

RESOLUTION NO.: R-2010-052

*Authorizing the City Manager to execute an Operation and Management Agreement between the City of Columbia and EdVenture, Inc. and First Addendum to the Operation and Management Agreement for the Terrace Building Addition between the City of Columbia and EdVenture, Inc.*

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 23rd day of June, 2010, that the City Manager is authorized to execute the attached Operation and Management Agreement between the City of Columbia and EdVenture, Inc., and the attached First Addendum to the Operation and Management Agreement for the Terrace Building Addition between the City of Columbia and EdVenture, Inc.

Requested by:

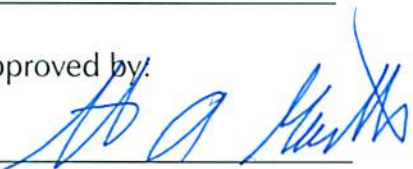
\_\_\_\_\_



Mayor

Approved by:

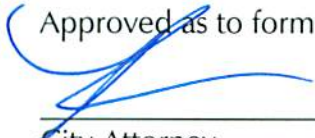
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City Manager

Approved as to form:

\_\_\_\_\_



City Attorney

ATTEST:



City Clerk

Introduced: 6/23/2010  
Final Reading: 6/23/2010

**OPERATION AND MANAGEMENT AGREEMENT**  
(EdVenture Children's Museum)

This OPERATION AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between CITY OF COLUMBIA, SOUTH CAROLINA, a body politic (hereinafter called "City"), and EDVENTURE, INC., a South Carolina non-profit corporation (hereinafter called "EdVenture"). The "Effective Date" of this Agreement shall be the date the Agreement is signed by both parties, and if both parties do not sign on the same date, the date on which signed by the last party.

WHEREAS, pursuant to that certain Contract Regarding Construction of a Children's Museum in the City of Columbia, South Carolina executed on June 13, 2002 by City and EdVenture (the "Construction Agreement"), City and EdVenture have jointly constructed an approximately 67,000 square foot building (the "Main Building") on approximately 1.50 acres of land owned by the South Carolina Budget and Control Board, as more particularly described herein (the "Land"), and the City has subsequently constructed an approximately 8,900 square foot building with approximately 12,000 square feet of open terrace area on top (the "Terrace Building"), as more particularly described and attached as Exhibit B, and

WHEREAS, pursuant to the terms of the Construction Agreement, City and EdVenture have agreed to enter into an Operation and Management Agreement regarding the use and occupancy of the Land, Main Building and Terrace Building by EdVenture and the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the rents and of the mutual covenants and agreements of the parties hereto, as are hereinafter set forth and made a part of this Agreement, City and EdVenture do hereby agree as follows:

Museum Property

1. The Museum Property. Subject to the terms hereof, City hereby grants to EdVenture the exclusive right to use, occupy and operate the Main Building (which is more particularly described on the plans and specifications dated August 1, 2001 and entitled EdVenture (the "Plans") and the Land, which is more particularly described on Exhibit "A." The Land and the Main Building, together with all City's right, title and interest, if any, in and to all easements and other appurtenances thereto, are hereinafter sometimes collectively referred to as the "Museum Property."
2. Use of Museum Property. EdVenture agrees to use the Museum Property as a hands-on, educational, children's museum and for providing educational outreach programs throughout the State of South Carolina and for no other purpose without City's prior written approval. EdVenture agrees that the Museum Property shall be open to the public for such purposes not less than six days per week for not less than six hours each day, except for Sunday, when it shall be open for not less than five hours. EdVenture agrees not to use the Museum Property or any part thereof for any disorderly or unlawful purpose and agrees to comply with all governmental laws, ordinances, rules and regulations applicable to its use, possession and operation of the Museum Property. EdVenture agrees not to use the Museum Property in such a way as to diminish its value, reasonable wear and tear excepted.

