

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 3 TO THE LEASE
BETWEEN THE CITY OF KINGSPORT AND THE UNITED WAY
OF GREATER KINGSPORT AND AUTHORIZING THE MAYOR
TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THIS RESOLUTION

WHEREAS, on December 19, 2023, the board approved a lease with the United Way of Greater Kingsport (UWGK) for space in the V. O. Dobbins Sr. Complex (Res. No. 2024-134) that will expire in December 2026; and

WHEREAS, on February 28, 2024, Amendment 1 was executed due to an error in the original lease; and ; and

WHEREAS, Amendment No. 2 reduces the total square footage leased by UWGK by eliminating shared space and adjusting the overall leased area from 3,931.5 square feet to 3,737.7 square feet; and

WHEREAS, the amendment also revises the rental calculation effective March 1, 2026, to align with the reduced square footage, resulting in a proportional decrease in rent paid by UWGK.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Amendment 2 to the lease with the United Way of Greater Kingsport, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 2 to the lease with the United Way of Greater Kingsport and all documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee and the United Way of Greater Kingsport is made with an effective date of March 1, 2026 by the City of Kingsport, Tennessee and the United Way of Greater Kingsport.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That Section 1. of the Lease is amended by deleting the section in its entirety and replacing it with the following:

SECTION 1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately 3,737 square feet, (hereinafter called "Leased Premises"), known as Suite 201, located in the office building known as V. O. Dobbins Nonprofit Wing (hereinafter called "Office Building"), which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or

renewals thereof and as otherwise set forth herein.

2. That Section 2. of the Lease is amended by deleting the section in its entirety and replacing it with the following:

SECTION 2. Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises for the term of March 1, 2026 through December 31, 2026, at the rate of Five and 70/100 Dollars (\$5.70) per square foot per annum, payable in advance in equal monthly installments of One Thousand Three Hundred and Five and 30/100 Dollars (\$1,305.30) each on the first day of each month during the term hereof. All rentals payable by Tenant to Landlord under this Lease shall be paid to the Landlord at the office of the Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment. Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law as provided in respect of rentals

Except as amended hereby, all other terms and conditions of the Lease and subsequent amendments thereto, shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have on the following page executed this Amendment Number 2 with the effective date of March 1, 2026.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of January, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY