

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the “**Fourth Amendment**”), is made and entered into by and between **Signature Center, L.P.**, a Tennessee Limited Partnership, as successor in interest to **Signature Center, G.P.**, a Tennessee General Partnership (hereinafter called the "Landlord"), and the **Metropolitan Police Department of Nashville and Davidson County, d/b/a PASS/VIP** (hereinafter called the "Tenant") and shall be effective (the "Effective Date") the 1st. day of July, 2021.

WITNESSETH:

That Whereas, the Tenant entered into a Lease Agreement (the “Lease Agreement”), with John Hancock (Variable)(Mutual) Life Insurance Company ("John Hancock"), as predecessor in interest to Landlord, dated June 4, 1996, wherein the Tenant agreed to lease from John Hancock, certain Premises consisting of 4,945 rentable square feet on the fifth floor (designated as, "Suite 500" or the "Premises"), in the five story office building known as, the Signature Center Office Building (the "Building"), located at 1900 Church Street, Nashville, Tennessee 37203; and,

Whereas, the Lease Agreement was modified and amended by the First Amendment to Lease Agreement (the "First Amendment"), dated June 15, 2001, in which term of the Lease Agreement was extended for an additional five (5) year term; and,

Whereas, the Lease Agreement and First Amendment were further modified and amended by the Second Amendment to Lease Agreement (the “Second Amendment”), dated June 5, 2006; and, which Second Amendment term terminated on June 30, 2011; and,

Whereas, said the Lease Agreement, First Amendment and Second Amendment were further modified and amended by the Third Amendment to Lease Agreement (the “Third Amendment”), with an Effective Date of July 1, 2011; and, which Third Amendment term is due to terminate on June 30, 2021 (the Lease Agreement, First Amendment, Second Amendment and Third Amendment, being collectively herein referred to as the, "Lease", the terms and conditions of subject Lease being incorporated herein by reference; and,

Whereas, the Tenant has requested that the Landlord permit the Tenant to extend the Lease Term for an additional three (3) year term, commencing July 1, 2021, and terminating on June 30, 2024, which the Landlord has agreed to, subject to the terms and conditions hereinafter recited.

Now therefore, for and in consideration of the mutual benefits, covenants and agreements, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, that that the Lease by and between Signature Center, L.P, a Tennessee Limited Partnership, as "Landlord", and the Metropolitan Police Department of Nashville and Davidson County, d/b/a PASS/VIP, as "Tenant", shall be modified, amended and extended, as follows:

Fourth Lease Extension Term:

- (a) The Fourth Lease Extension Term (the “Fourth Lease Extension Term”), for Suite 500, shall be extended for an additional three (3) year period, commencing July 1, 2021 and shall terminate, as of midnight, on June 30, 2024.
- (b) The Tenant shall have the option to terminate the Fourth Lease Extension Term (the “Early Termination Option”), at any time after the two (2) year anniversary, of the Fourth Lease Extension Term, by providing the Landlord six (6) months prior written notice.

Base Rent:

- (a) **Full Term Base Rent:** Should Tenant satisfy all of its financial obligations under the terms of the Lease for the entire three (3) year Fourth Lease Extension Term, as recited in item (a), above, the Full Term Base Rent rate shall be as recited below

Term:	Rent Per SF:	Total Monthly Rent:	Total Yearly Rent:
07/01/2021 – 06/30/2022	\$27.60	\$11,373.50	\$136,482.00
07/01/2022 – 06/30/2023	\$28.43	\$11,715.53	\$140,586.35
07/01/2023 – 06/30/2024	\$29.28	\$12,065.80	\$144,789.60

- (b) **Early Termination Base Rent:** Should Tenant elect to exercise its Early Termination Option, as recited in item (b) above, the Early Termination Base Rent rate shall be as recited below (the additional Base Rent [the difference between the Full Term Base Rent and the Early Termination Base Rent] and any and all Additional Rent, as defined in the Lease, being due and payable in full on or before termination date, as recited in the Tenant’s Early Termination Option notice):

Term:	Rent Per SF:	Total Monthly Rent:	Total Yearly Rent:
07/01/2021 – 06/30/2022	\$27.90	\$11,497.13	\$137,965.50
07/01/2022 – 06/30/2023	\$28.74	\$11,843.28	\$142,119.30
07/01/2023 – 06/30/2024	\$29.60	\$12,197.67	\$146,372.00

Premises Condition: The Tenant acknowledges that it is currently occupying the Premises and that it is accepting the Premises, during the Fourth Lease Extension Term, in the existing "AS-IS" condition. Landlord will neither contribute to or perform any improvements to the Premises.

Each party, to this Fourth Amendment, covenants and agrees that all remaining terms and conditions contained in the Lease Agreement, First Amendment, Second Amendment and Third Amendment, not specifically modified nor changed herein, shall remain in full force and effect.

Each party to this Fourth Amendment, by execution hereof, certifies that each possesses requisite authority to execute this Fourth Amendment without the approval and/or joinder of any third party, except for the signatories.

Tenant covenants that it is duly authorized and empowered to enter into this Fourth Amendment.


Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment, effective the Effective Date herein.

LANDLORD

Signature Center , L.P.,
a Tennessee Limited Partnership

By: 1900 Church Street Properties, Inc.,
a Tennessee Corporation
Its: General Partner

By: 

Michael D. Shmerling, President

TENANT

Metropolitan Police Department of Nashville and Davidson County, d/b/a ASS/VIP

Approved:

Metropolitan Police Department

By: John Drake

Printed Name: John Drake

Title: Chief of Police

Approved:

Public Property Administration

By: Trael Webb

Printed Name: Trael Webb

Title: Director of Public Property

Approved:

Department of Finance

By: Kevin Crumbo

Printed Name: Kevin Crumbo

Title: Director of Finance

Approved:

Metropolitan Attorney

By: Macy Amos

Printed Name: Macy Amos

Title: _____

Approved as to insurance requirements:

By: Balogun Cobb

Printed Name: Balogun Cobb

Title: _____

Approved:

Mayor of Nashville Davidson County

By: _____

Printed Name: John Cooper

Attest:

Metropolitan Clerk

By: _____

Printed Name: _____



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

April 7, 2021

To: Ronald Colter, Metro Finance Department

Re: **PASS Lease Amendment**
Planning Commission Mandatory Referral #2021M-005PR-001
Council District #21 – Brandon Taylor, 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 request for a resolution approving the Fourth Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Signature Center, L.P. for office space for the Police Advocacy Support Services ("PASS") Program (Proposal No. 2021M-005PR-001).

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 Jason Rust at Sharon.oconner@nashville.gov or [615-862-7208](tel:615-862-7208).

Sincerely,

A handwritten signature in black ink that reads "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: PASS Lease Amendment
Planning Commission Mandatory Referral #2021M-005PR-001
Council District #21 – Brandon Taylor, Council Member

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