

### AMENDMENT NUMBER 3 TO LEASE

This Amendment Number 3 to the Lease between City of Kingsport, Tennessee and Upper East Tennessee Human Development Agency is made with an effective date of August 1, 2025 by the City of Kingsport, Tennessee and Upper East Tennessee Human Development Agency.

#### 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 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 therefore and without any setoff or deduction whatsoever, except as may be specifically provided herein, operating cost reimbursement as follows:

**A.** for the space in the Nonprofit Wing Premises and the office/general space:

Office/General Space		Storage Space	
Lease Year	Cost Per Square Foot	Lease Year	Cost Per Square Foot
2025 – 2026	\$5.10	2025 – 2026	\$1.25
2026 – 2027	\$5.30	2025 – 2026	\$1.45
2027 – 2028	\$5.50	2027 – 2028	\$1.65
2028 – 2029	\$5.70	2028 – 2029	\$1.85
2029 – 2030	\$5.90	2029 – 2030	\$2.05

**B.** for space in the Dobbins Complex Premises:

Lease Year	Cost Per Square Foot
2025 – 2026	\$3.50
2026 – 2027	\$3.70
2027 – 2028	\$3.90
2028 – 2029	\$4.10
2029 – 2030	\$4.30

**C.** For the Playground Premises one dollar per annum throughout the term of the Lease or any extensions thereof.

- D.** All reimbursement shall be payable in advance in equal monthly installments based upon the rates set forth hereinabove due on the first day of each month during the term hereof. Payment amounts are calculated on square foot costs for water, electrical/gas, and FF&E/maintenance. All reimbursements payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of 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 reimbursement payment. Tenant shall promptly pay all reimbursements 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 reimbursements due from and payable by Tenant with the first installment of reimbursement thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of reimbursements.

2. That section 4. of the Lease is amended to include the following "The Lease shall be extended for a period of five (5) years from the effective date of this Amendment Number 3 to the Lease, with such rights of termination as are expressly set forth in the Lease, as amended from time to time.

3. That section 8. of the Lease is hereby deleted in its entirety, it being the intent of the parties to capture any increased utility costs incurred by Landlord through the progressive cost reimbursement structure set forth in this Amendment Number 3 to the Lease.

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 3 with the effective date of August 1, 2025.

**LANDLORD:**

**CITY OF KINGSPORT, TENNESSEE**

**ATTEST:**

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

By: \_\_\_\_\_  
Paul W. Montgomery, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, PATRICK W. SHULL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**TENANT:**

**UPPER EAST TENNESSEE HUMAN  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Timothy Jaynes, Executive Director

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, Timothy Jaynes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Director of Upper East Tennessee Human Development Agency, and that he as such Executive Director executed the foregoing instrument for the purposes therein contained, by signing his name as Executive Director.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_