

**ORIGINAL
STAMPED IN RED**

RESOLUTION NO.: R-2012-112

*Authorizing the City Manager to execute and ratifying the execution of a
Joint Use Agreement between Garrison Columbia LLC,
Main Street Associates and the City of Columbia*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 26th day of December, 2012, that the City Manager is hereby authorized to execute and does hereby ratify the execution of the attached Joint Use Agreement by the City Manager, for the uses and purposes therein mentioned, between Garrison Columbia LLC, Main Street Associates and the City of Columbia.

Requested by:

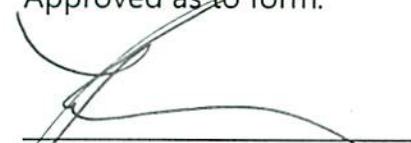
Mayor Benjamin


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 12/26/2012

Final Reading: 12/26/2012

AMENDMENT NUMBER SEVEN TO JOINT USE AGREEMENT

THIS AMENDMENT NUMBER SEVEN TO JOINT USE AGREEMENT (this "Amendment"), made and entered into to be effective as of the 27th day of December, 2012, by and among GARRISON COLUMBIA LLC, a Delaware limited liability company ("HOTEL"), 1350 Avenue of the Americas, 9th Floor, New York, New York 10019 (and successor in interest to GEPA Hotel Owner Columbia LLC, a Delaware limited liability company ("GEPA"), which was the successor in interest to Seven Seventeen HB Columbia Corporation, a South Carolina corporation ("SEVEN"), 1200 Hampton Street, Columbia, SC 29201; MAIN STREET ASSOCIATES, a South Carolina Limited Partnership ("OFFICE"), c/o UBS Incorporated, 1285 Avenue of the Americas, New York, New York 10019, Attn: Cliff Wattlely and the CITY OF COLUMBIA, South Carolina, a body politic of the State of South Carolina ("CITY") located at City Hall, Columbia, South Carolina 29201.

RECITALS:

WHEREAS, Hampton Street Associates, a South Carolina limited partnership (the original owner of the Hotel and predecessor in interest to HOTEL) OFFICE, CITY and the South Carolina Electric & Gas Company, a South Carolina corporation ("SCE&G") entered into that certain Joint Use Agreement dated December 1, 1981, recorded January 14, 1982 in the Offices of the Register of Deeds for Richland County, South Carolina (the "ROD Offices") in Book D-598 at Page 611 (as previously amended, the "Joint Use Agreement"), in connection with the development and operation of the Project; and

Book 1823-1168
2012107739 12/27/2012
16:36:32:653 Amendment-Deed

WHEREAS, SCE&G was a party to the Joint Use Agreement by virtue of a Lease and Agreement, dated as of October 1, 1983, as amended (the "Master Lease") entered into with OFFICE for the entire Office Building; and

WHEREAS, pursuant to that certain Termination of Lease, Release, Covenant Not to Sue and Indemnity, dated March 28, 2012, recorded March 28, 2012 in the ROD Offices in Book 1752 at page 3645, SCE&G is no longer a tenant in the Office Building or has any interest in the Office Building or the Joint Use Agreement; and

WHEREAS, the Joint Use Agreement has been modified and amended by five previous amendments; and

WHEREAS, only the Addendum identified in Exhibit 1 (the "Addendum") has been recorded; and

WHEREAS, there is no Second Amendment in effect which amends the Joint Use Agreement; and

WHEREAS, Amendment Number Three to Joint Use Agreement, dated September 14, 1993, Amendment Number Four to Joint Use Agreement dated January 24, 1995, Amendment Number Five to Joint Use Agreement dated July 17, 1995 and Amendment Number Six to Joint Use Agreement dated December ___, 1996 in the form attached hereto as Exhibits 2, 3, 4 and 5, respectively (the "Unrecorded Amendments") have not been recorded in the ROD Offices; and

WHEREAS, Amendment Number Six to Joint Use Agreement as contained in Exhibit 5 ("Amendment Number Six") was executed by SEVEN and SCE&G as evidenced by the signatures appearing on Exhibit 5 attached hereto but no fully executed copy of Amendment Number Six has been located; and

WHEREAS, the CITY and OFFICE have no objection to Amendment Number Six and agree to be bound thereby; and

WHEREAS, on or about December 30, 2003 SEVEN conveyed the Hotel to MSPA ACQUISITION II, L.P. ("MSPA") by Deed recorded in the ROD Offices in Book 00892 at page 1073; on or about October 5, 2007 MSPA conveyed the Hotel to GEPA by Deed recorded in the ROD Offices in Book 1369 at page 1945; and on or about June 29, 2012, HOTEL acquired title to the Hotel pursuant to a Master's Deed recorded in the ROD Offices in Book 1776 at page 810; and

WHEREAS, OFFICE is considering conveying the Office Building to a purchaser who desires to utilize the Office Building for purposes other than office use but in compliance with all applicable zoning laws and other governmental regulations applicable thereto; and

WHEREAS, the parties hereto deem it appropriate to execute this Amendment for the purposes set forth herein.

NOW, THEREFORE, HOTEL, OFFICE and CITY do hereby agree as follows:

1. The foregoing Recitals to this Amendment are hereby incorporated in and made a part of this Amendment to the same extent as if set forth in full herein.
2. Each capitalized term used herein but not defined shall have the meaning ascribed to it in the Joint Use Agreement.
3. HOTEL, OFFICE and CITY agree to be fully bound by Amendment Number Six as if each had executed Amendment Number Six.

4. The Addendum, the Unrecorded Amendments and Amendment Number Six are hereby ratified and confirmed in all respects and incorporated into this Amendment by references as if set forth verbatim.

5. This Amendment and all future amendments and modifications to the Joint Use Agreement shall be promptly recorded upon execution in the ROD Offices.

6. Notwithstanding the use of the terms "Hotel" or "Office Building" in the Joint Use Agreement to describe the improvements constructed on the Hotel Site and Office Building Site or the provisions of Section 6.1 or 6.2 of the Joint Use Agreement that reference "hotel/ office complexes," it is hereby acknowledged and agreed by HOTEL and CITY that the Office Building may be operated for (i) office use or (ii) student housing purposes; provided, however, that the Office Building must be operated in compliance with all applicable zoning ordinances and governmental regulations. In no event may the Office Building be used as a hotel or for other similar transient lodging.

7. Other than as expressly set forth above, HOTEL, CITY and OFFICE hereby acknowledge and agree that nothing contained in this Amendment shall modify any express use, restrictions or other terms and conditions contained in the Joint Use Agreement.

8. HOTEL and OFFICE each confirm that no mortgage currently exists on its respective real property.

9. The Joint Use Agreement, as amended and modified by the Addendum, the Unrecorded Amendments, Amendment Number Six and this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to be effective as of the day and year first above written.

[Signature Pages Follow]

SIGNATURE PAGE FOR

AMENDMENT NUMBER SEVEN TO JOINT USE AGREEMENT

The undersigned executes this Signature Page and authorizes the same to be affixed to the above referenced Amendment to evidence the agreement of the undersigned to be bound by all terms of the Amendment.

OFFICE:

MAIN STREET ASSOCIATES, a South Carolina limited partnership

By: PW Main Corporation

By: Clifford BW

Its: President

Witnesses:

Steve Shatt
Luis Klief

STATE OF New York)

COUNTY OF New York)

ACKNOWLEDGMENT

I Latoya Oglesby, a Notary Public for New York State, do hereby certify that Clifford Wattle * of Main Street Associates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 7th day of December, 2012.