Terrace Building

3. Use of Terrace Building. Subject to the terms hereof, City hereby grants to EdVenture a priority right to use and occupy portions of the Terrace Building as may be agreed upon from time to time and which may be more particularly described on Exhibit "B." During such period(s) of permissive usage, those portions of the Terrace Building shall be considered Museum Property for purposes of this Agreement.

## General Terms

4. **Initial Term.** The initial term of this Operation and Management Agreement shall begin on the Effective Date as indicated above and run for a period of twenty (20) years. Provided, however, the initial term and any subsequent renewals of this Agreement shall be deemed to be extended to coincide with the term of that certain Lease dated December 8, 1997, between the South Carolina Budget and Control Board and EdVenture, as assigned to the City on November 15, 2001 and amended February 5, 2002.
5. **Usage Fees.** Except as may be provided for by this Agreement, EdVenture shall not be required to pay a fee to the City for its rights to use and occupy the designated portions of the Museum Property. This section does not restrict the ability of either EdVenture or the City to charge fees for third-party usage of the facilities.
6. **Scheduling of Events by EdVenture.** EdVenture shall be responsible for all programming and scheduling of activities within the Main Building, in the front plaza of the Main Building, and on the upper terrace on the canal side of the Main Building. EdVenture shall have the right to schedule all "after hours" events at all of the above locations as well. Public access shall be limited at those times to the invited guests. During such times as EdVenture may use and occupy portions of the Terrace Building, EdVenture shall also be responsible for all programming and scheduling of activities within those portions, allowing reasonable accommodation of City-requested events.
7. **Maintenance and Repair by City.** City shall be responsible for the costs of maintenance and repair of the following components of the Museum Property (reference is made to the Plans for a better description of such components): (a) the terrace, canal front plaza and all other building structural components and exterior grounds surrounding the Main Building (except for any exterior courtyards which are being used by EdVenture for the display of museum exhibits), (b) all exterior lighting not attached to the Main Building, (c) all roadways located on the Land (including the driveways and sidewalks), (d) the roof and HVAC system for the Main Building (provided, however, City shall only be responsible for the replacement of the roof and HVAC system, and its major components), and (e) the portions of the Terrace Building not being used or occupied by EdVenture and as indicated on Exhibit B. City's maintenance and repair obligations in such areas shall include a routine performance of cleaning, irrigation systems, trash collection, pruning of landscape materials and replacement of seasonal plants.
8. **Maintenance and Repair by EdVenture.** EdVenture shall be responsible for the maintenance and repair of all remaining components of the Museum Property. EdVenture shall maintain the HVAC system pursuant to a maintenance service contract, which is reasonably satisfactory to City.
9. **Utilities.** EdVenture agrees to arrange for and pay all services and charges for any and all utilities used on the Museum Property, including, but not limited to water and sewer, electricity, gas, waste disposal (to include the dumpster rental fees), and telephone, which may be charged or assessed by a utility or service company or political or utility subdivision, however, the City shall pay for the utilities used by the City in the Terrace Building Addition. A separate meter shall be installed to provide separate accounting of usage and in no event shall City be liable for any interruption or failure in the supply of any utilities or services to the Museum Property, unless caused by the willful acts or misconduct of the City. Notwithstanding the forgoing provisions, City shall waive (or pay if necessary) the costs of water for irrigation and the costs of waste collection.
10. **Real Estate Taxes.** During the term of this Agreement, or the extension thereof, EdVenture shall promptly pay, when due and prior to delinquency, directly to the appropriate government or municipal agency or authority, all real estate taxes and assessments ("Real Estate Taxes") levied upon or assessed against the Museum Property (if any, as the Museum Property is currently exempted from ad valorem taxes). City is to promptly forward said Real Estate Tax bills to EdVenture and EdVenture shall promptly send to City copies of said paid receipts.

