

RESOLUTION NO.: R-2020-032

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the 1st, 5th and 7th floors of 1401 Main Street

BE IT RESOLVED by the Mayor and City Council this 25th day of February, 2020, that the City Manager is hereby authorized to execute the attached Lease Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the 1st, 5th and 7th floors of 1401 Main Street.

(Funding Source: General Fund Capital Projects)

Requested by:

Assistant City Manager Gentry




Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 2/25/2020

Final Reading: 2/25/2020

ORIGINAL
STAMPED IN RED

**OFFICE
LEASE AGREEMENT**

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

February 10, 2020

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Exhibits (if any)

OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of February, 2020, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

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

A. DEMISED PREMISES/PREMISES INFORMATION:

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 (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 1st floor, and more specifically described as follows:

Approximately 6,550 +/- Square feet located on the 1st floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of August 2020 and ending at midnight on the 31st day of July 2031.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term. * Tenant accepts space in "As is" condition.

It is anticipated that possession may be had on August 1st 2020 however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had on October 1st, 2020, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the 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 and agrees to pay as rental to Landlord the annual sum of \$121,437.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$10,119.75 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

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 Landlord 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 (a) 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 typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises.
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- _____ (j) other: _____

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.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2020 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 6,550 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 3.3%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

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. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2020 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **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.

10. **PARKING:** See Paragraph 32 (Additional Provisions).

11. **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.

12. **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 obtained; 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.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **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.

14. **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, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

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

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE /INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies 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 Landlord. 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. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "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. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "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 15(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 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Liability
E. ~~"Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.~~ Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **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 untenable 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 fifty (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.

17. **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, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. 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.

18. **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.

19. **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 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.

20. **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.

21. **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:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

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.

22. **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.

23. **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.

24. **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.

25. **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, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **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.

29. **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.

30. **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.

31. **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.

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


1) BASE RENTAL RATE		MONTHLY
8/01/20 thru 7/31/21	0	0
8/01/21 thru 7/31/22	\$18.54	\$10,119.75
8/01/22 thru 7/31/23	\$19.10	\$10,425.42
8/01/23 thru 7/31/24	\$19.67	\$10,736.54
8/01/24 thru 7/31/25	\$20.26	\$11,058.58
8/01/25 thru 7/31/26	\$20.87	\$11,391.54
8/01/26 thru 7/31/27	\$21.50	\$11,735.42
8/01/27 thru 7/31/28	\$22.15	\$12,090.21
8/01/28 thru 7/31/29	\$22.81	\$12,450.46
8/01/29 thru 7/31/30	\$23.49	\$12,821.63
8/01/30 thru 7/31/31	\$23.96	\$13,078.17

- 2) Tenant will handle its own parking requirement.
- 3) Tenant will pay all cost for modifications and renovations to 1st floor including but not limited to an additional entrance off of Main Street as tenant requires.
- 4) Landlord will provide building access cards to all City of Columbia employees on 1st floor as requested.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.


WITNESS:



LANDLORD: MS JOINT VENTURE
 By: 
 Its: Managing member
 Date: 2/26/2020




TENANT: CITY OF COLUMBIA
 By: 
 Its: City Manager
 Date: 2/25/2020

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

**OFFICE
LEASE AGREEMENT**

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

February 10, 2020

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of February, 2020 by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

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

A. DEMISED PREMISES/PREMISES INFORMATION:

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 (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 5th floor, and more specifically described as follows:

Approximately 15,350 +/- Square feet located on the 5th floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of May 2020 and ending at midnight on the 30th day of April 2031.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term. * Tenant accepts space in "As is" condition.

It is anticipated that possession may be had on May 1st 2020 however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had July 31st 2020, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the 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 and agrees to pay as rental to Landlord the annual sum of \$284,589.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$23,715.75 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

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 Landlord 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 (a) 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 typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises.
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- (j) other: _____

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.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2020 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,350 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 7.7%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

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. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2020 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. 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.

10. PARKING: See Paragraph 32 (Additional Provisions).

11. 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.

12. 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 obtained; 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.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **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.

14. **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, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

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

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE /INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies 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 Landlord. 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. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "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. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "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 15(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 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Liability
E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all ~~claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation of Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.~~ Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **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 untenantable 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 fifty (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.

17. **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, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. 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.