Latoya Oglesby (L.S.)
Notary Public for New York
My commission expires: June 4, 2016

LATOYA OGLESBY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01OG6262837
Qualified in New York County
My Commission Expires June 04, 2016

* President of
PW Main Corporation
General Partner

EXHIBIT 1

Recorded Amendments to Joint Use Agreement

Addendum to Joint Use Agreement dated December 1, 1981 recorded in the Office of the ROD for Richland County in Book D598 at Page 713.

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ADDENDUM TO
JOINT USE AGREEMENT

THIS ADDENDUM made and entered into as of this 1st day of December, 1981, by and among Hampton Street Associates, a South Carolina Limited Partnership, having its principal place of business located at 1213 Washington Street, Columbia, South Carolina 29201 ("Hotel"), Main Street Associates, a South Carolina Limited Partnership, having its principal place of business located at 1213 Washington Street, Columbia, South Carolina 29201 ("Office"), the City of Columbia, South Carolina, a body politic of the State of South Carolina having its principal place of business located at City Hall, Columbia, South Carolina 29201 ("City"), and Marriott Corporation, a Delaware Corporation, having its principal place of business located at Marriott Drive, Washington, D. C. 20036 ("Marriott").

WITNESSETH

That the parties to this Joint Use Agreement have agreed to the following terms and conditions:

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN ACCORDANCE WITH THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

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PRELIMINARY STATEMENT

HOTEL, OFFICE and CITY are engaged in the development of the Palmetto Center in Columbia, South Carolina on the real property described in Exhibit A to the Joint Use Agreement and desire to induce MARRIOTT to enter into a "Hotel Management Agreement" for a 301 room convention hotel (the "Hotel") being constructed by HOTEL and CITY in the Palmetto Center. MARRIOTT is willing to enter into the Hotel Management Agreement under certain terms and conditions, which include, but are not limited to, having the right to exercise all the rights of HOTEL as set forth in the Joint Use Agreement. In addition, MARRIOTT desires to have certain rights with respect to activities conducted in the Palmetto Center which may conflict with the operation of the Hotel.

Based upon the foregoing, the parties deem it appropriate to enter into this Addendum to the Joint Use Agreement.

STATEMENT OF AGREEMENT

To induce MARRIOTT to enter into the Hotel Management Agreement and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. HOTEL, OFFICE and CITY recognize that the quality,

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character and appearance of the various structures being erected in the Palmetto Center will effect the Hotel operations. Accordingly, in addition to the approval given to MARRIOTT in the Technical Services Agreement of the plans and specifications for the Hotel, MARRIOTT shall have the right to approve all plans and specifications over the design of the Public Meeting Area and the Common Area, which approval shall not unreasonably be withheld. In addition, OFFICE shall use reasonable efforts to coordinate the design of the elevator lobbies and other areas of the Office Building which are visually integrated with the Common Area and Hotel so as to make the interior design of said areas compatible with the Common Area and Hotel lobby and in keeping with facilities of similar nature found in first class hotel-office complexes of similar size and quality.

2. With regard to the retail space for walk-in traffic within the Palmetto Center, HOTEL, OFFICE and CITY agree as follows:

(a) Retail space shall only be located in the areas designated as "Retail Space" and "Banking" on Exhibit "B" to the Joint Use Agreement.

(b) Retail space shall only be used for first class reputable retail and service businesses of a type normally found in comparable developments.

(c) Without restricting the generality of the foregoing, OFFICE shall use its best efforts to cause the general

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first floor space of the Office Building to be occupied by a respectable financial institution providing retail banking services to the public.

3. HOTEL, OFFICE and CITY agree as follows:

(a) No restaurant, coffee shop, cocktail lounge or any related facilities for off-site or on-site consumption of food or beverages (except for a cafeteria for employees working within the Office Building, which will not be located on the first floor or mezzanine of the Office Building) will be permitted in any portions of the Palmetto Center not within the direct control of MARRIOTT under the Hotel Management Agreement.

(b) Beauty shops, barber shops, package liquor stores, airline reservation facilities or automobile rental facilities shall only be permitted in the non-hotel portions of the Palmetto Center at such time as MARRIOTT states in writing that such facilities will not be included as part of the Hotel or that there is currently no space available in the Hotel for such facilities.

(c) Retail establishments located in the non-hotel portions of the Palmetto Center shall not sell newspapers, magazines, gifts, sundries and other items sold in the Hotel gift shop.

4. OFFICE shall use reasonable efforts to cause any and all changes in the color, design, texture or utility of the elevator lobbies or other areas of the Office Building adjacent to

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and visible from the Conson Area to be reasonably compatible from a visual standpoint with the interior design of the Conson Area and Hotel lobby.

5. This Addendum shall inure to the benefit of the parties hereto, their respective heirs and assigns and shall be recorded in the Office of the REC for Richland County in South Carolina.

6. This Addendum shall not be modified, amended or terminated except with the written consent of the parties hereto.

7. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Joint Use Agreement. In addition, all disputes arising under this Addendum shall be subject to arbitration in accordance with the procedures set forth in Section 14.1 of the Joint Use Agreement.

EXECUTED to be effective as of the day and year first above written.

HAMPTON STREET ASSOCIATES
By Palmer Hotel Corp. - General Partner

Edward M. ...
Witness

BY *[Signature]* (SEAL)
IES *[Signature]*

Mary ...
Witness

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Edward Menzie
Witness

MAIN STREET ASSOCIATES
By PW Main Corporation

By [Signature] (SEAL)
Its [Signature]

Mary B. Carlisle
Witness

[Signature] Evans
Witness
[Signature]
Witness

MARRIOTT CORPORATION
By [Signature] (SEAL)
Its Service User Representative

Edward Menzie
Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By [Signature] (SEAL)

Mary B. Carlisle
Witness

Its [Signature]

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EXHIBIT 2

Amendment Number Three to Joint Use Agreement dated September 14, 1993

AMENDMENT NUMBER THREE
TO
JOINT USE AGREEMENT

THIS AMENDMENT made and entered into as of this 14th day of September, 1983, by and among Hampton Street Associates, a South Carolina Limited Partnership, having its principal place of business located at 1213 Washington Street, Columbia, South Carolina 29201 ("HOTEL"), Main Street Associates, a South Carolina Limited Partnership, having its principal place of business located at 1213 Washington Street, Columbia, South Carolina 29201 ("OFFICE") and the City of Columbia, South Carolina, a body politic of the State of South Carolina having its principal place of business located at City Hall, Columbia, South Carolina 29201 ("CITY");

W I T N E S S E T H :

I.

PRELIMINARY STATEMENT

In connection with the development and operation of the Palmetto Center, HOTEL, OFFICE and CITY entered into that certain Joint Use Agreement dated as of the 1st day of December, 1981, recorded in the Office of the Register of Mesne Conveyances for Richland County in Book D-598, 611 (hereinafter the "Agreement"). An Addendum modifying the Agreement was entered into on December 31, 1981, between HOTEL, OFFICE, CITY and Marriott Corporation, and an Amendment thereto between CITY and HOTEL was entered into on January 12, 1982. The parties now deem it appropriate to enter into this THIRD AMENDMENT to the

(THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN
ACCORDANCE WITH THE SOUTH CAROLINA
UNIFORM ARBITRATION ACT.)

Agreement pursuant to Section 15.2 thereof. All terms not otherwise defined herein shall have the respective meaning set forth in the Agreement.

II.