11. **Security Services.** EdVenture shall provide security services for the Main Building at its expense, as deemed necessary by EdVenture. City shall ensure that its Park Rangers shall include the exterior portions of the Museum Property in their routine inspections performed on a regular basis, but not performed more or less frequently than provided for other properties owned or controlled by City.
12. **Casualty Insurance.** City shall, at all times, have and maintain adequate fire and extended casualty coverage insurance ("Casualty Insurance") on the Museum Property. It is understood and agreed that such insurance carried by City shall at all times cover the full replacement value and costs of the Main Building and Terrace Building, not to include contents which shall be insured by EdVenture as provided for in Paragraph 14 herein or covered under the City's self-insured liability program. Said insurance coverage shall provide that the coverage not be canceled for any reason unless and until EdVenture are given thirty (30) days notice in writing by the insurance company of the pending cancellation. Upon request, and prior to the Effective Date, City's insurance company shall provide EdVenture with a certificate of insurance indicating the terms and conditions of the policy. EdVenture agrees that it will not do or permit anything to be done on the Museum Property which may prevent the obtaining of any insurance on the Museum Property including, but without limitation, fire, extended coverage and public liability insurance.
13. **Liability Insurance.** During the full term of this Agreement or any renewal or extension thereof, EdVenture shall, at its sole expense, procure and maintain in full force Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars \$2,000,000.00 in the aggregate, insuring against all liability of EdVenture and its representatives arising out of and in connection with EdVenture's use or occupancy of the Museum Property. Said insurance policy shall name the City as an additional insured, and the policy shall provide that it not be canceled for any reason unless and until City is given thirty (30) days notice in writing by the insurance company of the pending cancellation. EdVenture's insurance company shall provide City with a certificate of insurance indicating the terms and conditions of the policy.

All insurance required under this Agreement shall be issued by insurance companies licensed to do business in the jurisdiction where the Museum Property is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies.

14. **EdVenture's Licenses, Personal Property Taxes and Insurance.** EdVenture shall be responsible for the payment of its business license fees and costs, and any and all taxes and assessments on its personal property, which it locates within the Museum Property, including, but not limited to furniture, fixtures, equipment, and merchandise. EdVenture shall carry, at its own expense, insurance to cover all of its personal property, including, but not limited to, trade fixtures and equipment, and merchandise and museum exhibits located on or within the Museum Property. All of EdVenture's personal property on or within the Museum Property shall be and remain at EdVenture's sole risk, and City shall not be liable whatsoever for any damages, loss, or casualty of such personal property, unless caused by the willful acts or misconduct of the City.
15. **EdVenture's Improvements.** EdVenture shall be allowed to make structural alterations, additions, or improvements ("EdVenture's Improvements") to the Main Building and any portions of the Terrace Building as may be used with permission and as may be indicated on Exhibit B, without first obtaining the written consent of the City provided same are consistent with the use of the Museum Property described herein and provided that same do not diminish the market value of the Museum Property. In the event any of the EdVenture's Improvements are to be installed on the roof of the Main Building, EdVenture shall assume full responsibility for all maintenance and repair of the roof which may be attributed to such installation. All EdVenture Improvements shall be constructed at EdVenture's expense and shall be and remain the property of EdVenture, until the termination of this Agreement, at which time the EdVenture Improvements shall become the property of City.

16. **Surrender Upon Termination.** At the expiration of the term of this Agreement EdVenture shall surrender the Museum Property in as good condition and repair as it was as of the Commencement Date, normal and ordinary wear and tear excepted. Extraordinary wear and tear shall include, but not be limited to items such as (i) damaged walls (other than small penetrations for purposes of hanging photographs, diplomas, art, decorations and exhibits), ceilings, roofs, structural components or insulation (ii) damaged or malfunctioning doors, (iii) broken concrete walls or floors, (iv) malfunctioning or disconnected components of utility systems, and (v) damaged fences or gates.

EdVenture agrees that no waste of any kind, solid or liquid, shall remain on the Museum Property upon termination of the Agreement. Any personal property of EdVenture which shall remain on the Museum Property after the termination of this Agreement may, at the option of the City, be deemed to have been abandoned by EdVenture and, may either be retained by City as its property or be disposed of without accountability. The provisions of this section shall survive the termination of this Agreement.