18. **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.

19. **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 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.

20. **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.

21. **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:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

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.

22. **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.

23. **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.

24. **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.

25. **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, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **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.

29. **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.

30. **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.

31. **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.

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

1) BASE RENTAL RATE		MONTHLY
5/01/20 thru 4/30/21	0	0
5/01/21 thru 4/30/22	\$18.54	\$23,715.75
5/01/22 thru 4/30/23	\$19.10	\$24,432.08
5/01/23 thru 4/30/24	\$19.67	\$25,161.20
5/01/24 thru 4/30/25	\$20.26	\$25,915.92
5/01/25 thru 4/30/26	\$20.87	\$26,696.21
5/01/26 thru 4/30/27	\$21.50	\$27,502.08
5/01/27 thru 4/30/28	\$22.15	\$28,333.54
5/01/28 thru 4/30/29	\$22.81	\$29,177.80
5/01/29 thru 4/30/30	\$23.49	\$30,047.63
5/01/30 thru 4/30/31	\$23.96	\$30,648.83

- 2) Tenant will handle its own parking requirement.
- 3) Tenant will pay all cost for modifications to 5th floor as tenant requires.
- 4) Landlord will provide building access cards to all City of Columbia employees on 5th floor as requested.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

Melinda Starnes
Janine M. Staffer

LANDLORD: MS JOINT VENTURE

By: [Signature]
 Its: managing member
 Date: 2/26/2020

Walter D. Hammond
[Signature]

TENANT: CITY OF COLUMBIA

By: [Signature]
 Its: City Manager
 Date: 2/25/2020

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC

**OFFICE
LEASE AGREEMENT**

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

February 10, 2020

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of February, 2020, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

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

A. DEMISED PREMISES/PREMISES INFORMATION:

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 (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 7th floor, and more specifically described as follows:

Approximately 15,350 +/- Square feet located on the 7th floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of March 2020 and ending at midnight on the 29th day of February 2031.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term. * Tenant accepts space in "As is" condition.

It is anticipated that possession may be had on March 1st, 2020 however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had July 31st, 2020, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the 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 and agrees to pay as rental to Landlord the annual sum of \$284,589.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$23,715.75 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

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 Landlord 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 (a) 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 typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises.
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- (j) other: _____

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.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2020 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,350 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 7.7%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

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. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2020 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **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.

10. **PARKING:** See Paragraph 32 (Additional Provisions).

11. **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.

12. **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 obtained; 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.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **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.

14. **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, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

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

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE / INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies 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 Landlord. 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. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "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. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "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 15(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 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Liability

E. "~~Indemnity~~": ~~Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.~~

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **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 untenable 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 fifty (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.

17. **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, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. 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.

18. **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.

19. **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 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.

20. **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.

21. **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:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

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.

22. **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.

23. **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.

24. **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.

25. **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, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **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.

29. **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.

30. **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.

31. **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.

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

1) BASE RENTAL RATE	MONTHLY	
3/01/20 thru 2/29/21	0	0
3/01/21 thru 2/29/22	\$18.54	\$23,715.75
3/01/22 thru 2/29/23	\$19.10	\$24,432.08
3/01/23 thru 2/31/24	\$19.67	\$25,161.20
3/01/24 thru 2/31/25	\$20.26	\$25,915.92
3/01/25 thru 2/31/26	\$20.87	\$26,696.21
3/01/26 thru 2/31/27	\$21.50	\$27,502.08
3/01/27 thru 2/31/28	\$22.15	\$28,333.54
3/01/28 thru 2/31/29	\$22.81	\$29,177.80
3/01/29 thru 2/31/30	\$23.49	\$30,047.63
3/01/30 thru 2/31/31	\$23.96	\$30,648.83

- 2) Tenant will handle its own parking requirement.
- 3) Tenant will pay all cost for modifications to 7th floor as tenant requires.
- 4) Landlord will provide building access cards to all City of Columbia employees on 7th floor as requested.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

Melinda A. Parrish
Jamie M. Shaffer

LANDLORD: MS JOINT VENTURE

By: [Signature]
 Its: Managing member
 Date: 2/26/2020

Quinton Hammond
[Signature]

TENANT: CITY OF COLUMBIA

By: Chelsea Wilson
 Its: City Manager
 Date: 2/25/2020

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC