

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2021-008

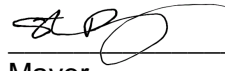
Authorizing the City Manager to execute a Fifth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street

BE IT RESOLVED by the Mayor and City Council this 16th day of February, 2021, that the City Manager is hereby authorized to execute the attached Fifth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC, or on a form approved by the City Attorney, for the lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street.

(Funding Source: 5511301-636300).

Requested by:

Assistant City Manager Palen



Mayor

Approved by:



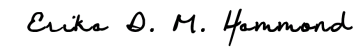
City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 2/16/2021

Final Reading: 2/16/2021

4. Rules of Construction. No rules of construction against the drafter of this Fifth Amendment shall apply in any interpretation or enforcement of this Fifth Amendment. The parties hereto acknowledge and agree that they are sophisticated commercial entities and freely enter into this Fifth Amendment with the advice and consent of legal counsel of their choosing.

5. Tenant Representations. As of the date of this Fifth Amendment, Tenant represents and warrants to Landlord as follows: (i) all obligations of Landlord under the Lease have been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease, and (ii) Tenant has no existing defenses, offsets, counterclaims or deductions against Base Rent, Rent or any other amounts due from Tenant to Landlord pursuant to the Lease.

6. Brokers. Tenant warrants and represents that it has had no dealings with any broker in connection with the negotiation or execution of this Fifth Amendment other than CBRE (“Landlord’s Broker”) represents Landlord’s interests in connection with this transaction and shall be paid by Landlord for its services pursuant to a separate, written agreement fully executed by Landlord’s Broker and Landlord prior to full execution of this Fifth Amendment.

7. Legal Effect. Except as specifically modified herein, all of the covenants, representations, terms, and conditions of the Lease remain in full force and effect and are hereby ratified by Landlord and Tenant.

8. Counterparts. This Fifth Amendment may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

9. Defined Terms. All capitalized terms not otherwise specifically defined herein have the same meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed the foregoing Fifth Amendment effective as of the date of the last signature hereinbelow.

LANDLORD:
HAMILTON CAPITOL CENTER LLC,
a Delaware limited liability company

TENANT:
CITY OF COLUMBIA, SOUTH CAROLINA,
a political subdivision of the State of South Carolina

By: _____
Name: Malkiel Svei
Its: Authorized Signatory
Date: _____

By: Teresa B. Wilson
Name: Teresa B. Wilson
Its: City Manager
Date: 2/19/2021 9:50:02 AM EST

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/27/2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**FIFTH AMENDMENT TO
LEASE AGREEMENT**

This Fifth Amendment to Lease Agreement (the "Second Amendment") is entered into to be effective as of the 22nd day of ^{March} ~~January~~, 2021, between **HAMILTON CAPITOL CENTER LLC**, a Delaware limited liability company ("Landlord") and **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a political subdivision of the State of South Carolina ("Tenant").

WHEREAS, Parkway Capitol Center, LLC (predecessor in interest to Landlord) and Tenant entered into that certain Lease Agreement dated March 30, 2000 (the "Original Lease"), as amended by that certain letter agreement entitled Lease Amendment, dated April 12, 2005 (the "First Amendment"); as further amended by documents executed by U.S. REIF/MJ W CAPITOL CENTER FEE, LLC (also predecessor in interest to Landlord) and Tenant titled Second Amendment to Lease, dated October 26, 2010 (the "Second Amendment"); Third Amendment to Lease, dated May 27, 2015 (the "Third Amendment"); Fourth Amendment to Lease, dated June 13, 2018 (the "Fourth Amendment") (the Original Lease, First Amendment, Second Amendment, Third Amendment and Fourth Amendment being collectively, the "Lease") for the lease of approximately 2,524 square feet of rentable space in the Capitol Center, Suite 250, located at 1201 Main Street in the City of Columbia, Richland County, South Carolina (as more particularly described in the Lease, the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to: (i) to modify the Term, (ii) to modify the Base Rent, and (iii) to provide for certain other matters more particularly set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and provisions contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Lease Extension. The Term of the Lease is hereby extended from June 1, 2021 until May 31, 2024 (the "Fifth Amendment Extension").

2. Rent Amendment.

(a) Section 1 (i) of the Lease is hereby amended to provide that, during the Fifth Amendment Extension period, Tenant shall pay Base Rent in accordance with the following schedule:

<u>Period</u>	<u>RSF</u>	<u>Rental Rate per RSF</u>	<u>Monthly Rent</u>
6/1/21 – 5/31/22	2,524	\$21.75	\$4,574.42
6/1/22 – 5/31/23	2,524	\$22.40	\$4,711.47
6/1/23 – 5/31/24	2,524	\$23.07	\$4,852.39

(b) During the Fifth Amendment Extension, Tenant shall continue to pay Base Rent Adjustment with respect to Operating Expenses and all other additional rent, Rent and other amounts payable under an in accordance with the Lease to Landlord.

3. Condition of Premises. During the Fifth Amendment Extension, Tenant shall continue to occupy the Premises in its AS IS, WHERE IS, WITH ALL FAULTS condition without further improvements from Landlord.

4. Rules of Construction. No rules of construction against the drafter of this Fifth Amendment shall apply in any interpretation or enforcement of this Fifth Amendment. The parties hereto acknowledge and agree that they are sophisticated commercial entities and freely enter into this Fifth Amendment with the advice and consent of legal counsel of their choosing.

5. Tenant Representations. As of the date of this Fifth Amendment, Tenant represents and warrants to Landlord as follows: (i) all obligations of Landlord under the Lease have been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease, and (ii) Tenant has no existing defenses, offsets, counterclaims or deductions against Base Rent, Rent or any other amounts due from Tenant to Landlord pursuant to the Lease.

6. Brokers. Tenant warrants and represents that it has had no dealings with any broker in connection with the negotiation or execution of this Fifth Amendment other than CBRE ("Landlord's Broker") represents Landlord's interests in connection with this transaction and shall be paid by Landlord for its services pursuant to a separate, written agreement fully executed by Landlord's Broker and Landlord prior to full execution of this Fifth Amendment. Except as expressly provided above, Landlord will not be responsible for, and Tenant will indemnify, defend, and hold Landlord harmless from and against, any brokerage or leasing commission or finder's fee claimed by any party in connection with this Fifth Amendment.

7. Legal Effect. Except as specifically modified herein, all of the covenants, representations, terms, and conditions of the Lease remain in full force and effect and are hereby ratified by Landlord and Tenant.

8. Counterparts. This Fifth Amendment may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

9. Defined Terms. All capitalized terms not otherwise specifically defined herein have the same meaning ascribed to them in the Lease.

[signatures appear on following page(s)]

SIGNATURE PAGE FOR
FIFTH AMENDMENT TO LEASE AGREEMENT

IN WITNESS WHEREOF, Landlord and Tenant have executed the foregoing Fifth Amendment the day and year first above written.


LANDLORD:

HAMILTON CAPITOL CENTER LLC, a Delaware limited liability company

By: 
Name: Malkiel Svei
Its: Authorized Signatory

TENANT:

CITY OF COLUMBIA, SOUTH CAROLINA,
a political subdivision of the State of South Carolina

By: 
Name: Teresa Wilson
Title: City Manager