STATEMENT OF AGREEMENT

In consideration of the premises and other good and valuable consideration by each of the parties paid to the other, the receipt and adequacy of which are hereby acknowledged, HOTEL, OFFICE and CITY hereby mutually agree:

1. The use intended for the Ice Storage Area set forth in the amendment to the Agreement entitled "ICE STORAGE AREA AGREEMENT" executed by OFFICE and CITY on January 12, 1982, having been abandoned, such amendment is hereby cancelled and deleted in its entirety so that, henceforth, it shall not constitute any part of the Agreement.

2. Section 9.10 is amended by deleting the last sentence thereof in its entirety and substituting in place thereof the following:

In addition to the foregoing, the following provisions shall be applicable to the HVAC Easement Area:

(a) CITY hereby grants HOTEL and OFFICE an exclusive easement and right-of-use, together with rights of ingress, egress and access by all pedestrian and normal vehicular means, for the construction, operation and maintenance in the HVAC Easement Area, at ground-level, above the site of the abandoned Ice Storage Area, of a one-story structure containing two fully enclosed rooms or compartments and an open court as shown upon the drawing or diagram attached hereto. The eastern enclosed

room or compartment of such structure shall be for the purpose of housing the fire-pump equipment and the fuel tank for the emergency power generator of the Hotel (hereinafter the "Pump Room") and the western enclosed room or compartment shall be for the purpose of housing the fire monitoring and control equipment and elevator monitoring equipment for the Hotel and the Office Building (hereinafter the "Fire Control Room"). The open court shall be for the purposes of containing the separate emergency power generators for the Hotel and the Office Building and the condensing units for the Hotel refrigeration system (hereinafter the "Equipment Court"). The Pump Room, Fire Control Room and Equipment Court and the space which they occupy and the improvements and equipment installed therein are hereinafter collectively referred to as the "Emergency Equipment Area."

(b) 1. HOTEL shall be solely responsible for the operation and maintenance, including, without limitation, the alteration, repair, replacement and/or substitution of the following;

- (i) the interior of the Pump Room and all equipment therein;
- (ii) the Onan emergency power generator for the Hotel, which is situate in the Equipment Court;
- (iii) the refrigeration condensers for the Hotel which are situate in the Equipment Court and
- (iv) the Dover elevator annunciator panel for the Hotel, the Simplex fire control annunciator panel for the Hotel and the fire-pump control panel for the Hotel, all of which are situate in the Fire Control Room.

2. OFFICE shall be solely responsible for the operation and maintenance, including, without limitation, the alteration, repair, replacement and/or substitution of: (i) the

Caterpillar emergency power generator for the Office Building, which is situate in the Equipment Court; (ii) the Otis elevator annunciator panel for the Office Building, the Honeywell fire control annunciator panel for the Office Building and the battery backup system for the Office Building, all of which are situate in the Fire Control Room.

(c) Except as provided in Subsection (b) hereof HOTEL shall bear forty percent (40%) and OFFICE sixty percent (60%) of all Emergency Equipment Area expenses. "Emergency Equipment Area Expenses" means the total of all items of direct cost and expense reasonably incurred for the supervision, operation, maintenance and repair of the Emergency Equipment Area and its improvements as required by Subsection (c) hereof, determined in accordance with generally accepted accounting principles utilizing the accrual method of accounting, as well as all real property taxes and assessments. Emergency Equipment Area Expenses include, but are not limited to, costs or maintenance, replacement, and reconstruction work as required to preserve the utility of the Emergency Equipment Area and its improvements and further includes all rental charges for equipment, the cost of small tools and supplies, all costs for police and security protection, costs of cleaning of dirt, rubbish and debris from the Emergency Equipment Area, the cost of maintaining vegetation and supplies incidental to such, all charges for utility services used in connection therewith, together with all costs of maintaining lighting fixtures and all premiums for public liability and property damage insurance covering the Emergency Equipment Area, it being understood that insurance on the Emergency Equip-

ment Area shall be included with the coverage required by Article X of the Agreement relating to the Common Area; provided, however, that expenditures for replacement and/or reconstruction of any one item or series of related items in any one calendar year shall not exceed \$10,000 without the prior written approval of HOTEL and OFFICE, which approval shall not unreasonably be withheld.

(d) HOTEL shall provide heating, ventilation and air conditioning ("HVAC") for the enclosed portion of the Fire Control Room, that said area may be reasonably utilized for its intended purposes and to prevent damage from humidity, freezing or overheating of equipment. The costs of providing such HVAC services shall be borne forty percent (40%) by HOTEL and sixty percent (60%) by OFFICE.

(e) To the extent that any provision of Subsections (a) through (3) hereof are inconsistent with other provisions of this Section 9.10, the provisions of the subsections shall control.

3. In all other respects the Agreement, as amended, shall remain in full force and effect.

EXECUTED to be effective as of the day and year first above written.

HAMPTON STREET ASSOCIATES
By Palmar Hotel Corp. - General
Partner

Edward J. Menzie
Witness

[Signature]
Witness

By: [Signature] (SEAL)
Its: VICE PRESIDENT

Witness

Witness

Erica M. Wright

Witness

Roy D. Bates

Witness

~~MAIN STREET ASSOCIATES
By PW Main Corporation~~

~~By: _____ (SEAL)
Its: _____~~

~~CITY OF COLUMBIA, SOUTH CAROLINA~~

~~By: _____ (SEAL)
Its: _____~~

MAIN STREET ASSOCIATES
By PW Main Corporation

Witness _____

By: W. J. [Signature] (SEAL)
Its: _____

Witness _____

We consent to the foregoing Third Amendment to Joint Use Agreement dated as of September 14, 1983:

MARRIOTT CORPORATION

James H. Bush
Witness

Nancy H. Small
Witness

By: Ronald E. Eastman (SEAL)
Its: Vice President

We consent to the foregoing Third Amendment to Joint Use Agreement dated as of September 14, 1983:

SOUTH CAROLINA ELECTRIC & GAS
COMPANY

A. W. Gibbons
Witness

By: *W. K. Vane* (SEAL)
Its VICE PRESIDENT

Maxilyn M. Gay
Witness

CONSENT

The undersigned THE CITIZENS AND SOUTHERN NATIONAL BANK, as Mortgagee under that certain MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT executed by Main Street Associates dated as of December 1, 1980, recorded in Mortgage Book M-658, page 463, Office of the R.M.C. for Richland County, hereby consents to the foregoing AMENDMENT NUMBER THREE TO JOINT USE AGREEMENT, dated as of September 14, 1983, and acknowledges that said JOINT USE AGREEMENT, as amended, shall continue as a prior Permitted Encumbrance under its said Mortgage.

Dated ~~November~~ ^{June} 18, 1984

In the Presence Of:

THE CITIZENS AND SOUTHERN NATIONAL BANK (SEAL)

Rhonda Williams

By: [Signature]
Title: V.P.

John S. Taylor Jr.

STATE OF South Carolina)
COUNTY OF Richland)

PERSONALLY APPEARED before me RHONDA WILLIAMS who, after first being duly sworn, deposes and says that s/he saw the within named THE CITIZENS AND SOUTHERN NATIONAL BANK by HAROLD NOLAND its VICE PRESIDENT and attested by its sign, seal and, as its act and deed, deliver with within written CONSENT for the uses and purposes therein mentioned and that s/he with JOHN S. TAYLOR JR. witnessed the execution thereof.

