

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of this 6th day of December, 2022, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metro" or "Tenant") and MEHARRY MEDICAL COLLEGE, a Tennessee nonprofit corporation ("Meharry" or "Landlord").

WITNESSETH:

WHEREAS, Meharry and Metro previously entered into that certain Lease Agreement, dated December 1, 1994 (the "Original Lease"), of record in the Register's Office of Davidson County, Tennessee in Book 9548, page 631, pursuant to which Metro leases from Meharry certain real property and improvements more particularly described therein (the "Leased Premises") for use by Metro in the operation of the Metropolitan Nashville General Hospital; and

WHEREAS, Meharry and Metro entered into that certain Amendment Number 1 to the Lease Agreement, dated February 17, 2004, wherein Meharry and Metro modified and amended certain terms of the Original Lease (the "First Amendment"); and

WHEREAS, Meharry and Metro entered into that certain Amendment Number 2 to the Lease Agreement, dated April 6, 2007, wherein Meharry and Metro further modified and amended certain terms of the Original Lease (the "Second Amendment"); and

WHEREAS, Meharry and Metro now desire to amend the Lease Term, the Rental Payments, and such other terms and conditions as further set forth below (the "Third Amendment"), pursuant to Section 14.14 of the Original Lease, as consideration to fully, finally, and completely resolve, settle, and dispose of any and all potential or actual disputes described in the Settlement Agreement and Mutual Release (the "Settlement Agreement") to which this Third Amendment is attached as Exhibit A; and

WHEREAS, the Original Lease, the First Amendment, the Second Amendment, and this Third Amendment shall be collectively referred to herein as the "Lease."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto acknowledge, agree, and represent that the Original Lease is hereby amended as follows:

1. **Extension of Lease Term.** The Lease Term set forth in Section 1.02 shall hereby be extended through December 31, 2027.

2. **Rental Payments.** The Rental Payments due under the Lease pursuant to Section 1.03 shall be amended effective as of July 1, 2022 by adding the following to Section 1.03 as a new subsection (c):

(c) In addition to the Rental Payments due pursuant to subsection (a) hereof, Tenant shall pay Landlord, in exchange for the use and occupancy of the Leased Premises and for the rights and privileges granted Tenant under the Lease, Rental Payments in the following amounts:

Lease Term	Date Rental Payment Due	Amount of Rental Payment Due
July 1, 2022 – June 30, 2023	July 10, 2023	\$6,300,000.00
July 1, 2023 – June 30, 2024	July 10, 2024	\$6,457,500.00

July 1, 2024 – June 30, 2025	July 10, 2025	\$6,618,938.00
July 1, 2025 – June 30, 2026	July 10, 2026	\$6,784,411.00
July 1, 2026 – June 30, 2027	July 10, 2027	\$6,954,021.00
July 1, 2027 – December 31, 2027	July 10, 2028	\$3,563,936.00

Tenant shall be obligated to make payments pursuant to this subsection (c) only so long as Landlord maintains its principal place of business, its main campus, and its primary administrative offices in Nashville.

3. **Acknowledgement of Rental Payments: Exclusive Application.** Nothing in Section 1.03(c) shall have any effect on the amount or timing of payment of the Rental Payments described in Section 1.03(a). The parties acknowledge and agree that the Rental Payments paid by Tenant to Landlord under Section 1.03(a) are to be used by Landlord to make principal and interest payments on the Bonds and related financing instruments. The parties further acknowledge and agree that this Amendment is not intended to alter or affect the payment of or security for the Bonds in any respect, and that this Amendment shall have exclusive application to the Lease and shall have no effect on either of the parties' obligations under any other agreement entered into prior to the date hereof between such parties.

4. **Amendment of Article 6.** Article 6 of the Lease is hereby amended to add the following as a new Section 6.09 thereto:

6.09 **Provisions Regarding Insurance Following Payment of the Bonds.** Notwithstanding anything in this Article 6 to the contrary, following the full payment of the Bonds and all obligations related thereto (or provision for payment thereof having been made in accordance with the provisions of the Indenture), (i) the proceeds of any insurance carried pursuant to the provisions of Section 6.02(b) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid, and (ii) the Landlord shall no longer be required to obtain a review of its insurance requirements as otherwise required pursuant to Section 6.05.

5. **Capitalized Terms.** All capitalized terms in this Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Lease. Except as modified herein, the Lease remains unchanged. In the event of a conflict between the Original Lease, as heretofore amended, and this Amendment, this Amendment shall control and govern.

6. **Ratification; Counterparts.** Except as expressly amended hereby, the Lease is and shall remain in full force and effect in accordance with its original terms and conditions. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. **Authority.** Each of the undersigned represents that he or she is authorized to execute this Amendment on behalf of the party for which he or she is signing.

8. **Effective Date.** This Third Amendment shall take effect upon the date upon which the last of the following events occurs:

- a. This Third Amendment has been executed by all parties;
- b. The Settlement Agreement has been executed by all parties; and


- c. The Third Amendment and the Settlement Agreement have been approved by the Metropolitan Government of Nashville and Davidson County as required by law.

[Signature page follows]


IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date and year first above written.

Meharry:

MEHARRY MEDICAL COLLEGE


James E.K. Hildreth, Ph.D., M.D., President
and CEO

APPROVED AS TO FORM AND
LEGALITY:


Ivanetta Davis-Samuels, Senior Vice
President, General Counsel, and Corporate
Secretary

Metro:

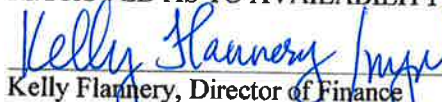
**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

John Cooper, Mayor

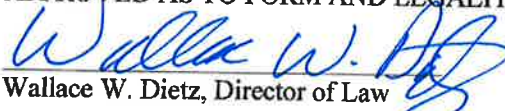
ATTEST:

Austin Kyle, Metropolitan Clerk

APPROVED AS TO AVAILABILITY OF FUNDS:


Kelly Flannery, Director of Finance

APPROVED AS TO FORM AND LEGALITY:


Wallace W. Dietz, Director of Law