17. **EdVenture's Default.** Any one of the following events shall be deemed a default by EdVenture and a breach of this Agreement, namely:

- a) If EdVenture fails to observe or perform any of the other terms, covenants or conditions of this Agreement, and such failure continues after the expiration of thirty (30) days from the date City gives written notice to EdVenture calling attention to the existence of such failure, provided however, that if EdVenture cannot reasonably correct the default (other than non-payment) within said thirty (30) day period, EdVenture shall be given a reasonable period of time to correct the default; or
- b) If EdVenture is declared bankrupt or insolvent by judicial decree; or
- c) If EdVenture takes the benefit of any federal reorganization or composition proceedings; or
- d) If EdVenture makes a general assignment for benefit of creditors; or
- e) If a trustee in bankruptcy or a receiver is appointed or elected for the EdVenture; or
- f) If any materialman's, mechanic's or other lien is filed against the Museum Property in connection with any improvements, alterations or additions made by EdVenture, and EdVenture permits the lien or liens to stand against the Museum Property, not securing the discharge of the Museum Property from such liens by filing an appropriate bond within thirty (30) days from date of lien filing, pursuant to applicable law. Should EdVenture file a bond and elect to contest the lien or liens, no default shall be in effect pending final legal determination of the disputed lien.

18. **City's Right's in Event of Default by EdVenture.** In the event of any default by EdVenture as herein provided, City at any time thereafter, shall have the following rights:

- a) The right to terminate this Agreement by giving EdVenture written notice of such termination, whereupon, this Agreement shall be regarded as canceled as of the date of City's termination notice and EdVenture shall then surrender the Museum Property to City, however, EdVenture shall remain liable to City for all payments and other obligations which have accrued prior to the time of such termination; and
- b) Upon such termination by City as described herein, City shall have the right to immediately re-enter and take possession of the Museum Property and to hold said Museum Property and upon re-entry, may remove all persons and personal property of the EdVenture from the Museum Property; and

c) The full right to recover from the EdVenture any and all damages, including reasonable court costs and attorneys fees, as a result of the default.

EdVenture shall be liable for all reasonable court costs and attorneys' fees and other reasonable expenses incurred by City in enforcing any of the obligations of this Agreement.

19. Right of Entry. The City and its agents may, after giving EdVenture's museum manager prior notice and provided they are, at EdVenture's option, accompanied by a representative of EdVenture, enter the Museum Property at any reasonable time for the purpose of inspecting the Museum Property, performing its obligations under this Agreement, performing any work which the City elects to undertake for the safety, preservation, benefit or welfare of the Museum Property or its occupants, for performing any work which the City elects to undertake made necessary by reason of the EdVenture's default.

Except for negligence on the part of City, City shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of EdVenture by reason of making such inspections, visits, repairs or the performance of any such work, so long as such actions on City's part are not unreasonable.

20. Fire or Other Casualty.

a) If at any time during this Agreement Term, all or a major portion (greater than 30%) of the Museum Property shall be damaged or destroyed by fire or other casualty, then either party may elect to terminate this Agreement by giving thirty (30) days prior written notice to the other; provided, however, that City may elect, by giving written notice to EdVenture within thirty (30) days of such damage or desolation, to repair and reconstruct the Museum Property to the condition in which it existed immediately prior to such damage or destruction, in which case any notice of termination already given by EdVenture shall be null and void, and, provided that if such repair and reconstruction proceeds as provided in subdivision (b) below, then EdVenture may not terminate this Agreement. Insurance proceeds payable with respect to such fire or other casualty, pursuant to the insurance provided by Section 10, shall be payable to City, and, in the ordinary course of events, be used, in part for repairs and/or replacements to the Museum Property as required.

