

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Settlement Agreement") is entered into as of this 6th day of December, 2022, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metro") and MEHARRY MEDICAL COLLEGE, a Tennessee nonprofit corporation ("Meharry"). Metro and Meharry may each be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Meharry and Metro previously entered into that certain Lease Agreement, dated December 1, 1994 (the "Lease Agreement"), 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 for use by Metro in the operation of the Metropolitan Nashville General Hospital; and

WHEREAS, the Lease Agreement has been amended by Amendment Number 1, dated February 17, 2004, and by Amendment Number 2, dated April 6, 2007, wherein Meharry and Metro further modified and amended certain terms of the Lease Agreement; and

WHEREAS, Meharry and Metro have certain claims and disputes related to the lease term in Section 1.02 of the Lease Agreement (the "Lease Term Dispute"), past-due payments for parking under Article 2 of the Lease Agreement (the "Parking Dispute"), past-due payments for utilities under Article 4 of the Lease Agreement (the "Utilities Dispute"), and scope of services and payments under current and prior Physicians Services Agreements between Meharry and the Hospital Authority of the Metropolitan Government of Nashville and Davidson County, Tennessee d/b/a Nashville General Hospital at Meharry (the "Physicians Services Agreement Dispute"); and

WHEREAS, Meharry and Metro desire to enter into a Third Amendment to the Lease Agreement (the "Third Amendment," attached hereto as Exhibit A) as consideration to fully, finally, and completely resolve, settle, and dispose of any and all potential or actual disputes, damages, remedies, causes of action, or claims of whatever kind or nature between Meharry and Metro arising out of the Lease Term Dispute, the Parking Dispute, the Utilities Dispute, and the Physicians Services Agreement Dispute.

NOW THEREFORE, in consideration of the foregoing recitals and reliance upon the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged and agreed, the Parties agree as follows:

1. Releases of Claims.

a. Meharry's Release of Claims. In consideration of the Third Amendment on the terms set forth therein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Meharry hereby agrees to and completely and irrevocably discharges and releases Metro and any and all of its past and present officials, managers, attorneys, agents, officers, assigns, representatives, affiliates, employees, and all persons acting by, through, under, or in concert with any of them, from: (1) any and all claims, demands, relief, remedies, damages, causes of action, and/or liability whatsoever, whether currently existing or which may arise between the effective date hereof and December 31, 2027, involving any matter arising out of or in any way related to, directly or indirectly, the Lease Term Dispute; (2) any and all claims, demands, relief, remedies, damages, causes of action, and/or liability whatsoever, existing on or before June 30, 2022, involving any matter arising out of or in any way related to, directly or indirectly, the Physicians Services Agreement Dispute; and (3) any and all claims, demands, relief, remedies, damages, causes of action, and/or liability whatsoever, existing on or before December 31, 2021, involving

EXHIBIT

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any matter arising out of or in any way related to, directly or indirectly, the Parking Dispute and the Utilities Dispute (collectively "Meharry's Release"). Notwithstanding the foregoing, Meharry's Release shall not be a release, in any manner whatsoever, for any claims related to Metro's nonpayment of Rental Payments, as defined in the Lease Agreement.

b. Metro's Release of Claims. In consideration of the Third Amendment on the terms set forth therein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Metro hereby agrees to and completely and irrevocably discharges and releases Meharry and any and all of its past and present officials, owners, members, managers, attorneys, agents, officers, assigns, successors, representatives, affiliates, employees, and all persons acting by, through, under, or in concert with any of them, from: (1) any and all claims, demands, relief, remedies, damages, causes of action, and/or liability whatsoever, whether currently existing or which may arise between the effective date hereof and December 31, 2027, involving any matter arising out of or in any way related to, directly or indirectly, the Lease Term Dispute; (2) any and all claims, demands, relief, remedies, damages, causes of action, and/or liability whatsoever, existing on or before June 30, 2022, involving any matter arising out of or in any way related to, directly or indirectly, the Physicians Services Agreement Dispute; and (3) any and all claims, demands, relief, remedies, damages, causes of action, and/or liability whatsoever, existing on or before December 31, 2021, involving any matter arising out of or in any way related to, directly or indirectly, the Parking Dispute and the Utilities Dispute (collectively "Metro's Release").

c. No Release of Claims under this Settlement Agreement. The released claims stated in this Section 1 (the "Released Claims") shall not include any claim for breach of the terms of this Settlement Agreement by any Party.

2. Consideration. The Parties' execution of the Third Amendment is in consideration of the Released Claims and the promises and covenants made herein.

3. Cooperation by the Parties. The Parties agree to cooperate with each other in preparing and executing any additional amendments to the Lease or other documents related to the Parties' relationship of Landlord and Tenant pursuant to the Lease, and take any other actions necessary to effectuate the intent of this Settlement Agreement and such other agreements as the Parties may make.

4. Attorneys' Fees. Each Party shall pay its own attorneys' fees and any other costs, expenses, and fees of any nature whatsoever relating to, arising out of, or associated with this Settlement Agreement.

5. No Reliance. Each Party hereby acknowledges and represents that, in entering into this Settlement Agreement, the Party has neither received nor relied upon any statements, representations, or promises made by another Party, or another Party's officers, directors, employees, agents, attorneys, or representatives, other than those representations and promises that are expressly set forth in this Settlement Agreement.

6. Opportunity to Consult Counsel. The Parties each acknowledge that they have carefully read this Settlement Agreement; that they fully understand all of its terms and contents; that they have been given the opportunity to consult with an attorney of their choice prior to the execution of this Settlement Agreement; and that each Party voluntarily agrees to be bound by the terms of this Settlement Agreement. The Parties further acknowledge that this Settlement Agreement is the product of negotiations between them, and that this Settlement Agreement shall be deemed to have been jointly drafted by the Parties, with no adverse construction of this Settlement Agreement imputed to either Party.

7. Governing Law. This Settlement Agreement shall be governed by the laws of the State of Tennessee without regard to choice or conflicts of law principles. Any action arising out of or related to this Settlement Agreement shall be brought solely and exclusively in a court in Davidson County, Tennessee.

Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Settlement Agreement or the transactions contemplated thereby.

8. Tax Liability. To the extent that either Party incurs any tax liability as a result of the consideration provided herein, such liability is the sole responsibility of such Party, and such Party shall pay all taxes, interest or penalties due and payable in connection therewith.

9. Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of each Party, and its successors and assigns, all of whom are entitled to rely upon the provisions hereof.

10. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the Parties relating to the Released Claims and supersedes any prior agreements between the parties. The Parties agree that there exist no other agreements, oral or written, express or implied, relating to any matters covered by this Settlement Agreement whether or not within the knowledge or contemplation of the Parties at the time of execution of this Settlement Agreement. This Settlement Agreement may only be changed in writing signed by both Parties.

11. Executed in Counterparts. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. Effective Date. This Settlement Agreement shall take effect upon the date upon which the last of the following events occurs:

- a. This Settlement Agreement has been executed by all Parties;
- b. The Third Amendment has been executed by all Parties in the form attached as Exhibit A; and
- c. The Settlement Agreement and the Third Amendment have been approved by the Metropolitan Government of Nashville and Davidson County as required by law.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has duly executed this Settlement Agreement 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:

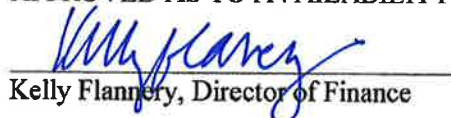
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

John Cooper, Mayor

ATTEST:

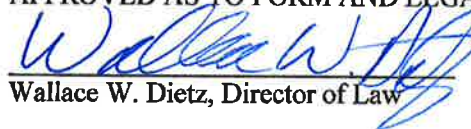
Austin Kyle, Metropolitan Clerk

APPROVED AS TO AVAILABILITY OF FUNDS:



Kelly Flannery, Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Wallace W. Dietz, Director of Law

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