distress, loss of income, loss of use, loss of value, attorney fees, expert fees , costs, expenses and/or disbursements) caused by Mold or any other biological microorganism to Tenant, its invitees, employees, or any other individual or entity or the personal property of Tenant or the others referenced above which is caused, among other things, in whole or in part by Tenant's failure to properly maintain, clean, repair, and/or inspect the Demised Premises, Tenant's failure to carry out its obligations and duties under the Lease or to notify the Landlord or Landlord's agent in writing of the existence of unacceptable levels of Mold or other biological microorganisms and the need to remediate or repair the conditions- The above notwithstanding, the rights and obligations of the parties to repair, maintain, or otherwise protect the Demised Premises are set forth elsewhere herein and nothing in this provision is designed to alter the respective responsibilities of the parties. Tenant acknowledges the Landlord and Landlord's agent are, except as is set forth in writing, unaware of the presence of Mold in the Demises Premises or building as of the date hereof and Tenant agrees to properly notify Landlord or Landlord's agent should it become

aware of the existence of such conditions. The provisions of this Paragraph 17 shall survive the expiration or earlier termination of this Lease.

18. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises tenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

19. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month- to- month tenancy only Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month - to- month tenancy by providing Tenant thirty (30) days prior written notice.

20. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

21. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense,

make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically y feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

22. QUIET ENJOYMENT: If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

23. RELOCATION:

A. Substitute Premises. Landlord, at its option, may substitute for the Demised Premises other space (hereafter called "Substitute Demised Premises") owned by Landlord in the same geographical vicinity before the Commencement Date or at any time during the Term or any extension of this Lease. Insofar as reasonably possible, the Substitute Demised Premises shall be of comparable quality and shall have a comparable square foot area and a configuration similar to the Demised Premises.

B. Notice. Landlord shall give Tenant at least sixty (60) days prior written notice of its intention to relocate Tenant to the Substitute Demised Premises. This notice will be accompanied by a floor plan of the Substitute Demised Premises. After such notice, Tenant shall have ten (10) days within which to agree with Landlord on the proposed Substitute Demised Premises and unless such agreement is reached within such period of time, Landlord may terminate this Lease at the end of the sixty (60) day period of time following the notice.

C. Upfit of Substitute Demised Premises. Landlord agrees to construct or alter, at its own expense, the Substitute Demised Premises as expeditiously as possible so that they are in substantially the same condition that the Demised Premises were in immediately prior to the relocation. Landlord shall have the right to reuse the fixtures, improvements and alterations used in Demised Premises. Tenant agrees to vacate the Demised Premises and shall occupy the Substitute Demised Premises as soon as Landlord's work is substantially completed and failure to do so shall be deemed a default of this Lease.

D. Relocation Costs. If relocation occurs after the Commencement Date, then Landlord shall pay Tenant's reasonable third-party costs of moving Tenant's furnishings, telephone and computer wiring, and other property to the Substitute Demised Premises, and reasonable printing costs associated with the change of address.

E. Lease Terms. Except as provided herein, Tenant agrees that all the obligations of this Lease, including the payment of Rent will continue despite Tenant's relocation to the Substitute Demised

Premises. Upon substantial completion of the Substitute Demised Premises, this Lease will apply to the Substitute Demised Premises as if the Substitute Demised Premises had been the space originally described in this Lease.

24. NOTICES: Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord: at the following address:

With Copy to

2638 Two Notch, LLC
2638 Two Notch Rd,
Suite 204
Columbia, SC 29204

Colliers International South Carolina, Inc.
Attn: Property Management Dept.
P.O. Box 11610
Columbia, SC 29211

To The Tenant at the following address:

With copy to:

City Manager
1737 Main Street
Columbia, SC 29201

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

25. SIGNS AND BUILDING DIRECTORY: No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

26. RULES AND REGULATIONS: Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

27. SURRENDER OF DEMISED PREMISES: Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

28. RIGHTS OF SUCCESSORS AND ASSIGNS: The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs,

successors, distributes, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided,

29. COMMISSIONS: Landlord acknowledges no real estate broker(s) is involved in the procurement of this Lease and all expansions, extensions and renewals. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

30. RESERVED.

31. CONDITION OF THE DEMISED PREMISES: Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

32. FAILURE TO PERFORM COVENANT: Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

33. CONSTRUCTION OF LEASE: The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

34. SUBMISSION OF DOCUMENT: The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

35. ADDITIONAL PROVISIONS: Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1. Rent as defined in Article C, Paragraph 1 ("Rent") shall be paid by Tenant to Landlord according to the following schedule:

<u>Term</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
August 1, 2023—July 31, 2024	\$200.00	\$2,400.00
August 1, 2024 --- July 31, 2025	\$208.00	\$2,496.00
August 1, 2025---- July 31, 2026	\$216.32	\$2,595.84
August 1, 2026---- July 31, 2027	\$224.97	\$2,699.64
August 1, 2027-----July 31, 2028	\$233.97	\$2,807.64

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the____
day of July, 2023.

WITNESS:

LANDLORD:2638 Two Notch, LLC

By: _____

ITS: _____

Date_____

TENANT: City of Columbia:

By: Christy for Denise Wilson _____

ITS: City Manager

John Wilson

APPROVED AS TO FORM
Christy
Legal Department City of Columbia, SC