

RESOLUTION 21-36

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT WITH IBEX GLOBAL SOLUTIONS, INC.

WHEREAS, The Board of Mayor and Aldermen review all requests for leasing within Northfield; and

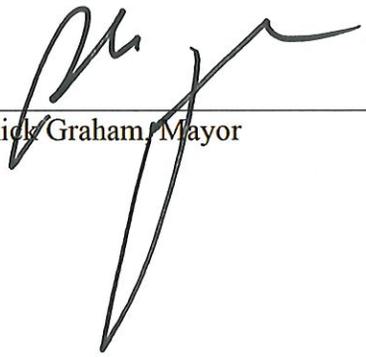
WHEREAS, Ibex Global Solutions, Inc. (f/k/a TRG Customer Solutions, Inc.) currently has a lease in place within the Northfield building; and

WHEREAS, Ibex Global Solutions, Inc. wishes to renew and extend their terms for space within the Northfield building; and

WHEREAS, Ibex Global Solutions, Inc. requests the City of Spring Hill execute the lease agreement that will require the signature of the Mayor and City Attorney.

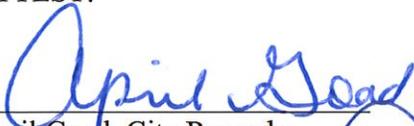
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the lease agreement between Ibex Global Solutions, Inc. and the City of Spring Hill, hereto attached.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of March, 2021.



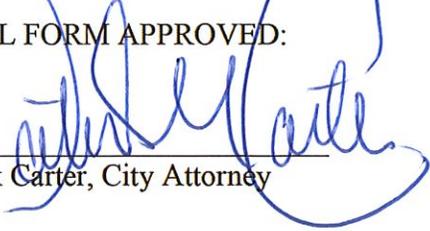
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of February 9, 2021 between THE CITY OF SPRING HILL ("Lessor"), and IBEX GLOBAL SOLUTIONS INC. (f/k/a TRG Customer Solutions, Inc.), ("Lessee").

BACKGROUND:

- A. Lessor (as successor-in-interest to South Central Tennessee Workforce Alliance) and Lessee are parties to that certain Lease Agreement dated September 9, 2011 ("Lease Agreement"), as previously amended by a certain First Amendment to Lease Agreement dated August 16, 2012, a Second Amendment to Lease Agreement dated May 23, 2013, a Third Amendment to Lease Agreement dated March 6, 2014, a Fourth Amendment to Lease Agreement dated January 1, 2017, a Fifth Amendment to Lease Agreement dated March 1, 2019, and a Sixth Amendment to Lease Agreement dated March 1, 2020 (as amended, the "Lease"), pursuant to which Lessee leases certain premises currently consisting of 47,101 square feet of space situated inside of Door 600 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. Leased Premises. The Lease property shall equal 47,101 square feet of heated and cooled office space consisting of all of the first and second floors known as Door 600 only, 5000 Northfield Lane, Floor plan is attached hereto as Exhibit A.
2. Term. The term of the Lease Agreement shall be extended through June 30, 2021.
3. Options. Subject to the approval of the Lessor, Lessee may renew the Lease for up to one (1) additional one (1) year period. Exercise of renewal shall be by written notice not less than 60 days before the expiration of the then current term.
4. Rent. Notwithstanding anything to the contrary set forth in the Lease, Lessee's rent shall be \$11.00 per square feet or \$43,175.91 per month.

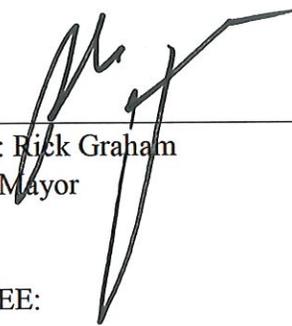
5. Taxes. Tenant shall be responsible for all taxes assessed against the Premises including but not limited to personal property, privilege, excise and other taxes assessed against the Tenant's business.
6. Utilities. All utilities and common area maintenance are included in rent. This specifically includes electricity, gas, water, sewer and trash. Internet service is not included in the Lease. Lessee shall not receive any pass through of additional operating expenses during the term of the Lease.
7. Parking. Lessee shall be provided non-exclusive parking at a ratio of 8 parking spots for every one thousand (1,000) square feet leased, for a total of 376 spaces.
8. Maintenance/Repairs. Without limiting any other obligations in the Lease, Lessor shall be responsible for the maintenance and repairs of the following items:
 - a. HVAC; and
 - b. Lighting Fixtures, including repair or replacements of ballasts and light bulbs.
9. Insurance. Tenant shall maintain hazard insurance covering all personal property and fixtures installed or located on the Premises. Tenant shall obtain and keep in force public liability and property damage insurance in a minimum amount of One Million (\$1,000,000) Dollars.
10. All other provisions of the original lease executed by and between the parties on September 9, 2011 and as otherwise amended shall remain in effect.
11. Effective Date. Amendment 7 Effective Date shall be: [03/01/2021]