SEY

SWORN TO before me this 18 day of June, 1984

Rhonda Williams

John S. Taylor Jr.
Notary Public for SC
My Commission expires: 10/10/87

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named City of Columbia, by Kirkman Finlay, Jr., its Mayor, sign, seal, and as its act and deed deliver the within-written instrument; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Finca M. Wright

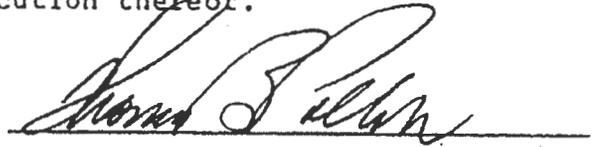
SWORN TO before me this
5 day of April, 1984.

Ray D. Bates (L.S.)
Notary Public for South Carolina
My Commission expires: 9-6-89

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named Hampton Street Associates, by Palmar Hotel Corp., its General Partner, by A. A. Blaicher, II, its Vice President, sign, seal, and as its act and deed deliver the within-written instrument; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.



SWORN TO before me this
12 day of September, 1983.

 (L.S.)
Notary Public for South Carolina
My Commission expires: 1984

STATE OF Maryland
COUNTY OF Montgomery

)
)
)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named Marriott Corporation, by Ronald E. Eastman, its Vice President, sign, seal, and as its act and deed deliver the within-written instrument; and that ~~he~~^{she} with the other witness whose signature appears above witnessed the execution thereof.

Nancy H. Small

SWORN TO before me this 4
19th day of June, 1988.

Johann P. Jackson (L.S.)
Notary Public for Montgomery County
My Commission expires: 7/1/86

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND .)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named South Carolina Electric & Gas Company, by J.W. WEDDING, its VICE PRESIDENT, by _____, its _____, sign, seal, and as its act and deed deliver the within-written Consent; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Marilyn M. Gay

SWORN TO before me this
14 day of June, 1987.

Bonny H. Davis (L.S.)
Notary Public for South Carolina
My Commission expires: 12-15-93

CONSENT

The undersigned CHASE MANHATTAN BANK, N.A., as Mortgagee under that certain MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT executed by Main Street Associates dated March 15, 1982, recorded in Mortgage Book M-664, Page 66, Office of the R.M.C. for Richland County, hereby consents to the foregoing AMENDMENT NUMBER THREE TO JOINT USE AGREEMENT, dated as of September 14, 1983, and acknowledges that said JOINT USE AGREEMENT, as amended, shall continue as a prior Permitted Encumbrance under its said Mortgage.

Dated March 7, 1984.

IN THE PRESENCE OF:

Wm. D. W.
Betty L. Maxwell

CHASE MANHATTAN BANK, N.A. (SEAL)

By South Carolina Electric
and Gas Company
Its Loan Administrator

By John W. Huggins
John W. Huggins
Its Vice President

EXHIBIT 3

Amendment Number Four to Joint Use Agreement dated January 24, 1995

ORIGINAL 002

AMENDMENT NUMBER FOUR

This Copy To Be Returned For Files. Of
South Carolina Electric & Gas Company

TO

JOINT USE AGREEMENT

This Amendment made and entered into as of this 24th day of January, 1995, by and among Seven Seventeen HB Columbia Corporation, a South Carolina Corporation, 1200 Hampton Street, Columbia, South Carolina, 29201 ("HOTEL"), Main Street Associates, a South Carolina Limited Partnership, c/o Paine Webber Incorporated, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Rosemarie Albergo ("OFFICE"), the City of Columbia, South Carolina, a body politic of the State of South Carolina, located at City Hall, Columbia, South Carolina, 29201 ("CITY") and South Carolina Electric & Gas, a corporation organized under the laws of the State of South Carolina, 1426 Main Street, the Palmetto Center, Fifteenth Floor, Columbia, South Carolina 29218 ("SCE&G");

WITNESSETH:

WHEREAS, CITY, OFFICE, SCE&G and Hampton Street Associates predecessor in interest to HOTEL ("Hampton") entered into that certain Joint Use Agreement dated December 1, 1981, in connection with the development and operation of the Project, and;

WHEREAS, the Joint Use Agreement was modified and amended by documents entitled Addendum to Joint Use Agreement entered into on December 31, 1981, between Hampton, CITY, OFFICE and Marriott Corporation and by Amendment Number Three to Joint Use Agreement entered into on January 12, 1982 between Hampton, OFFICE and CITY (the Joint Use Agreement, the addendum to Joint Use Agreement and Amendment Number Three to Joint Use Agreement shall hereinafter be referred to as the "Joint Use Agreement", and;

WHEREAS, HOTEL desires to re-design and construct certain improvements within the Project;

WHEREAS, HOTEL, OFFICE and SCE&G are willing to narrow the Loading Dock Area;

WHEREAS, the City with the consent of HOTEL, OFFICE, SCE&G, is willing to modify the Loading Dock Access Easement Area, as described herein;

WHEREAS, the CITY with the consent of the OFFICE and SCE&G, is willing to grant an exclusive easement to HOTEL in order that the HOTEL may construct at its expense the Enclosed Structure, as defined herein;

WHEREAS, the CITY, with the consent of the OFFICE and SCE&G, is willing to reduce the HVAC Easement Area so as to allow for the construction of said Enclosed Structure by the HOTEL.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereto agree as follows:

1. Loading Dock Area and Loading Dock Access Easement Area.
 - (a) The Loading Dock Area and the Loading Dock Access Easement Area as shown on Exhibit G of the Joint Use Agreement are hereby reduced so as to reduce the width of the westernmost positions thereof by approximately 16.5 feet in width; provided the Hotel Dumpster shall be moved 16.5 feet South and 10 feet West of its present location.
 - (b) Accordingly, Exhibit G of the Joint Use Agreement depicting the Loading Dock Area and the Loading Dock Access Easement Area and legally describing the Loading Dock Access Easement Area is deleted in its entirety and substituting in place thereof Exhibit G-1 attached hereto and made a part hereof.
2. HVAC Easement Area.
 - (a) The HVAC Easement Area as shown on Exhibit I is hereby expanded by approximately 250 square feet on its northern side and reduced by approximately 1247 square feet on its southern side.
 - (b) Accordingly, Exhibit I of the Joint Use Agreement depicting the HVAC Easement Area is deleted in its entirety and substituting in its place thereof Exhibit I-1, attached hereto and made a part hereof.
3. Section 9.10 of the Joint Use Agreement is amended to delete subsection (e) and to add the following subsections:
 - (e) UST Relocation. The existing underground storage tank (UST) serving the Office Building and located within the former HVAC Easement Area shall be removed and a new UST to serve the Office Building shall be installed in the "UST Area" within the HVAC Easement Area, as shown on Exhibit I-1. SCE&G shall pay to HOTEL the sum of Fifteen Thousand (\$15,000.00) and HOTEL shall remove the existing UST and shall purchase and install the new UST subject to the following:
 - (i) The specifications for the new UST and the plans for removal of the existing UST and the installation of the new UST shall be subject to the reasonable approval of SCE&G.

- (ii) SCE&G shall have the right to monitor the removal of the existing UST.
- (iii) HOTEL shall not assume any responsibility for environmental hazards encountered during the removal of the existing UST unless caused by HOTEL in the performance of the work described herein.

(x) Hotel Use Easement Area.

- (i) CITY hereby grants HOTEL an exclusive easement and right-of-use, together with rights of ingress, egress and access by all pedestrian and normal vehicular means, for the construction, operation and maintenance in that area measuring approximately 46.5 feet by 43 feet (formerly a part of the HVAC Easement Area and part of the Loading Dock Access Easement Area and Loading Dock Area (the "Hotel Use Easement Area") for the purpose of constructing and maintaining a one-story structure containing a banquet storage area and office ("Enclosed Structure") as shown on Exhibit I-1.
- (ii) The Hotel shall be solely responsible for the operation, maintenance, including without limitation the alteration, repair, replacement and/or substitution of the Hotel Use Easement Area and all improvements located thereon.

(g) Hotel Responsibilities. Except as stated hereinabove, HOTEL shall be responsible for the removal and installation of the UST and for the construction of the Enclosed Structure (banquet storage area and office) to be constructed in the Hotel Use Easement Area, including obtaining all permits, approval and other matters required thereby.

(h) Indemnity by HOTEL. HOTEL shall indemnify and hold harmless CITY, OFFICE and SCE&G and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the construction contemplated herein provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property and is caused in whole or in part by any negligent act or omission of HOTEL or anyone directly or indirectly employed by HOTEL.

HOTEL's Indemnity shall also apply to any fine, penalty or remedial work imposed upon CITY, OFFICE or SCE&G because of the creation of an environmental hazard caused by HOTEL in the performance of the UST work described herein but shall not extend to existing environmental hazards discovered during such work.

(i) To the extent of any provision of Subsections (e) through (i) hereof are inconsistent with other provisions of this Section 9.10, the provisions of these subsections shall control.

5. All capitalized terms not otherwise defined herein shall have the same meaning set forth in the Joint Use Agreement.

6. In all other respects the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment on the _____ day of _____, 2003, at _____, South Carolina.

[Signature]
Witness

Sammy B. Williams
Witness

[Signature]
Witness:

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

SEVEN SEVENTEEN HB
COLUMBIA CORPORATION

By: [Signature]

Its: Vice President

THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: [Signature]
Mayor

MAIN STREET ASSOCIATES
BY PW MAIN CORPORATION
GENERAL PARTNER

By: [Signature]
Richard A. Mc Cormick

Its: Vice President

SOUTH CAROLINA ELECTRIC &
GAS COMPANY

By: [Signature]

Its: Vice President Human Resources

APPROVED AS
TO LIABILITY
AND FORM
PRM
1-23-95

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named SEVEN SEVENTEEN HB COLUMBIA CORPORATION, by Ronald T. Untermyer, its Vice President sign, seal and deliver the within Amendment Number Four to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

Ronald T. Untermyer
Witness

SWORN to before me this 18th day of September 1994

Terril Adams Jones (SEAL)
Notary Public for Missouri

My Commission Expires: 6-22-96

TERRI ADAMS JONES
NOTARY PUBLIC, STATE OF MISSOURI
CITY OF ST. LOUIS
MY COMMISSION EXPIRES JUNE 22, 1996

09/25/03 THU 11:46 FAX 212 713 4102

FINANCE ADM.

007

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named THE CITY OF COLUMBIA, SOUTH CAROLINA, by Robert D. Cable, its Mayor sign, seal and deliver the within Amendment Number Four to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

[Signature]
Witness

SWORN to before me this 25 day of ~~September~~ ^{July} 1993

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires: 9/25/99

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named SOUTH CAROLINA ELECTRIC & GAS COMPANY, by Martin K. Phalen, its Vice President sign, seal and deliver the within Amendment Number Four to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

Janice N. Stealy
Witness

SWORN to before me this 24th day of ~~September~~ ^{January 1995} 1994

Mary R. Blank (SEAL)
Notary Public for South Carolina

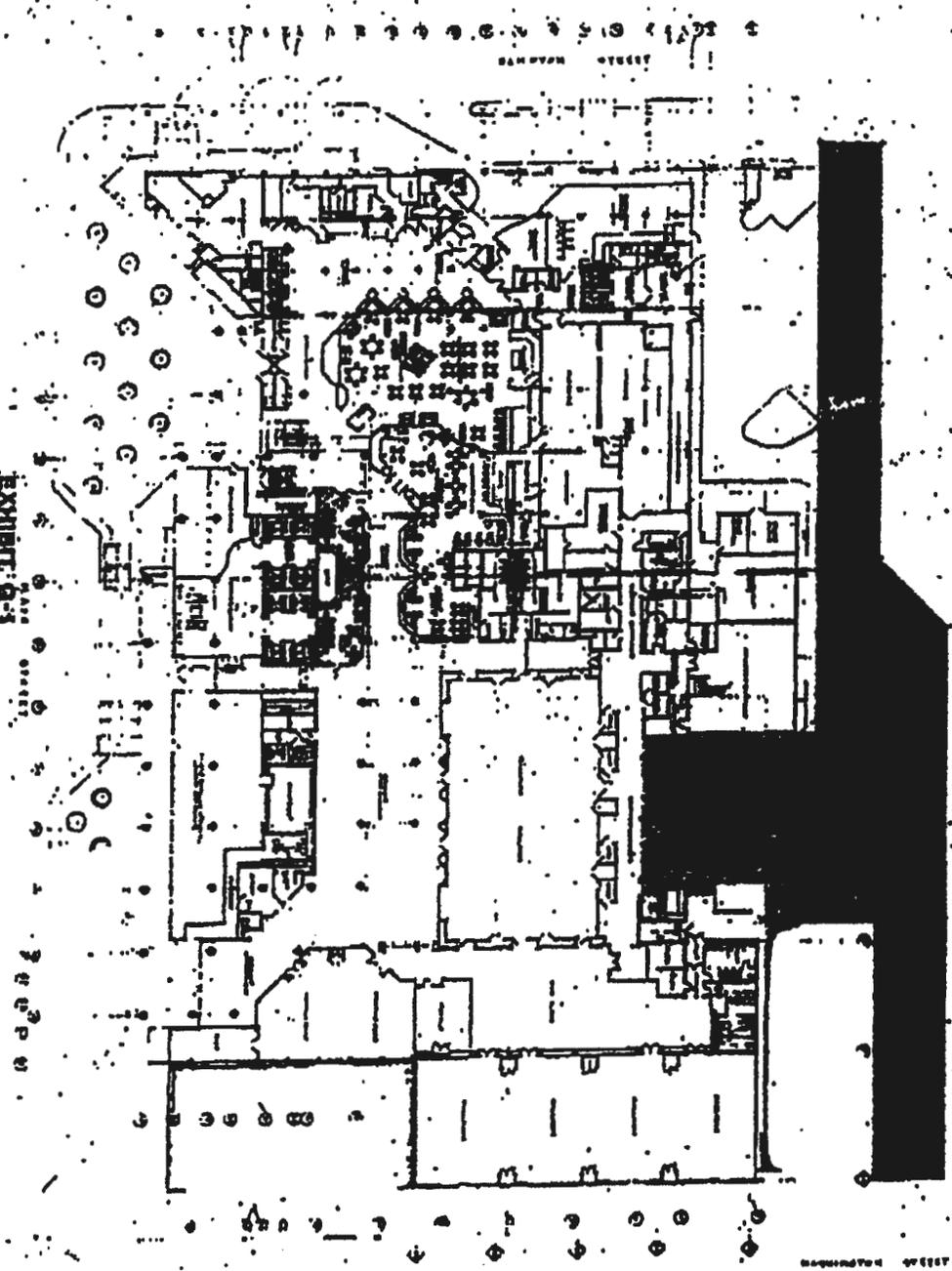
My Commission Expires: May 9, 1999



GROUND FLOOR PLAN
Scale: 1/8" = 1'-0"

