

FIRST AMENDMENT
TO
LEASE AGREEMENT BETWEEN
The Metropolitan Nashville Airport Authority
AND
The Metropolitan Government of Nashville and Davidson County

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made this May day of 15, 2026, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee municipal corporation (“**Lessee**”), and The Metropolitan Nashville Airport Authority (“**Authority**”).

RECITALS:

A. Authority and Lessee entered into a Lease for certain premises commonly known as the Luton Center located at 5240 Harding Place, Nashville, Tennessee (the “**Premises**”) which Lease was approved by the Lessee by Ordinance BL2019-9 and effective upon execution on November 6, 2019.

B. The Lease provided Lessee with two successive options to extend the Lease for an additional period of one year for each such option.

C. The Lessee has exercised each such option; the most recent option being exercised by Lessee, confirmed by letter dated August 8, 2025, and extending the Lease from November 1, 2025 through October 31, 2026.

D. Authority and Lessee desire to amend the Lease to allow additional options to renew upon the conditions included herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and, in the Lease, and intending to be legally bound hereby, agree that the Lease is amended as follows:

1. Recitals. All of the above-referenced Recitals are incorporated into and made a substantive part hereof.

2. Article II is hereby amended by adding a new Section 2.2 as follows:

“2.2 At the end of the second successive option to extend the term, Lessee shall have three (3) additional successive renewal options to renew the term for an additional period of one (1) year for each such option (Option three (3), Option four (4), and Option five (5), respectively). A Fair Market Value (FMV) appraisal for ground rent including improvements has been conducted by the Authority and determined the FMV rate to be \$180,000 annually for the third renewal option. Lessee shall exercise any option by giving Authority not less than ninety (90) days written notice prior to the expiration of the previous

option. If exercised, the options to renew the lease pursuant to this Section 2.2 shall begin on November 1, 2026 for Option Three and on November 1 for each subsequent renewal.”

3. Article IV: Rentals, Fees and Charges, Section 4.4 is hereby deleted and replaced with the following:

“4.4 The rental for each renewal option, except Option Three which shall include rent based on a FMV rent appraisal, shall be increased by three (3) percent over the prior year’s rent.”

4. Contact Information. Contact information for the Authority in Section 21.4 of the Lease is replaced with the following:

To Authority: President & CEO
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, TN 37214

With a copy to:

Real Estate
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, TN 37214

5. Effectiveness. This Amendment shall not be binding upon the parties until it has been signed first by the Authority and then by the representatives of Lessee, approved by the Metropolitan Council by Resolution, and then filed with the Metro Clerk (the date of filing with the Metro Clerk shall be referred to herein as the “First Amendment Effective Date”).

6. Authority. Authority and Lessee each represent and warrant that it has the authority to enter into this Amendment and to abide by the terms hereof, and that the signatory hereto is the authorized representative of such party and empowered by such party to execute this Amendment.

7. Successors and Assigns. The terms of and provisions of this Amendment shall bind and inure to the benefit of Authority and Lessee and their respective successors and assigns.

8. Counterparts; Electronic Delivery. This Amendment may be executed in counterparts, and when a counterpart hereof has been executed and delivered by both Authority and Lessee, this Amendment shall be deemed binding upon the parties hereto. This Amendment, to the extent signed and delivered by means of a facsimile machine or by e-mail (provided such documents are in PDF (portable document format)), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(Signatures follow on next page)

IN WITNESS WHEREOF, The Metropolitan Government of Nashville and Davidson County and The Metropolitan Nashville Airport Authority have executed this Second Amendment to the Lease as of the day and year first above written.

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

BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF
FUNDS:

Jenneen Reed/M.J.R.

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____

LESSOR

**The Metropolitan Nashville Airport
Authority**

APPROVED:

DocuSigned by:

Nancy B. Sullivan

Nancy B. Sullivan, P.E.
Board Chair

Signed by:

Douglas E. Kreulen, A.A.E.

Douglas E. Kreulen, A.A.E.
President and CEO

ATTEST:

Signed by:

Andrew W. Byrd

Andrew W. Byrd
Board Secretary

RECOMMENDED:

DocuSigned by:

Eric Johnson

Eric L. Johnson, CCIM, C.M.
SVP & Chief Revenue Officer

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Carrie Logan

Carrie Logan, C.M.
Authority Counsel