[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

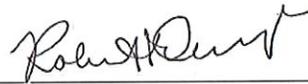
By:  _____

Name: Rick Graham

Title: Mayor

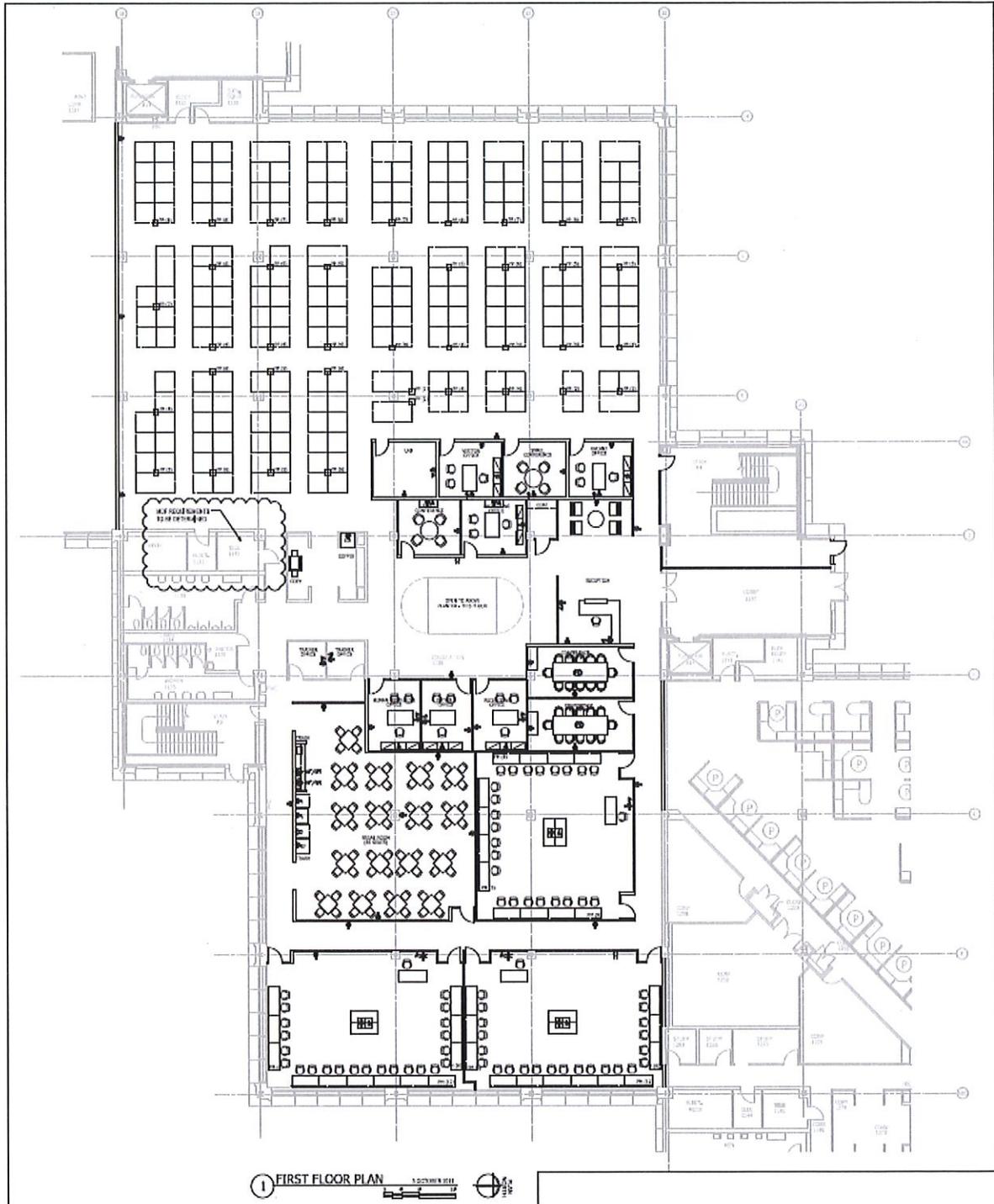
LESSEE:

IBEX GLOBAL SOLUTIONS INC.
(f/k/a TRG Customer Solutions, Inc.)

By:  _____

Its: CEO _____

EXHIBIT A
First Floor Plan



Second Floor Plan

