



LEASE AGREEMENT

1. Parties THIS LEASE (the "Lease"), dated the ____ day of _____, 2023 by and between **Nashville Metropolitan LLC**, whose record address is 1283 Murfreesboro Pike Suite 100, Nashville, TN 37217, hereinafter called "Lessor" and **Metropolitan Government of Nashville and Davidson County**, whose record address is **700 2nd Ave S, PO Box 196300, Nashville, TN 37219** hereinafter called "Lessee", WITNESSETH:
2. Considerations In consideration of the rental stated below and their mutual covenants, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises described herein.
3. Premises The leased premises, hereinafter called the "Premises", are identified and described as follows: being an approximately 43,820 rentable square feet of an approximately 78,500 square foot building located at 1281 Murfreesboro Pike, 1st Floor, 2nd Floor, and 4th Floor Nashville, TN 37204. Premises shall be identified as 1281 Murfreesboro Pike, 1st Floor, 2nd Floor, and 4th Floor, together with non-exclusive use of the contiguous paved areas for vehicular traffic and parking used so as not to interfere with the ingress and egress of other tenants. Premises is displayed in Exhibit "A" below.
4. Term The term of this Lease is **Ten (10) years** commencing upon Delivery Date. **Date of Commencement defined in Exhibit "B"**.

Renewal Terms: Subject to the terms of the Lease, Tenant shall have two (2) successive option(s) to extend the term of this Lease each for an additional period of Five (5) years. The Annual Rent at the beginning of each year of such option period shall increase 3.0%, or current market rent as reasonably agreed upon by Lessor and Lessee in an executed lease amendment at the time of the renewal, whichever is higher.
5. Basic Rental Lessee agrees to pay to Lessor an annual rental payable in advance monthly installments in accordance with the following schedule:

Year 1: \$19.35 per rentable square foot; \$847,917.00 per year
Year 2: \$19.93 per rentable square foot; \$873,332.60 per year
Year 3: \$20.53 per rentable square foot; \$899,555.15 per year
Year 4: \$21.15 per rentable square foot; \$926,541.80 per year
Year 5: \$21.79 per rentable square foot; \$954,338.05 per year
Year 6: \$22.44 per rentable square foot; \$982,968.20 per year
Year 7: \$23.11 per rentable square foot; \$1,012,457.24 per year
Year 8: \$23.80 per rentable square foot; \$1,042,830.96 per year
Year 9: \$24.51 per rentable square foot; \$1,074,115.89 per year
Year 10: \$25.24 per rentable square foot; \$1,106,339.36 per year

Rental Rate: 43,820 SF @ \$19.35/SF FS 3.00% annual rent escalations.

All rent payments to be made on the first day of each month, except that if the beginning and ending months are not whole, then only the prorata portion for that month shall be paid for said month.

Lessee to pay the first full month's rent thirty (30) days following Lessor's possession of the Premises.

Payments to be made to the Lessor via ACH transfer to Nashville Metropolitan LLC, 1283 Murfreesboro Pike Suite 100, Nashville, TN 37217, without demand or further notice which is hereby expressly waived.
6. Security Deposit Intentionally deleted.
7. Full Payment The total rent due upon each due date shall be paid in full to Lessor, and no set-off or