EXHIBIT: 2-1
C. Louisa Beck's Address' Easement Area
2. LONDONA DOCK AREA

Proposed Addition and Alterations to
ADAMS MARK HOTEL
Suburban, South America



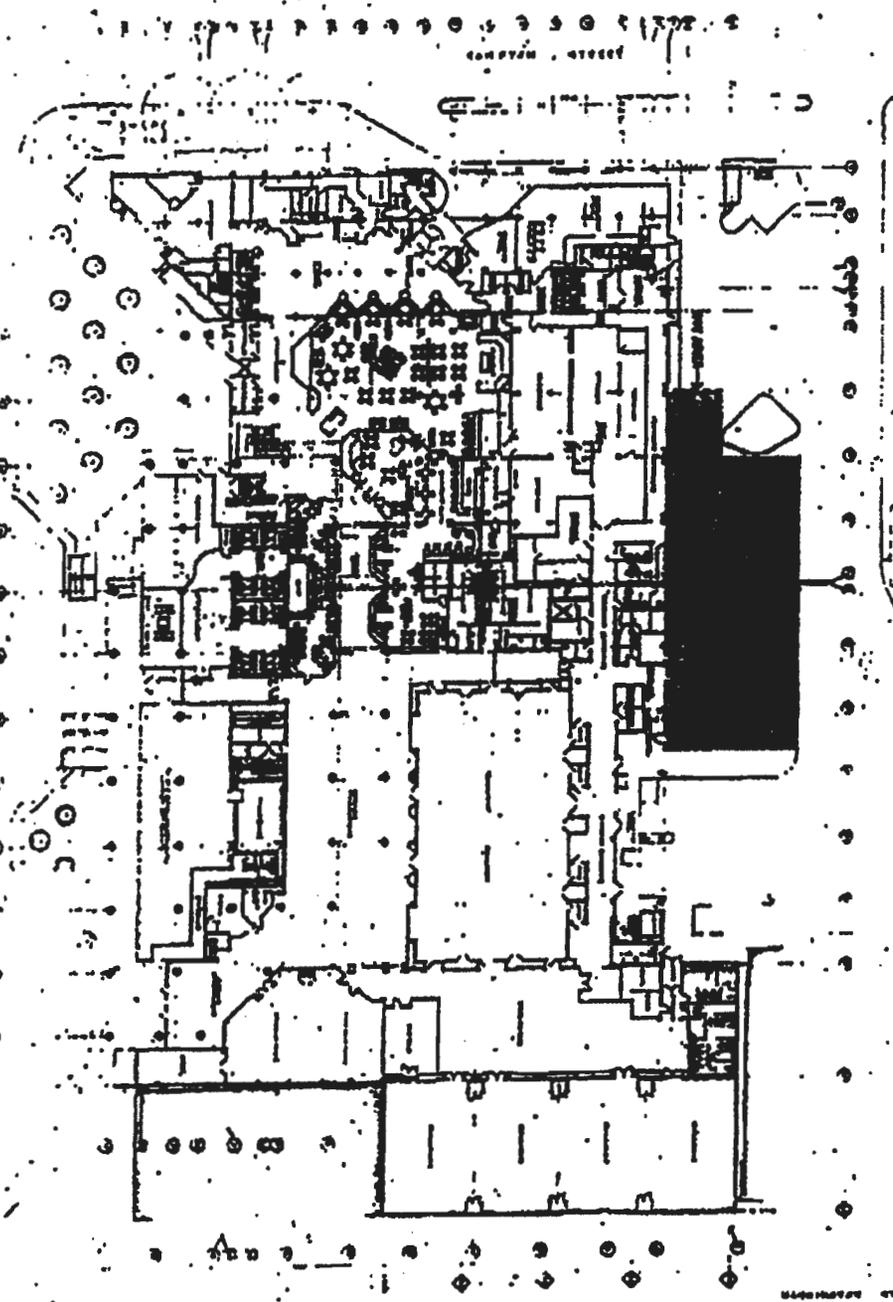
ADAMS MARK HOTEL



GROUND FLOOR PLAN
Scale: 1/8" = 1'-0"

EXHIBIT I-1
E. HOTEL BARBERSHOP AREA
E. HOTEL VAN ALBANY AREA

Proposed Addition and Alterations to
ADAMS MARK HOTEL
Queens, New York



ADAMS MARK HOTEL

EXHIBIT 4

Amendment Number Five to Joint Use Agreement dated July 17, 1995

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

AMENDMENT NUMBER FIVE
TO JOINT USE AGREEMENT

THIS Amendment Number Five to Joint Use Agreement, made and entered into this 17th day of July, 1995 by and among Seven Seventeen HB Columbia Corporation, a South Carolina corporation, 1200 Hampton Street, Columbia, SC 29201 ("HOTEL"); Main Street Associates, a South Carolina Limited Partnership, c/o Pains Webber, Incorporated, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Rosemaris Albergo ("OFFICE"); the City of Columbia, South Carolina a body politic of the State of South Carolina, located at City Hall, Columbia, South Carolina 29201 ("CITY"), and South Carolina Electric & Gas Company, a corporation organized under the laws of South Carolina, 1426 Main Street, the Palmetto Center, 19th Floor, Columbia, SC 29208 ("SCE&G")

W I T N E S S E T H T H A T:

WHEREAS, CITY, OFFICE, SCE&G and Hampton Street Associates, as predecessor in interest to HOTEL ("Hampton"), entered into that certain Joint Use Agreement dated December 1, 1981, in connection with the development and operation of the Project, as therein defined, and

WHEREAS, said Joint Use Agreement was modified and amended by several documents and agreements, including Amendment Number Four to the Joint Use Agreement dated January 24, 1995 (the original agreement and all amendments and addenda being hereinafter referred to as the "Joint Use Agreement"), and

WHEREAS, HOTEL desires to make certain changes to Common Area within the Project, and the other parties hereto have agreed to such changes, but only upon the terms and conditions hereinafter carefully set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for, and in consideration of mutual covenants and agreements hereinafter set forth, the parties hereto do agree that the Joint Use Agreement shall be amended and modified in the following respects:

1. HOTEL is hereby authorized (at its own expense, except as herein provided) to make the following renovations to the ground level and mezzanine levels of the Common Area:

- (a) To install the monumental stair shown and described on Sheets A3.1 and A3.2, of Alterations and Additions to Adams Mark Hotel, Columbia, South Carolina, prepared by Hospital Designers, Inc. dated August 5, 1994 ("the Plans"); and

- (b) To accomplish the demolition described on Sheets DA1.1 and DA1.2 of the Plans and to install and to construct new entrances and vestibules as shown on Sheets A1.1 and A1.2 of the Plans, and
- (c) To install and construct a revolving door on the bridge to the parking garage, as shown on Sheet A13.1, it being understood that the exact specifications of the door and vestibule shall be approved by SCE&G.

2. All demolition and construction permitted by this Amendment shall be accomplished in accordance with the standards set forth generally in the Joint Use Agreement and shall, in any event, be accomplished by licensed contractors, and in accordance with a schedule to be approved by SCE&G.

3. SCE&G agrees to contribute to the costs of the renovations permitted herein the sum of \$155,000.00, to be paid as hereinafter provided.

4. SCE&G agrees to pay, subject to the maximum amount set forth in paragraph 3 hereof, its share of the cost of renovations as progress on the work progresses. No more frequently than once each month, Hotel shall submit to SCE&G an application for payment, based upon a previously approved schedule of values, showing the amount of work in place accomplished in the prior thirty-day period. Within twenty (20) days after receipt of such application, SCE&G will pay to Hotel a sum equal to one-half of the work accomplished during such period, based upon the schedule of values, provided, however, that the aggregate of all payments made hereunder shall not exceed the amount set forth in paragraph 3. When all the work has been accomplished, SCE&G will pay to Hotel a sum equal to \$155,000.00, less all amounts previously paid under this paragraph.

5. Hotel warrants to Office and SCE&G that materials and equipment furnished in accordance with this Agreement will be of good quality and new, unless otherwise required or permitted by the plans and specifications, that the work will be free from defects not inherent in the quality or permitted, and that the work will conform with the requirements of the plans and specifications. Work not conforming these requirements, including substitutions not properly approved and authorized, may be considered defective. Hotel's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Hotel, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Request for payment for work in place under paragraph 4 hereof shall be accompanied by a Certificate by Hotel that the work is free from liens, claims, security interests or encumbrances in favor of subcontractors, suppliers or other persons or entities entitled to claim by reason of providing labor, materials or equipment to the work described herein. If within one

(1) year after completion of the improvements permitted by this Agreement, any portion of the renovations described herein is found not to be in accordance with the requirements of this Agreement and the plans and specifications, Hotel shall correct it promptly after receipt of written notice from any other party hereto to do so, unless the parties hereto shall have previously given Hotel a written acceptance of such condition. The period of one (1) year shall be extended with respect to portions of the work first performed after the date of completion by the period of time between the date of completion and the actual performance of the work. In addition to all warranties herein provided, Hotel shall assign to the other parties hereto, as their interests may appear, all warranties provided by manufacturers of systems, equipment or materials installed in accordance with this Agreement and the plans.

6. To the extent permission is required, all parties hereto do agree that SCE&G is authorized and permitted to remove from the ground level Common Area the security station presently installed and maintained by it, situated to the East of the elevator bank shown on the plans, it being understood and agreed that SCE&G shall be liable to no party hereto for any damage reasonably occasioned by such removal.

7. To the extent permission is required, all parties hereto do agree that SCE&G is authorized and permitted to construct, at its own expense, an entrance from the area presently known as "the Azalea Room," and shown on Sheet DA1.1, through the wall which forms the western boundary of the lobby between elevators one and two on the North and elevators three and four on the South. The lease agreement between SCE&G and HOTEL for the Azalea Room shall terminate on January 1, 1996 and the entrance described herein shall be constructed within ninety (90) days thereafter.

8. To the extent that the Joint Use Agreement, or any other agreement, custom or usage requires that SCE&G provide personnel, equipment, or supervision of personnel providing security services in any portion of the Common Area (other than the Loading Dock Area and the Loading Dock Easement Area), it is agreed that SCE&G's obligation to do so is immediately terminated.

9. Section 8.2 of the Joint Use Agreement is hereby amended in the following respects:

- (a) From and after the date of substantial completion of the work described in paragraph 6 hereof, the contribution of OFFICE to common expenses shall include no portion of such expenses incurred for police and security protection, and its contribution to those labor costs incurred for the cleaning of dirt, rubbish and debris from the Common Area, the costs of maintaining vegetation and supplies incidental to such, or other costs generally

related to what is commonly known as housekeeping or janitorial services, and may not be based upon the expenditure of man hours for such purposes in excess of those billed to the parties hereto for the month of November, 1994; and

(b) The final portion of Section 8.2 which reads as follows:

provided, however, the expenditures for replacement and/or reconstruction of any one item or series of related items in any one calendar year shall not exceed Fifty Thousand (\$50,000.00) and no/100 Dollars without the prior written approval of HOTEL and OFFICE, which approval shall not be unreasonably withheld,

shall be deleted and replaced with the following language:

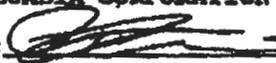
provided, however, the expenditures for replacement and/or reconstruction of any one item or series of related items in any one calendar year shall not exceed Five Thousand (\$5,000.00) and no/100 Dollars without the prior written approval of HOTEL, OFFICE and SCE&G, which approval shall not be unreasonably withheld.

10. HOTEL hereby grants OFFICE and SCE&G an exclusive easement, having the dimensions and location shown on Exhibit I-1 attached hereto and made a part hereof, for the purpose of installing, operating and maintaining an electricity, communications and data conduit; provided, however, that this easement shall not interfere with any improvements heretofore constructed by HOTEL.

11. Except as herein provided, the Joint Use Agreement, as previously amended and modified, shall remain of full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to be effective the day and year first above written.

SEVEN SEVENTEEN HB
COLUMBIA CORPORATION (SEAL)

By: 

Its: 


Witness

Witness

THE CITY OF COLUMBIA,
SOUTH CAROLINA (SEAL)

By: *Melvin Bradley*

Its: CITY MANAGER

MAIN STREET ASSOCIATES
BY PW MAIN CORPORATION
GENERAL PARTNER (SEAL)

By: *Richard P. McCasland*

Its: MANAGER

SOUTH CAROLINA ELECTRIC
& GAS COMPANY (SEAL)

By: *Martin K. Phalen*

Its: Vice President
Human Resources and Administration

[Signature]
Witness

Rosemarie Albert
Witness
Rama Brandelis
Witness

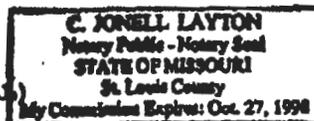
Jarvis H. Stealy
Witness
Mary R. Blank
Witness

STATE OF Missouri)
COUNTY OF St Louis) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named SEVEN SEVENTEEN HR COLUMBIA CORPORATION, by Tom Untermeyer, its Vice President sign, seal and deliver the within Amendment Number Five to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

[Signature]

SWORN to before me this 16th day of May, 1995.
C. Jonell Layton (SEAL)
Notary Public for South Carolina



My Commission Expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named THE CITY OF COLUMBIA, SOUTH CAROLINA, by Mrs. Beadler, its City Manager sign, seal and deliver the within Amendment Number Five to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

[Signature]

SWORN to before me this 5th day of May, 1995.
[Signature] (SEAL)
Notary Public for South Carolina
MCE: 31142004

STATE OF SOUTH CAROLINA *New York*
COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named PW MAIN CORPORATION, GENERAL PARTNER, by Richard A. McCauley, its VP/President sign, seal and deliver the within Amendment Number Five to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

Rosmarie Albert

SWORN to before me this 17
day of July, 1995.

Sarah A. Antonelli (SEAL)
Notary Public for South Carolina *New York*
SARAH A. ANTONELLI
Notary Public, State of New York
No. 31-072678
Qualified in New York County
Commission Expires 11/27/97

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND .)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named SOUTH CAROLINA ELECTRIC & GAS COMPANY, by Martin K. Phelan, its Vice President sign, seal and deliver the within Amendment Number Five to Joint Use Agreement and that (s)he together with the other witness whose signature appears above witnessed the execution thereof.

Janice H. Stealy

SWORN to before me this 3rd
day of May, 1995.

Maury R. Blank (SEAL)
Notary Public for South Carolina

My Commission Expires: May 9, 1999

EXHIBIT 5

Amendment Number Six to Joint Use Agreement dated December _____, 1996

AMENDMENT NUMBER SIX TO JOINT USE AGREEMENT

This Amendment Number Six to Joint Use Agreement, made and entered into this _____ day of December, 1996, by and among SEVEN SEVENTEEN HB COLUMBIA CORPORATION, a South Carolina corporation, 1200 Hampton Street, Columbia, SC 29201 ("HOTEL"); MAIN STREET ASSOCIATES, a South Carolina Limited Partnership, c/o Faine Weber, Incorporated, 1285 Avenue of the Americas, New York, New York, 10019, Attn.: Rosemarie Albergio ("OFFICE"); the CITY OF COLUMBIA, South Carolina a body politic of the State of South Carolina located at City Hall, Columbia, South Carolina 29201 ("CITY"), and SOUTH CAROLINA ELECTRIC AND GAS COMPANY, a corporation organized under the laws of the State of South Carolina, 1426 Main Street, The Palmetto Center, Columbia, South Carolina 29201 ("SCE&G").