b) If City has elected to repair and restore the Museum Property with the insurance proceeds, this Agreement shall continue in full force and effect and such repairs will be made within a reasonable time thereafter but in no event to exceed six (6) months thereafter, subject to delays arising from shortages of labor or material, governmental laws or regulations, acts of God, war or other conditions beyond City's reasonable control and rent shall not be increased after the date of the completion of such repairs as a result of such repairs.

c) It is agreed that if said Museum Property is damaged only slightly due to fire or other casualty (40% or less being damaged) and EdVenture's business operations are not substantially or materially affected by the casualty, then City or EdVenture, as their interests may appear, shall repair the damage with the insurance proceeds with due diligence and as soon as practicable and EdVenture shall continue to uphold all other provisions of this Agreement.

d) EdVenture shall notify City without delay in the event of any fire or other casualty to the Museum Property. EdVenture agrees not to claim any compensation from City because of any inconvenience, annoyances or business interruption arising from the damage, destruction, repair, re-building or alteration of any portion of the Museum Property, provided City fully complies with the reconstruction requirements of this section.

21. Condemnation. If all of the Museum Property is taken by condemnation, this Agreement shall terminate on the date when the Museum Property shall be so taken. If part of the Museum Property

is taken by condemnation and the Museum Property is thereby rendered not reasonably suitable for the continued conduct of EdVenture's business, taking into consideration the nature, size and scope of such business immediately prior to the taking, then either party may elect by giving written notice to the other, to terminate this Agreement, and in the event of such termination, all charges shall be apportioned as of the date of taking. If the taking involves a part of the Museum Property and if neither party elects to terminate this Agreement, the City shall restore the Museum Property to an architecturally-complete unit. Both City and EdVenture shall have the right to assert a separate claim in any condemnation proceedings, as their interests may appear. City shall have the right to assert a claim for, but not be limited to, the loss of the Museum Property, EdVenture shall have the right to assert a claim for, but not be limited to, the loss of use of the Museum Property, moving expenses and any personal property erected on the Museum Property by EdVenture. EdVenture and City shall each bear their own cost and expense in prosecuting their separate claims. Any award made to either the EdVenture or the City shall belong entirely to the EdVenture or City, respectively.

22. **Assignment.** Neither party shall have the right to assign its rights or obligations under this Agreement.
23. **Liability, Indemnity and Hold Harmless.** Except in the case of injury or damage due to the negligent actions, omissions or willful misconduct of, or breach of any representation, warranty, or obligation hereunder by City, its agents, employees or invitees, EdVenture shall indemnify City and City's agents and hold them harmless from and against any and all claims, actions, damages, liability and expense, including reasonable court costs and attorneys fees, in connection with loss of life, personal injury and/or damage to Museum Property arising from or out of the occupancy or use by EdVenture of the Museum Property or occasioned wholly or in part by any act or omission of EdVenture, its agents, contractors, visitors, customers, vendors, invitees, or employees.
24. **Environmental Hazards.** EdVenture agrees that it shall not, nor shall it permit others, in violation of environmental laws and regulations, to use, release, store, or dispose of any Hazardous Materials (as defined by environmental law and regulations) on the Museum Property nor shall EdVenture contaminate the Museum Property or the environment. If EdVenture or its agents, contractors, or employees, have actual knowledge of any release of any Hazardous Materials on the Museum Property, or of any inquiry or action by a government agency regarding such materials, EdVenture shall immediately notify City. EdVenture agrees to abide by all applicable environmental laws and regulations as they apply to EdVenture's possession, operation and use of the Museum Property.

In the event that the Museum Property or the environment becomes contaminated with Hazardous Materials as a result of EdVenture's use, occupation, or possession of the Museum Property, it shall be EdVenture's sole responsibility and cost to remediate and take from the Museum Property said contamination. Further, EdVenture shall indemnify and hold harmless City from all reasonable claims, costs and damages as a result of any environmental problems which are the result of EdVenture's use, occupation, or possession of the Museum Property.

