

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement (this “Fifth Amendment”) is entered into as of this ____ day of _____, 2023 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee (“Metro”) and **404 JAMES ROBERTSON PROP, LLC**, a Delaware limited liability company (“Lessor”).

RECITALS

WHEREAS, Lessor, as landlord (as successor to Parkway Towers, LLC and PHR Parkway, LLC), and Metro, as tenant, are parties to that certain Lease Agreement dated November 6, 2013 (the “Original Lease”), as amended by that certain First Amendment dated May 6, 2014, that certain Second Amendment dated June 17, 2015, that certain Third Amendment dated October 8, 2021, and that certain Fourth Amendment dated April 10, 2023 (collectively, the “Lease”) whereby Metro leases from Lessor a total of 53,738 rentable square feet of space (the “Existing Leased Premises”) on multiple floors in the NorthCap Center Building (formerly known as Parkway Towers), 404 James Robertson Parkway, Nashville, Tennessee 37219 (the “Building”).

WHEREAS, Metro and Lessor now desire to amend the Lease to reduce the size of the Existing Leased Premises, extend the term and otherwise amend the Lease in accordance with the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. **Incorporation of Recitals, Definitions.** The Recitals set forth above are hereby incorporated into this Fifth Amendment as if set forth herein in full. All capitalized terms not defined in this Fifth Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 1. Purpose.** Section 1 of the Original Lease is amended to provide that effective as of September 30, 2023 (the “Vacate Date”), Metro shall vacate and surrender to Lessor the 4,452 rentable square feet of space located on the first (1st) floor of the Building and identified in the Lease as the Additional 1st Floor Phase Two Space (the “Relinquished Space”), which shall result in the reduction of the Existing Leased Premises from 53,738 rentable square feet to 49,286 rentable square feet (as reduced the “Reduced Leased Premises”). Effective as of the Vacate Date, Metro surrenders to Lessor and releases to Lessor all of Metro’s right, title and interest in and to the Relinquished Space. Metro’s surrender of the Relinquished Space shall be done in accordance with terms and provisions of the Lease, including, without limitation, those portions of Section 10 of the Original Lease applicable to the surrender of the “Leased Premises” by Metro. From and after the Vacate Date, the Reduced Leased Premises shall be the “Leased Premises” pursuant to the Lease, as amended hereby.
3. **Section 2. Term.** Section 2 of the Original Lease is amended to extend the Term, which is currently scheduled to expire on October 31, 2023, by three (3) full months. As extended, the Term shall expire on January 31, 2024. If Metro remains in possession of the Reduced Premises after the expiration or termination of the Lease, then in addition to the provisions of Section 11 of the Original Lease, any holdover by Metro shall be deemed to constitute an event of default entitling Lessor to exercise all of the remedies available to it upon the occurrence of an event of default, and Metro shall be liable for all damages, including consequential damages, that Lessor suffers as a result of the holdover.
4. **Section 3. Rental Fees.** Section 3 of the Original Lease is amended to provide that from and after the Vacate Date and during the remainder of the Term (as extended by this Fifth Amendment), Metro will pay Lessor Rent for the Reduced Leased Premises as follows:

<u>LEASE PERIOD</u>	<u>MONTHLY RENT</u>	<u>ANNUALIZED RENT</u>
October 1, 2023 to January 31, 2024	\$81,303.91	\$975,646.98

5. **Brokers.** Each of Lessor and Metro hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Fifth Amendment and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and

delivery of this Fifth Amendment. Each of Lessor and Metro shall indemnify, defend, protect and hold the other harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys' fees) that the other may incur or suffer, or which may be asserted against the other, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by it in this Section.

