



THIRD AMENDMENT TO LEASE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits to be derived therefrom, it is understood and agreed that the Lease Agreement dated October 27, 2023, and further amended in July and October 2024, for the Premises being a ±58,689 square foot portion of the building located at 1281 Murfreesboro Pike, 1st Floor, 2nd Floor, 4th Floor, and 5th Floor Nashville, TN, by and between, **Nashville Metropolitan LLC**, known as **LESSOR**, and **Metropolitan Government of Nashville and Davidson County**, known as **LESSEE**, is hereby amended as follows:

1. **Premises.** The leased premises shall be expanded by approximately 14,642 rentable square feet commencing upon Council approval, bringing the total leased premises to 73,331 square feet. Basic Rental for the additional 14,642 square feet shall follow the Basic Rental of the Original Lease that commences upon Council approval.
2. **Rent Commencement.** Basic Rental for leasing of the 3rd Floor shall commence the sooner of one hundred and eighty (180) days from receiving approval from Metro City Council or upon receipt of certificate of occupancy.
3. **Tenant Improvement Allowance.** Lessor shall provide Lessee a Tenant Improvement Allowance of \$15.00 per square foot of “Office Area”, which is further described in Exhibit A attached hereto, and totaling 13,124 square feet. The Tenant Improvement Allowance multiplied by the Office Area is equal to \$196,860.00.
4. **Office Hours and After Hours HVAC.** The building’s Office Hours shall run from 7:00am – 6:00pm CST Monday through Friday. Access shall be available 24 hours a day, 7 days a week, however, Metropolitan Government of Nashville & Davidson County will be charged for utilities used outside of Office Hours. Landlord shall provide heating, ventilation, and air conditioning (HVAC) to the Premises during normal business hours, defined as 7:00 AM to 6:00 PM, Monday through Friday, excluding Metro Nashville-observed holidays (including but not limited to New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). HVAC services during normal business hours shall maintain a temperature range of 68°F to 76°F, subject to applicable energy conservation regulations and the capabilities of the building’s HVAC system. Tenant may request after-hours HVAC services by submitting a written request to the Landlord or designated building manager at least twenty-four (24) hours in advance, or as otherwise agreed for emergency needs. After-

hours HVAC usage shall be provided at Tenant's expense, charged at the Landlord's then-prevailing rate, currently estimated at \$40.00 per hour per zone, plus a 10% administrative fee to cover Landlord's overhead costs. The rate shall be adjusted annually based on actual utility and operational costs, with notice provided to Tenant at least thirty (30) days prior to any change. Tenant shall have access to usage logs or metering data upon request to verify charges. In the event of HVAC system limitations due to the building's Class B infrastructure, Landlord shall make reasonable efforts to accommodate Tenant's after-hours requests, subject to system availability.

5. **Free Rent.** OPA shall be credited for one month's rent of the 5th Floor Basic Rental. This amounts to a credit of \$24,694.93.
6. **Security.** Landlord shall allow Lessee to station armed guards on the premises.
7. **Parking.** The rear row of parking adjacent to the building shall be reserved for Metropolitan Government of Nashville and Davidson County. This does not include the disabled spaces in that row, all disabled spaces are for the use of any and all disabled tenants and guest in the building.
8. **Contingencies.** Contingent upon the approval of the Lease by the Metropolitan Government of Nashville and Davidson County Council (Council), as evidenced by filing with the Metropolitan Clerk, and formal adoption of the budget for same by the Council.
9. **Kind of Business.** Lessee shall occupy the Premises throughout the full term of the lease and the principal business to be conducted is: General Administrative office and related uses. This shall include public meetings of **Metropolitan Government of Nashville and Davidson County** and its committees. This does not extend to hosting large parties, festivals, and other events open to the public. The tenant may request permission and submit plans to host any large parties, festivals, and other events open to the public with 120 days' notice prior to the event. Landlord must give the tenant's an answer to the request 90 days prior to the event date.
10. **Special Provisions.** All Tenants shall have access to the gym once a waiver is signed releasing the landlords from all liability.

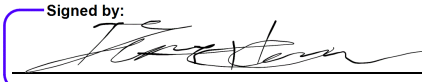
All other terms and conditions remain unchanged and in force.

Accepted and agreed to by the Parties on the _____ day of _____, 2025.

LESSOR: Nashville Metropolitan LLC

**LESSEE: Metropolitan Government of
Nashville and Davidson County**

RECOMMENDED BY:

By: 
F089826CEA2E4B5... (Signature)

Name: Brent Hessel
(Please Print)

Its: Owner
(Please Print)

By: Abraham Wescott
(Signature)

Name: Abraham Wescott
(Please Print)

Its: Director, Public Property Administration
(Please Print)

APPROVED AS TO THE AVAILABILITY OF FUNDS:

By: Jenneen Reed/ MJW
(Signature)

Name: Jenneen Reed
(Please Print)

Its: Director, Department of Finance
(Please Print)

PROVED AS TO FORM AND LEGALITY:

By: Macy Amos
(Signature)

Name: Macy Amos
(Please Print)

Its: Assistant Metropolitan Attorney,
Department of Law
(Please Print)

By: _____
(Signature)

Its: Metropolitan Mayor
(Please Print)

ATTEST:

By: _____
(Signature)

Its: Metropolitan Clerk
(Please Print)

Exhibit A