WITNESSETH:

WHEREAS, CITY, OFFICE, SCE&G and Hampton Street Associates, as predecessor in interest to HOTEL entered into that certain Joint Use Agreement dated December 1, 1981, in connection with the development and operation of the Project, as therein defined; and,

WHEREAS, said Joint Use Agreement was modified and amended by several documents and agreements, including Amendment Number Five to Joint Use Agreement dated July 17, 1995 among HOTEL, CITY, OFFICE and SCE&G (the original agreement and all amendments and addenda being hereinafter referred to as the "Joint Use Agreement"); and

WHEREAS, HOTEL, by agreement among the parties, has constructed in the lobby on the ground floor of the Atrium Covered Common Area facilities now used in conjunction with the Hotel known as the Atrium Terrace Bar, Restaurant, Sports Bar and the Atrium Pre-Convene, which areas are identified and depicted on a plan for those facilities entitled Additions and Alterations to Adams Mark Hotel, Columbia, South Carolina, prepared by Hospital Designers, Inc. (the "Exclusive Use Lobby Area"); and

WHEREAS, the redesign and improvements constructed by HOTEL present a reason and opportunity for a partial reallocation and realignment of rights and responsibilities relative to the Joint Use Agreement, and the parties agree that such realignment and reallocation is appropriate.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree that the Joint Use Agreement shall be amended and modified in the following respects:

1. Notwithstanding any other provision of the Joint Use Agreement, HOTEL, shall have the right to exclusive use of the Exclusive Use Lobby Area for use consistent with the uses for which the facilities therein were constructed, and may secure and otherwise operate the Exclusive Use Lobby Area consistent with the exclusive use granted hereby. OFFICE and SCE&G shall have a continuing right of access through the Exclusive Use Lobby Area to the adjacent AV storage area for purposes of use of the service elevator and AV storage area. The service elevator access on the

ground floor will be maintained for use by the office complex. SCE&G will encourage the vendors serving the Palmetto Center to use service entries to the building appropriately and with care not to damage any improvements. HOTEL shall be solely responsible at its cost to maintain and repair as necessary the improvements constructed by HOTEL in the Exclusive Use Lobby Area for the Atrium Terrace Bar now known as Tiffany Rose, the Restaurant now known as Chestnuts, the Sports Bar now known as Players and the Atrium Pre-Convener, all to be operated according to the same standards applicable to the Hotel.

2. Section 8.2 of the Joint Use Agreement is hereby amended by addition of the following paragraph:

For calendar year 1997 and each succeeding calendar year, the common expenses comprising lobby payroll and lobby cleaning materials for services commonly known as housekeeping or janitorial services relating to the Ground Floor included in the Common Expenses which are contributed sixty percent (60%) by OFFICE shall be limited to twenty-eight and two-tenths percent (28.2%) of such lobby payroll and lobby cleaning materials (total reimbursable lobby payroll being further limited to six hundred thirty-two (632) man hours). Thus, OFFICE's contribution with respect to such lobby payroll shall be the actual cost of not more than six hundred thirty-two (632) hours of labor multiplied by twenty-eight and two-tenths percent (28.2%), further multiplied by sixty percent (60%), and OFFICE's contribution with respect to lobby cleaning materials shall be the actual cost of lobby cleaning materials multiplied by twenty-eight and two-tenths percent (28.2%) further multiplied by sixty percent (60%). Ground floor is defined for purposes of this paragraph as that part of the Atrium Covered Common Area from the lobby floor to a plane immediately below the mezzanine.

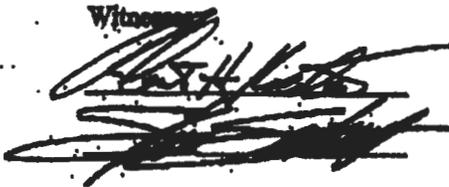
Paragraph 9(a) of Amendment Number Five to Joint Use Agreement, which amended Section 8.2 of the Joint Use Agreement, is further amended by deleting "may not be based upon the expenditure of manhours for such purposes in excess of those billed to the parties hereto for the month of November, 1994" and substituting therefor "may not be based upon the expenditure of more than six hundred thirty-two (632) manhours for such purposes in any year."

3. Notwithstanding any other provision of the Joint Use Agreement, for calendar year 1997 and each succeeding calendar year, OFFICE's combined contribution for maintenance expenses which constitute a part of Common Expenses under Section 8.2 of the Joint Use Agreement and Loading Dock maintenance expenses (the maintenance expenses payable by OFFICE pursuant to Section 9.3 of the Joint Use Agreement) shall not exceed the contribution that would otherwise be payable by OFFICE for such items for such calendar year without regard to this paragraph multiplied by a fraction the numerator of which is Thirty Thousand Dollars (\$30,000.00) and the denominator of which is the actual required contribution of OFFICE for such items for calendar year 1996. An example of this calculation is attached hereto and made a part hereof as Exhibit A.

4. Except as herein provided, the Joint Use Agreement as previously amended and modified, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment Number Six To Joint Use Agreement the day and year first above written.

SEVEN SEVENTEEN HB COLUMBIA CORPORATION

Witnesses:


By: 
Its: Vice President

THE CITY OF COLUMBIA

Witnesses:

By: _____
Its: _____

MAIN STREET ASSOCIATES
By: FW MAIN CORPORATION GENERAL PARTNER

Witnesses:

By: _____

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named THE CITY OF COLUMBIA, by _____ its _____ sign seal and deliver the within Amendment Number Six to Joint Use Agreement and (s)he together with the other witness whose signature appears above witnessed the execution thereof.

 Witness

SWORN to before me this _____ day of December, 1996

 (SEAL)

My Commission Expires: _____

STATE OF NEW YORK)
) PROBATE
COUNTY OF NEW YORK)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named MAIN STREET ASSOCIATES By: PW MAIN CORPORATION GENERAL PARTNER, by _____, its _____ sign seal and deliver the within Amendment Number Six to Joint Use Agreement and (s)he together with the other witness whose signature appears above witnessed the execution thereof.

Witness

SWORN to before me this _____ day of December, 1996

(SEAL)

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named SOUTH CAROLINA ELECTRIC AND GAS COMPANY, by Neville O. Iorick, its Vice President sign seal and deliver the within Amendment Number Six to Joint Use Agreement and (s)he together with the other witness whose signature appears above witnessed the execution thereof.

Rita B. McGeary
Witness

SWORN to before me this 31st day of December, 1996

Mary R. Blank (SEAL)

My Commission Expires: May 9, 1999

EXHIBIT A

1998 Actual Common Area at 28.2%	\$89,527 <u>60%</u>	35,716
1998 Actual Loading Dock	8,775 <u>50%</u>	<u>4,387</u>
	SCE&G Share	\$40,103
	Adjust for \$30,000 Base	<u>74.84%</u>
	SCE&G Payment	\$30,013
Assumes 1997 Common Area at 28.2%	\$91,312* <u>60%</u>	35,757
Assumes 1997 Loading Dock	\$9,098* <u>50%</u>	<u>4,519</u>
	SCE&G Share	\$41,303
	Adjust for \$30,000 Base	<u>74.84%</u>
	SCE&G Payment	\$30,913

*Escalates at 3% over 1999