6. **Fifth Amendment Effective Date.** This Fifth Amendment shall not be binding upon the parties until it has been signed first by Lessor and then by the representatives of Metro, and then approved by the Metropolitan Council (the date this Fifth Amendment is approved by the Metropolitan Council is referred to hereinafter as the "Fifth Amendment Effective Date").
7. **Ratification of the Lease.** Except as specifically set forth in this Fifth Amendment, the parties hereto agree that the Lease (as amended by this Fifth Amendment) is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Fifth Amendment. From and after the Fifth Amendment Effective Date, the term "Lease" shall be deemed to mean and include the Lease as amended by this Fifth Amendment.
8. **Counterparts.** This Fifth Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and facsimile signatures shall be deemed to be original signatures and of the same force and effect.

[end of page - signatures on following page]

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Fifth Amendment effective as of the Fifth Amendment Effective Date.

METRO:

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Metropolitan Attorney

RECOMMENDED BY:

Abraham Wescott

Director of Public Property

Metropolitan Mayor

LESSOR:

404 JAMES ROBERTSON PROP, LLC,
a Delaware limited liability company

By: *Thomas J. Hatcher IV*

Name: Thomas Hatcher

Title: Asset Manager



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Metro Office Building
800 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300

July 12, 2023

To: Felecia Teasley Metro Department of Finance

**Re: NORTHCAP LEASE EXTENSION
Planning Commission Mandatory Referral 2023M-010AG-002
Council District #19 Freddie O'Connell, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A resolution to approve the Fifth Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and 404 James Robertson Prop, LLC for office space in the Parkway Towers Building located at 404 James Robertson Parkway. (Proposal No. 2023M-010AG-002).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

