#### RESOLUTION NO. 31409

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A FIRST AMENDMENT TO OFFICE LEASE WITH LEGAL AID OF EAST TENNESSEE, INC., IN SUBSTANTIALLY THE FORM ATTACHED, TO REVISE THE LEASED PREMISES AT THE FAMILY JUSTICE CENTER, IDENTIFIED AS TAX MAP NO. 157M-A-012, FROM FOUR HUNDRED FIFTY-FOUR (454) SQ. FT. OF OFFICE SPACE TO FIVE HUNDRED FIFTY (550) SQ. FT. OF OFFICE SPACE.

\_\_\_\_\_

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 First Amendment to Office Lease with Legal Aid of East Tennessee, Inc., in substantially the form attached, to revise the Leased Premises at the Family Justice Center, identified as Tax Map No. 157M-A-012, from 454 sq. ft. of office space to 550 sq. ft. of office space.

ADOPTED: December 20, 2022

/mem

### FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE (the "First Amendment") is made and entered as of the \_\_ day of \_\_\_\_\_, 202\_ by and between THE CITY OF CHATTANOOGA, TENNESSEE ("Landlord") and LEGAL AID OF EAST TENNESSEE, INC. ("Tenant").

### **WITNESSETH:**

**WHEREAS,** Landlord and Tenant are parties to that certain Office Lease with an Effective Date of July 1, 2022 (the "Lease"); and

WHEREAS, Landlord and Tenant desire to amend the Lease;

**NOW THEREFORE,** for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Lease. The Lease is amended as follows:

Section 1, definition of "**Premises**" is hereby deleted in its entirety and replaced with the following:

- "Premises" means the approximately 550 rentable square feet comprising the entire Tenant space in the Building, as shown on the premises floor plan attached as **Exhibit A** and incorporated herein by reference.
- 2. <u>Miscellaneous</u>. Except as specifically set forth in this First Amendment the Lease remains unchanged and in full force and effect. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Lease. This First Amendment may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this First Amendment shall not be effective until signed by both Landlord and Tenant. Facsimile or other electronic signatures shall be deemed originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be duly executed in their respective corporate names, all as of the date first above written.

### CITY OF CHATTANOOGA

By:
Jermaine E. Freeman
Senior Advisor for Economic Opportunity
LEGAL AID OF EAST TENNESSEE, INC.
By:
Title:

# Legal Aid of East Tennessee, Inc. 550 Square Feet

(Depicted in the darkest shaded area)



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## **Common Space**

4,684 Square Feet

(Depicted in the darkest shaded area)

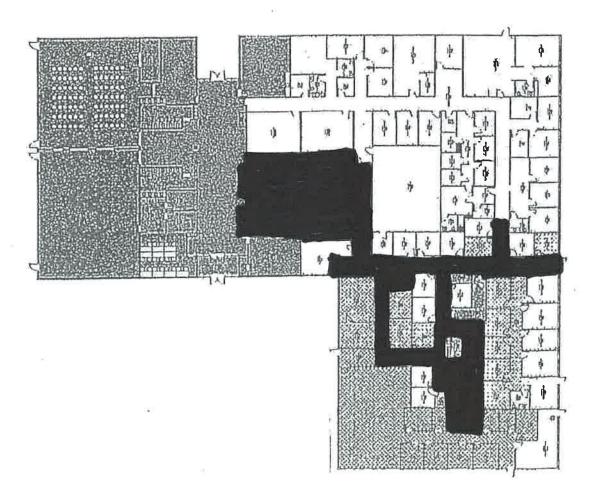


EXHIBIT "A" Page 2 of 2