

RESOLUTION NO. 30825

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A SIXTH AMENDMENT TO LEASE AGREEMENT WITH EAST NOOGA, LLC, IN SUBSTANTIALLY THE FORM ATTACHED, FOR SENIOR ACTIVITY MEETING SPACE IN A PORTION OF EASTGATE TOWN CENTER LOCATED AT 5600 BRAINERD ROAD FOR AN ADDITIONAL TERM OF ONE (1) YEAR, FOR THE AMOUNT OF SEVEN THOUSAND TWO HUNDRED FIFTY-NINE AND 74/100 DOLLARS (\$7,259.74) PER MONTH, FOR A TOTAL AMOUNT OF EIGHTY-SEVEN THOUSAND ONE HUNDRED SIXTEEN AND 88/100 DOLLARS (\$87,116.88) PER YEAR.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor or his designee to enter into a Sixth Amendment to Lease Agreement with East Nooga, LLC, in substantially the form attached, for senior activity meeting space in a portion of Eastgate Town Center located at 5600 Brainerd Road for an additional term of one (1) year, for the amount of \$7,259.74 per month, for a total amount of \$87,116.88 per year.

ADOPTED: July 6, 2021

/mem

**SIXTH AMENDMENT TO LEASE AGREEMENT**

This SIXTH AMENDMENT TO LEASE AGREEMENT (“Sixth Amendment”) is made as of the date of full execution below (“Effective Date”), by and between East Nooga, LLC, a Delaware limited liability company (“Landlord”), and the City of Chattanooga, a Tennessee municipal corporation (“Tenant”), (collectively, the “Parties”), for Suite C-12 containing an agreed-upon 11,405 rentable square feet (“Premises”), located in the Eastgate Town Center, 5600 Brainerd Road, Chattanooga, TN 37411 (“Center”).

**RECITALS**

WHEREAS, Landlord and Tenant entered into a Lease Agreement – Eastgate Town Center dated April 2, 2012 (the “Lease”) as amended by First Amendment to Lease dated August 5, 2014, the Second Amendment to Lease dated July 8, 2015, the Third Amendment to Lease dated July 31, 2018, the Fourth Amendment to Lease dated July 1, 2019, and the Fifth Amendment to Lease dated August 11, 2020.

WHEREAS, the Lease Agreement – Eastgate Town Center expired on July 31, 2014, The First Amendment to Lease expired on July 31, 2015, the Second Amendment to Lease expired on July 31, 2018, the Third Amendment to Lease expired on July 31, 2019, the Lease Term Extension Period set forth in the Fourth Amendment expired on July 31, 2020, and the Lease Term Extension Period set forth in the Fifth Amendment expires on July 31, 2021.

WHEREAS, Tenant now desires to extend the Lease on the following terms and conditions.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term. The Term of the Lease shall be extended for twelve months beginning August 1, 2021 and ending on July 31, 2022 (“Sixth Extension Period”).
2. Operating Expenses. During the Sixth Extension Period, the Tenant shall be responsible for paying the following monthly operating expenses on the first day of each month:

<u>Sixth Extension Period</u>	<u>Monthly</u>	<u>PSF</u>
8/1/21 through 7/31/22	\$7,259.74	.64

3. Miscellaneous.
  - (a) Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Lease.

(b) Agreement. The Lease and this Sixth Amendment set forth all the covenants, promises, agreements, conditions and understandings between the parties hereto concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral, written or both, between the parties hereto, and their representatives, are merged herein and extinguished, the Lease and this Sixth Amendment superseding and canceling the same.

(c) Priority. In the event of any conflict between the terms of the Lease and this Sixth Amendment, the terms of this Sixth Amendment shall prevail. Except as specifically provided herein, all of the terms, provisions, covenants and conditions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.

(d) Headings. The captions and headings throughout this Sixth Amendment are for convenience and reference only, and in the same shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision, or the scope or intent hereof, nor in any way affect this Sixth Amendment.

(e) Authority. The individuals executing this Sixth Amendment hereby represent and warrant that they are empowered and duly authorized to so execute this Sixth Amendment on behalf of the parties they represent.

(f) Benefit. This Sixth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(g) Counterparts. This Sixth Amendment may be executed on one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document. The parties hereby agree that facsimile and electronic (PDF) signatures are acceptable to effectuate the terms of this Sixth Amendment.

(h) Time. Time is of the essence of each and every provision of this Sixth Amendment and the Lease and the performance thereof.

(i) Recitals. The Recitals are incorporated into this Sixth Amendment by this reference as if restated in full.

(j) Law. This Sixth Amendment and the Lease shall be interpreted and enforced under the laws of the State of Tennessee.

(k) Acknowledgement. By the execution hereof, Tenant acknowledges the full and faithful performance by Landlord of the obligations to be performed by it under the Lease to the date hereof.

(l) All other terms, conditions, and obligations of the Lease, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Sixth Amendment as of the date of full execution below.

TENANT

LANDLORD

**CITY OF CHATTANOOGA**

**EAST NOOGA, LLC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Jermaine E. Freeman

Print Name: Michael Murabito

Title: Senior Advisor for  
Economic Opportunity

Title: General Manager/Authorized Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_