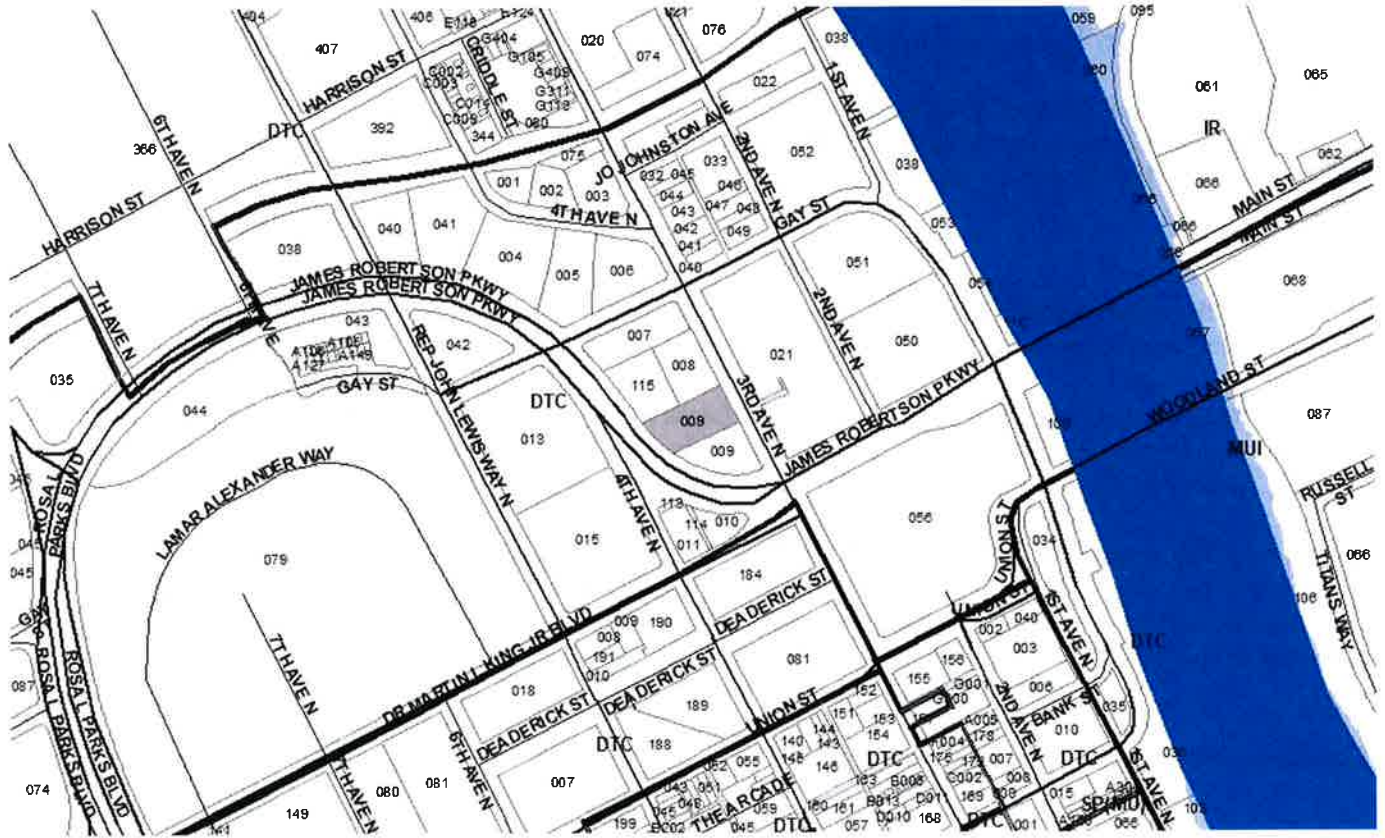
Sincerely,

A handwritten signature in blue ink that reads 'Lisa Milligan'.

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: *Metro Clerk*

Re: NORTHCAP LEASE EXTENSION
Planning Commission Mandatory Referral # 2023M-010AG-002
Council District #19 Freddie O'Connell, Council Member

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Certificate Of Completion

Envelope Id: 676F10851B674B8B9E476BFD701FDB0D	Status: Completed
Subject: Complete with DocuSign: Legislative Tracking Form - Parkway Towers 5th Amendment (N0547803xD719...	
Source Envelope:	
Document Pages: 8	Signatures: 6
Certificate Pages: 15	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Felicia Teasley
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	felicia.teasley@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Felicia Teasley	Location: DocuSign
7/12/2023 3:08:52 PM	felicia.teasley@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Abraham Wescott		Sent: 7/12/2023 3:34:30 PM
abraham.wescott@nashville.gov		Viewed: 7/12/2023 3:49:47 PM
Security Level: Email, Account Authentication (None)		Signed: 7/12/2023 3:50:19 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kelly Flannery		Sent: 7/12/2023 3:50:20 PM
Kelly.Flannery@nashville.gov		Viewed: 7/12/2023 3:55:12 PM
Security Level: Email, Account Authentication (None)		Signed: 7/12/2023 3:55:23 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.100	


Electronic Record and Signature Disclosure:

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Greg McClarin		Sent: 7/12/2023 3:55:25 PM
Greg.McClarin@nashville.gov		Viewed: 7/12/2023 3:59:08 PM
Security Level: Email, Account Authentication (None)		Signed: 7/13/2023 9:02:49 AM
	Signature Adoption: Pre-selected Style	
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Aaron Pratt		Sent: 7/13/2023 9:02:51 AM
aaron.pratt@nashville.gov		Viewed: 7/14/2023 8:06:17 PM
Security Level: Email, Account Authentication (None)		Signed: 7/14/2023 8:06:32 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 12.131.52.146	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	<i>Macy Amos</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/14/2023 8:06:34 PM Viewed: 7/17/2023 10:15:31 AM Signed: 7/17/2023 10:15:54 AM

Electronic Record and Signature Disclosure:
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 ID: 0f95777a-05c2-41bd-b295-565df49b8971

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2023 3:34:30 PM
Certified Delivered	Security Checked	7/17/2023 10:15:31 AM
Signing Complete	Security Checked	7/17/2023 10:15:54 AM
Completed	Security Checked	7/17/2023 10:15:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure