

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2011-049

Authorizing the City Manager to execute an Third Amendment to Lease Agreement with First Citizens Bank and Trust Company, Inc. for the lease of 1225 Lady Street

BE IT RESOLVED by the Mayor and City Council this 6th day of September, 2011, that the City Manager is authorized to execute the attached Third Amendment to Lease Agreement between the City of Columbia and First Citizens Bank and Trust Company, Inc. for the lease of 1225 Lady Street by the City of Columbia.

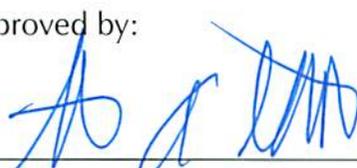
Requested by:

David Knoche, General Services



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 9/6/2011

Final Reading: 9/6/2011

THIRD AMENDMENT
TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT, ("Amendment") made the date as so specified herein below, by and between First Citizens Bank and Trust Company, Inc. ("Landlord"), and City of Columbia ("Tenant");

WHEREAS, Landlord and Tenant entered into a Lease Agreement, ("Lease"), dated the eighth day of May, 2007 as amended by the First Amendment to Lease Agreement dated the 6th day of June, 2007 and the Second Amendment to Lease Agreement dated the 2nd day of August, 2007, (the Lease Agreement, the First Amendment to Lease Agreement and the Second Amendment to Lease Agreement are collectively referred to herein as the "Lease"), for premises ("Demised Premises") and more specifically described in the Lease;

NOW THEREFORE, the parties for considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution hereof, as follows:

1. Article B ("Term and Delivery of Premises") as amended in the Second Amendment to Lease Agreement shall be further amended to extend the Term of the Lease for five (5) additional years ("First Option Period") so that the Term of the Lease shall now expire at 11:59 p.m., local time, on the 14th day of July, 2017.
2. Article C, Paragraph 1 ("Rent") shall be amended to establish the Rent due under the Lease for the First Option Period shall be as follows:

Period	Annual Rent	Monthly Rent	Rent Rate/SF
July 15, 2012 - July 14, 2017	\$416,330.00	\$34,694.17	\$10.00

THIS AGREEMENT, by reference to the above stated Lease Agreement, shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS, of the Lease Agreement, except as modified hereby or by any prior amendment thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as of the _____ day of August, 2011.

ATTEST:

LANDLORD: First Citizens Bank and Trust Company, Inc

By: _____

Title: _____

Date: _____

Craig J. Hume
Dee Dee Jamming

TENANT: City of Columbia

By: *AA Burt*

Title: *City Manager*

Date: *9/19/11*

**THIRD AMENDMENT
TO LEASE AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AGREEMENT, ("Amendment") made the date as so specified herein below, by and between First Citizens Bank and Trust Company, Inc. ("Landlord"), and City of Columbia ("Tenant");

WHEREAS, Landlord and Tenant entered into a Lease Agreement, ("Lease"), dated the eighth day of May, 2007 as amended by the First Amendment to Lease Agreement dated the 6th day of June, 2007 and the Second Amendment to Lease Agreement dated the 2nd day of August, 2007, (the Lease Agreement, the First Amendment to Lease Agreement and the Second Amendment to Lease Agreement are collectively referred to herein as the "Lease"), for premises ("Demised Premises") and more specifically described in the Lease;

NOW THEREFORE, the parties for considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution hereof, as follows:

1. Article B ("Term and Delivery of Premises") as amended in the Second Amendment to Lease Agreement shall be further amended to extend the Term of the Lease for five (5) additional years ("First Option Period") so that the Term of the Lease shall now expire at 11:59 p.m., local time, on the 14th day of July, 2017.
2. Article C, Paragraph 1 ("Rent") shall be amended to establish the Rent due under the Lease for the First Option Period shall be as follows:

Period	Annual Rent	Monthly Rent	Rent Rate/SF
July 15, 2012 - July 14, 2017	\$416,330.00	\$34,694.17	\$10.00

THIS AGREEMENT, by reference to the above stated Lease Agreement, shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS, of the Lease Agreement, except as modified hereby or by any prior amendment thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as of the _____day of August, 2011.

<p>ATTEST:</p> <p>_____</p> <p>_____</p>	<p>LANDLORD: First Citizens Bank and Trust Company, Inc</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><i>Carrie Quinn</i></p> <p><i>Dee Dee Jamming</i></p>	<p>TENANT: City of Columbia</p> <p>By: <i>[Signature]</i></p> <p>Title: <i>City Manager</i></p> <p>Date: <i>9/19/11</i></p>