

**RESOLUTION 18-38**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE  
"AMENDMENT #4" FOR PROJECT DAKOTA**

**WHEREAS**, Project Dakota has an existing lease for space within Northfield;

**WHEREAS**, Project Dakota's existing lease expires March 31, 2018 ;

**WHEREAS**, Project Dakota began negotiations with the previous owner of Northfield to move to a larger space within Northfield prior to the City of Spring Hill's purchase of the building;

**WHEREAS**, Project Dakota requests the City of Spring Hill execute the lease agreement that will require the signature of the Mayor and City Attorney.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the lease agreement between the Project Dakota and the City of Spring Hill, hereto attached.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 26<sup>th</sup> day of March, 2018.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

# **Amendment #4**

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of February \_\_, 2018 between THE CITY OF SPRING HILL ("Lessor"), and [REDACTED], a Delaware limited liability company ("Lessee").

### BACKGROUND:

- A. Lessor (as successor-in-interest to South Central Tennessee Workforce Alliance) and Lessee are parties to that certain Lease Agreement dated as of April 1, 2012 (the "Original Lease"), as previously amended by a certain First Amendment to Lease Agreement dated March 13, 2014, a Second Amendment to Lease Agreement dated March 24, 2016 and a Third Amendment to Lease Agreement dated July 1, 2016 (as amended, the "Lease"), pursuant to which Lessee leases certain premises currently consisting of approximately 1,300.25 square feet of space situated in the "Badge Room" and "Room 1265" in the building (the "Building") located at the Northfield building, 5000 Northfield Lane, Spring Hill, Maury County, Tennessee 37174 (the "Existing Premises").
- B. Lessor and Lessee desire to further amend the Lease pursuant to this Amendment.
- C. Initially capitalized terms used herein without definition shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

- 1. Relocation of Premises within the Building. Effective as of April 1, 2018, the Existing Premises shall be relocated to approximately 1,449.55 square feet of space in the Building, as more particularly depicted on Exhibit A, attached hereto and made a part hereof (the "Relocation Premises"). The Relocation Premises shall be designated as Suite 412. The parties acknowledge and agree that Lessee shall not be required to repaint the walls or to strip/buff the floors of the Existing Premises and/or the Relocation Premises upon its surrender of possession thereof; provided, however, that Lessee would be responsible for repairing any additional damage that is incurred to the walls or floors during the lease period in the Relocation Premises (to the extent such damage is caused by Lessee, its employees, contractors or agents).
- 2. Extension of Term. The term of the Lease (which is currently scheduled to expire on March 31, 2018) is hereby extended for an additional two (2) years, commencing on April 1, 2018 and expiring on March 31, 2020 (the "Extension Term"). Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) shall continue to apply during the Extension Term.

3. Rent: Notwithstanding anything to the contrary set forth in the Lease, Lessee's rent shall be as follows, due and payable in the manner otherwise provided in Section 3 of the Lease:

<b>Time Period</b>	<b>Rent Rate</b>	<b>Monthly Rent</b>
4/1/2018 – 3/31/2020	\$20.00/sf	\$2,415.92

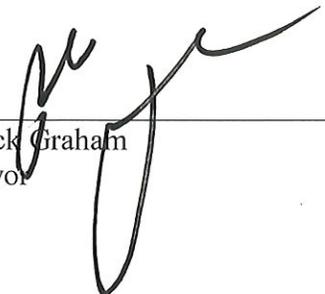
4. Renewal Right: Lessee shall have the option to extend the term of the Lease (as hereby amended) for two consecutive periods of two (2) years each (each, an "Option Period"). The rent payable during each Option Period shall be equal to the then-current fair market rate for leased space of similar size and quality in the commercial real estate market in which the Premises is located. If Lessee desires to exercise its option to extend, Lessee must give Lessor written notice thereof at least ninety (90) days prior to the last day of the term then in effect.
5. Ratification. Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) (including, without limitation, Tenant's early termination right set forth in Section 5 of the Second Amendment to Lease Agreement) shall continue to apply during the Extension Term.
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. In accordance with *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, Section 98.510*, Lessee certifies by submission hereof, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
7. Entire Agreement. The Lease, as hereby amended, contains all of the agreements of the parties of this Amendment and supersedes any previous negotiations. To the extent of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control. The Lease (as hereby amended) may not be modified except by written instrument duly executed by the parties hereto.
8. Brokers. Each of the Lessor and Lessee represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Amendment.
9. Counterparts. This Amendment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Amendment for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all parties are not signatory to the original of the same counterpart or facsimile transmission.

[Signatures contained on following page.]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

LESSOR:

City of Spring Hill

By:   
Name: Rick Graham  
Title: Mayor

LESSEE:



By: \_\_\_\_\_  
Name: Jeffrey P. Baer  
Title: Director of Real Estate

