

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (this “Fourth 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 and that certain Third Amendment dated October 8, 2021 (collectively, the “Lease”) whereby Metro leases from Lessor a total of 55,593 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 Fourth Amendment as if set forth herein in full. All capitalized terms not defined in this Fourth 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 May 31, 2023 (the “Vacate Date”), Metro shall vacate and surrender to Lessor the 1,855 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 One Space (the “Relinquished Space”), which shall result in the reduction of the Existing Leased Premises from 55,593 rentable square feet to 53,738 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 August 31, 2023, by two (2) full months. As extended, the Term shall expire on October 31, 2023. 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 Fourth 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>
June 1, 2023 to October 31, 2023	\$88,648.09	\$1,063,780.08

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 Fourth 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 Fourth 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. **Fourth Amendment Effective Date.** This Fourth 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 Fourth Amendment is approved by the Metropolitan Council is referred to hereinafter as the “Fourth Amendment Effective Date”).
- 7. **Ratification of the Lease.** Except as specifically set forth in this Fourth Amendment, the parties hereto agree that the Lease (as amended by this Fourth Amendment) is unmodified and in full force and effect, and further herby ratify, affirm and confirm the Lease as amended by this Fourth Amendment. From and after the Fourth Amendment Effective Date, the term “Lease” shall be deemed to mean and include the Lease as amended by this Fourth Amendment.
- 8. **Counterparts.** This Fourth 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 Fourth Amendment effective as of the Fourth Amendment Effective Date.

METRO:

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

RECOMMENDED BY:

Abraham Wescott
Director of Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/mjw
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos
Metropolitan Attorney

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

March 16, 2023

To: Felecia Teasley Metropolitan Government of Nashville & Davidson Finance

Re: **NORTHCAP LEASE EXTENSION**
Planning Commission Mandatory Referral # 2023M-010AG-001
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 approving a lease agreement between the Metropolitan Government of Nashville and Davidson County by and through a municipal corporation of the State of Tennessee and 404 James Robertson Prop, LLC, a Delaware limited liability company (Lessor) for a total of 55,593 rentable square feet of space on multiple floors in the NorthCap Center Building, 404 James Robertson Parkway, Nashville, TN 37219 (Parcel No. 09302000900) (Proposal No. 2023M-010AG-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 Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

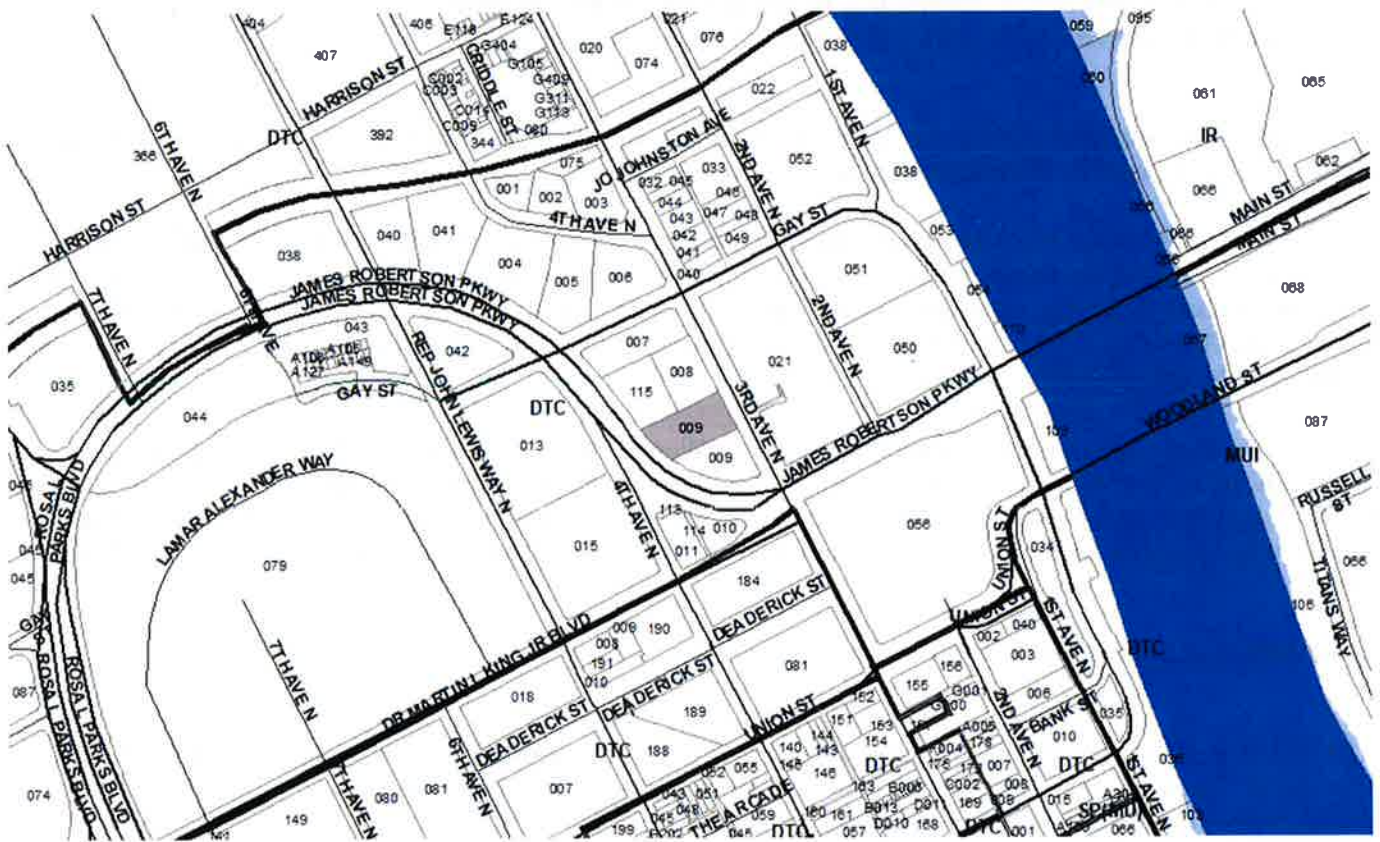
Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Milligan".

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

Re: NORTHCAP LEASE EXTENSION
Planning Commission Mandatory Referral # 2023M-010AG-001
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Certificate Of Completion

Envelope Id: C6FEB851954A4601993AD111F3C126A7

Status: Completed

Subject: Complete with DocuSign: LTF - Parkway Towers Fourth Amendment (N0522188xD719A).pdf, Parkway Tow...

Source Envelope:

Document Pages: 8

Signatures: 5

Envelope Originator:

Certificate Pages: 15

Initials: 1

Felicia Teasley

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

felecia.teasley@nashville.gov

IP Address: 170.190.198.190

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Status: Original

Holder: Felicia Teasley

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felecia.teasley@nashville.gov

Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Abraham Wescott

abraham.wescott@nashville.gov

Security Level: Email, Account Authentication
(None)

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Signed: 3/16/2023 3:09:42 PM

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Electronic Record and Signature Disclosure:

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Greg McClarin

greg.mcclarin@nashville.gov

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Kelly Flannery/mjw

maryjo.wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 3/17/2023 9:31:52 AM

ID: 2a65dc13-6201-4f36-aa36-95dc09fd08ad

Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication
(None)

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Signed: 3/16/2023 6:28:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.96.233

Signed using mobile

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2023 3:08:38 PM
Certified Delivered	Security Checked	3/16/2023 6:28:32 PM
Signing Complete	Security Checked	3/16/2023 6:28:53 PM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		