25. **Notice.** A notice which may or shall be given under the terms of this Agreement shall be either delivered by hand or by Federal Express or another similar national, reputable, overnight courier or sent by United States Registered or Certified Mail, postage prepaid; if for City, to the address given below, or if for EdVenture, to the Museum Property. Such address may be changed from time to time by either party by giving notice as provided herein. Notice shall be deemed given when delivered (if delivered by hand) or one (1) day after sending it via overnight courier or three (3) days after depositing in the mails, return receipt requested (if delivered by mail).

**Notice to City:** City of Columbia, South Carolina  
1737 Main Street  
Post Office Box 147  
Columbia, South Carolina 29201 (29202)  
Attention: City Manager

**Notice to EdVenture:** EdVenture, Inc.  
211 Gervais Street  
Columbia, South Carolina 29201  
Attention: President/CEO

26. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable; provided however, that both parties must agree in writing to such substitute language and provisions before such will become binding on either party.
27. **Compliance with Laws, Ordinances and Regulations.** EdVenture shall, except as herein required by City, and at EdVenture's sole expense, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon EdVenture by the ordinances, laws and/or regulations of any Governmental authorities, as may apply to the Museum Property, insofar as they are occasioned by or required in the conduct of EdVenture's business or EdVenture's use of the Museum Property.
28. **Successors and Assigns.** The covenants, conditions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
29. **Whole Contract.** This Agreement, together with all exhibits which are attached hereto, and any Addendum pertaining to the usage of the Terrace Building, by reference made a part hereof, constitute the sole and entire contract between the parties relative to the Operation and Management of the Museum Property. No prior written or contemporaneous oral promises or representations shall be binding. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon City or EdVenture unless reduced to writing and signed by both parties.
30. **Waiver.** The failure by City to complain of any action, non-action or default of EdVenture shall constitute a waiver of any of City's rights hereunder. Waiver by City of any right for any default of EdVenture shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by City of EdVenture's keys to the Museum Property shall not constitute an acceptance of surrender of the Museum Property.

Neither a failure by EdVenture to exercise any of its options hereunder, nor failure to enforce its rights or to seek its remedies upon any default, shall effect or constitute a waiver of EdVenture's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default.

31. **Liens and Encumbrances.** EdVenture shall not encumber or subject the interest of the City in the Museum Property to any mechanics', materialmen's or other liens of any nature whatsoever and shall indemnify City against all such liens, charges and encumbrances, including reasonable court costs and attorneys fees incurred in any legal action brought in discharging the Museum Property from any liens, judgments or encumbrances caused by EdVenture.
32. **Quiet Possession.** It is understood and agreed that subject to the terms of this Agreement, and to all covenants, additions, easements, and liens of record, that EdVenture, performing and observing the covenants hereof, may peacefully use and enjoy the Museum Property throughout the duration of this Agreement without any interruptions by the City, its successors or assigns.
33. **City Not A Partner.** It is expressly understood that City shall not be construed or held to be a partner, joint venturer or associate of EdVenture in the conduct of its business.



34. Miscellaneous Provisions.

a) The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or affect the scope or intent of such Paragraphs or Sections of this Agreement. Any gender used herein shall be deemed to refer to any other gender. The use of singular herein shall be deemed to include the plural and, conversely the plural shall be deemed to include the singular.

b) Time is of the essence in this agreement.

c) This agreement shall be construed and interpreted under the laws of the State of South Carolina.

d) EdVenture may, during the term of this Agreement, upon obtaining any and all necessary permits from governmental authorities, paint or erect and maintain, at its cost and expense, signs of such dimensions and materials as it may reasonably deem appropriate in or about the Museum Property. Such signs shall be removed by EdVenture upon the termination of its occupancy of the Museum Property and EdVenture shall repair any damage caused by such removal, all at EdVenture's sole cost and expense.

e) The parties agree to fully cooperate with each other with respect to securing any necessary approvals, permits or licenses necessary for the construction, renovation and operation of the Museum Property as contemplated hereby.

35. Authorization. Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants that he has been authorized to do so by such entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

IN THE PRESENCE OF:

Erika D. Salley  
J. Daniels

CITY OF COLUMBIA, SOUTH CAROLINA

By: [Signature]  
City Manager

EDVENTURE, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Authorized Officer

**FIRST ADDENDUM TO THE  
OPERATION AND MANAGEMENT AGREEMENT  
(Terrace Building Addition)**

WHEREAS, pursuant to the Operation and Management Agreement (the "Agreement") made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between CITY OF COLUMBIA, SOUTH CAROLINA, a body politic (hereinafter called "City"), and EDVENTURE, INC., a South Carolina non-profit corporation (hereinafter called "EdVenture"), the City granted EdVenture a priority right to use and occupy portions of the Terrace Building located next to EdVenture, and as may be more particularly described herein and attached as Exhibit A, and

WHEREAS, pursuant to the terms of the Agreement regarding the use and occupancy of the Terrace Building by EdVenture,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the rents and of the mutual covenants and agreements of the parties hereto, as are hereinafter set forth and made a part of this Agreement, City and EdVenture do hereby agree as follows:

3. The Terrace Building. Subject to the terms hereof, City hereby grants to EdVenture the priority right to use and occupy portions of the Terrace Building (which is more particularly described on the plans and specifications on Exhibit "A") for a period of time beginning on the \_\_\_\_ day of \_\_\_\_\_, and running for a period of up to four (4) consecutive terms of five (5) years with such renewals reduced to writing and signed by both parties unless the Addendum is terminated as provided for in paragraph three (3) below.
4. Use of Terrace Building. EdVenture agrees to use portions of the Terrace Building as provided for in that Operation and Management Agreement referenced herein.
3. Termination. This Addendum may be terminated by either party, for any reason, by providing the other party written notice of the termination (as provided in Paragraph 25 of the Operation and Management Agreement, which terms are hereinafter incorporated by reference) 365 days prior to the termination date.
4. General Terms. All other terms of the Operation and Management Agreement will apply to this Addendum and those portions of the Terrace Building as if restated herein verbatim.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

IN THE PRESENCE OF:

Erika D. Salley  
S. J. Daniels

CITY OF COLUMBIA, SOUTH CAROLINA

By: [Signature]  
City Manager

EDVENTURE, INC.

By: \_\_\_\_\_  
Its Authorized Officer

**EXHIBIT "A"**  
**DESCRIPTION OF LAND**

All that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown and delineated as 1.50 acres on a Boundary Survey prepared for EdVenture, Inc. by Site Consultants, Inc. dated August 13, 2001, and having the following boundaries and measurements:

Commencing at the southwestern corner of the subject property at a PK nail located on the northern boundary of Gervais Street, which is the southeastern corner of lands owned by SCE&G and running along said lands of SCE&G N17°33'05"W for 273.13 feet, thence turning and running N72°38'15"E for 35.20 feet; thence turning and running S17°06'07"E for 31.43 feet; thence turning and N72°53'53"E for 40.08 feet; thence turning and running along the arc of a curve having a radius of 104.50 feet along a chord bearing S80°52'09"E for a chord distance of 27.12 feet and an arc distance of 27.19 feet; thence continuing along the arc of a curve having a radius of 104.50 feet along a chord bearing N83°35'33"E for a chord distance of 29.39 feet and an arc distance of 29.49 feet; thence continuing and running N75°39'12"E for 53.32 feet; thence continuing and running N72°53'5"E for 77.56 feet; thence turning and running along the arc of a curve having a radius of 30.50 feet along a chord bearing S56°33'27"E for a chord distance of 38.76 feet and an arc distance of 42.01 feet; thence continuing and running S17°06'07"E for 160.29 feet; thence turning and running along the arc of a curve having a radius of 53.01 feet along a chord bearing S00°14'53"E for a chord distance of 33.08 feet and an arc distance of 33.62 feet; thence turning and running along Gervais Street S72°53'53"W for 272.18 feet to the point of commencement.