- Without Set-Off counter-claims may be deducted by Lessee from the rentals due. The burden of proof of full payment shall be upon Lessee. In the event rent is not received by Nashville Metropolitan LLC. by the 10th of the month, a 10% penalty fee will be charged.
8. 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.**
9. Assignment, Subletting, and Transfer of Lessor's Interest This Lease may not be assigned, pledged or encumbered by Lessee, and the Premises may not be sublet, partially or fully, without prior written consent of Lessor, which consent shall not be unreasonably withheld. The term "assignment" as used herein shall include any change or transfer in the ownership or control of Lessee. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the Lease. Fifty (50%) percent of any profit from a sublease shall be paid to Lessor when earned by Lessee.
- If Lessor's interest in the Premises terminates by reason of a bona fide assignment, sale, or other transaction, Lessor, upon transfer of Lessee's Security Deposit to the new owner, will be released from all further liability to Lessee under this Lease.
10. Lien for Payment of Rent Lessor shall have all of the rights provided for protection of landlord's interest under local, state, and federal law, specifically including a lien for payment of rent.
11. Alterations Lessee shall make no alterations, additions, replacements or improvements to the Premises without the express written permission of Lessor. Any alterations, additions, replacements and improvements made to or upon the Premises during the term of the Lease shall immediately become the property of Lessor and be considered a part of the Premises. Lessee agrees that should it make any alterations, additions, replacements or improvements to the Premises, it will not be acting as agent or servant of Lessor, and that it will promptly pay the cost or expense for same. Notwithstanding the foregoing, Lessor, at Lessor's option, may require Lessee at the end of the term to remove improvements and alterations made by Lessee and to restore the Premises to their original condition at Lessee's expense.
- However, trade fixtures, machinery and equipment installed by Lessee solely for use in its business shall remain the property of Lessee and may be removed at the expiration of the Lease.
12. Delivery at End of Lease Upon termination of the Lease, by expiration of term, or otherwise, Lessee shall redeliver to Lessor the Premises in good order, repair and condition, cleared of all goods, signs and debris, and professionally cleaned and repaired to specifically include, but not necessarily be limited to, floors; overhead doors, personnel doors, and door hardware; dock bumpers and levelers; locks; electrical lights, bulbs, and ballasts; and dust, cobwebs and filth; and shall make good all damages to the Premises, ordinary wear and tear excepted, and shall remain liable for Holdover Rent until the Premises shall be returned in such order to Lessor including cubicles owned by lessor.
13. Lawful Use Lessee covenants and agrees that it will observe and comply with all laws, orders, rules and regulations of any governmental authority relating to the Premises, and will not permit same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon.
14. Environmental Compliance/Use Lessee warrants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept or used in or about Premises by Lessee, its sublessees, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Lessee shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials. If the presence of any Hazardous Materials on, in or under the Premises caused or permitted by Lessee, its sublessees, agents, employees, contractors or invitees results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous

Materials on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water or ground water.

“Hazardous Materials” as such term is used in this Lease means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time.

15. Cleanliness
Lessee shall keep the Premises and adjacent grounds, including parking lots, and rail sidings alongside of and in the vicinity of the Premises in a good, clean, and sanitary condition and appearance, free from dirt, filth, waste, oiled rags or any flammable, dangerous or detrimental material, also from noxious or objectionable odors. If same are not maintained in this manner, Lessor may, upon giving ten (10) days written notice to Lessee during which time Lessee fails to correct the matter of which Lessor complains, take the corrective action, and the cost of same shall be borne by Lessee, which Lessee agrees to pay upon receipt of the bill for same from Lessor.
16. Holdover
Should Lessee, or any of its successors in interest, hold over at the Premises, or any part thereof, after the expiration of the term of the Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month-to-month only, at a net monthly rental equal to one and a half times (150%) the rental payable for the last full month of the term of this Lease (the “Holdover Rent”). The inclusion of the preceding sentence shall not be construed as Lessor’s permission for Lessee to hold over, nor shall it be construed as an option to extend this Lease. In the event Lessee shall become a Holdover tenant, all the provisions, terms and conditions of this Lease shall remain in effect during the full term of the Holdover period.
17. Utilities
All heat, water, storm water fees, electric current, gas, garbage, or special fees, metering charges, sprinkler inspections, fees and bonds, or utility charges of any nature used on the Premises shall be paid by Lessor.
18. Signs
Unless otherwise agreed in this Lease, Lessee shall not affix or attach any signs on the Premises without consent in writing from Lessor, except that Lessee may employ modest signs for business identification only.
19. Improvements to be Made, and Delivery of Premises
If Lessor is to make any improvements prior to Lessee’s occupancy, said improvements will be listed in Section 37. Special Provisions setting out the agreed improvements; in such event, Lessor shall proceed diligently to make such improvements and Lessee acknowledges that the Premises shall be acceptable when such improvements are substantially complete. If no Special Provisions are listed, Lessee shall be deemed to have accepted the Premises “As Is” in their existing condition.
20. Upkeep of Premises
Lessor shall, at its own cost and expense, maintain in good repair the roof, HVAC, foundations and exterior walls (not including doors, windows and floors); however Lessor shall not be obligated to make any repairs of those portions of the Premises that it is obligated to maintain unless it shall be notified in writing by Lessee, and Lessor shall then have a reasonable period of time to make such repairs, provided, however that Lessee and not Lessor shall be responsible for making any such repairs occasioned by the acts or negligence of Lessee, its employees, or invitees, except those damages caused by fire or other casualty covered by insurance on the building under policies naming lessor as the insured. Lessor shall not be liable for any damage or loss occasioned by Lessor’s failure to repair portions of the Premises which it had covenanted to maintain unless it shall have failed to repair the defect within a reasonable time following written demand of Lessee to make the repair.

Lessor shall at its own expense keep and maintain in good repair the entire Premises including interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, electric wiring, loading dock(s), dock door(s) and dock

equipment, and also including any vehicular or truck driveway or parking areas, landscaped or other areas exclusively used by Lessee, provided, however that Lessee and not Lessor shall be responsible for making any such repairs occasioned by the acts or negligence of Lessee, its employees, or invitees. Upon receiving notice of any defect that is the responsibility of Lessor to maintain, Lessor agrees to proceed diligently to make repairs.

21. Fire Clause

Lessor shall procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring the premises for its full replacement value, with adequate updates to the policy limits at least every two years during the term of the Lease.

In case the Premises shall be so damaged by fire or other cause as to be rendered untenantable, Lessor shall use its best efforts to determine the extent of repairs to be done and the time required to perform them within thirty (30) days from date of said casualty. If the damage is such that repairs can be completed within one hundred twenty (120) days from the date of said damage or casualty, Lessor agrees to make such repairs promptly and there shall be a deduction of the rental equivalent to the percent of space lost due to destruction and repair work. Lessor shall use its best efforts to commence repairs within forty-five (45) days from date of said casualty. If necessary repairs cannot be made within one hundred twenty (120) days from the date of the casualty, this lease may be terminated at the option of Lessee by giving written notice to the Lessor within sixty (60) days of Lessor's notification of the time required to perform repairs. In the event of partial loss, the rent shall be abated by a portion equal to the area rendered unfit for use against the total area. Should less than one (1) year remain before the expiration of the term of this lease and repairs cannot be completed within sixty (60) days from the date of casualty, then Lessor shall have the right to terminate this lease upon ninety (90) days written notice to Lessee.

If the cost of such repairs exceeds the actual proceeds of insurance due Lessor on account of such casualty, or if Lessor's mortgagee or any ground lessor shall require that any insurance proceeds be paid to it, Lessor may terminate this Lease unless Lessee, within fifteen (15) days after demand therefore, deposits with Lessor a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available to Lessor for such purpose.

22. Waiver of Subrogation

Lessor and Lessee agree, provided that such agreement does not invalidate or prejudice any policy of insurance, that, in the event the Premises or the fixtures, leasehold improvements, furniture, equipment, or merchandise therein, are damaged or destroyed by fire or other casualty which is covered by insurance of either the Lessor or the Lessee, the rights of either party, if any, against the other, or against the employees, agents, or licensees of any party with respect to such damage or destruction and with respect to any loss resulting therefrom, including the interruption of the business of any party, are hereby waived to the extent of the coverage of said insurance. Lessor and Lessee agree further that all policies of fire, extended coverage, business interruption, all risk or other insurance covering the Premises, or the contents, fixtures, equipment and improvements thereon, shall, if obtainable, contain a clause or endorsement providing in substance that the insurance shall not be prejudiced by virtue of this waiver. Any additional premiums on account thereof shall be paid by the party benefited.

Lessee acknowledges that Lessor will not carry insurance on improvements that constitute personal property, furniture, furnishings, trade fixtures, equipment installed in or made for or attached to the Premises by, for, or for the benefit of Lessee, and Lessee, not Lessor, will at its option, promptly repair any damage to its personal property.

23. Condemnation

If all or a substantial part of the Premises are taken by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the rent and additional rent will be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. In the event of termination of this Lease, Lessee shall have the right to remove all of its property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for tenant relocation by the condemning authority. Lessee may separately pursue a claim against the condemner for (i) the value of Lessee's personal property that Lessee is entitled to remove under the Lease, (ii)

moving costs, and (iii) loss of business.

24. Tax Increases Intentionally Deleted
25. Insurance Increase Intentionally Deleted
26. Default by the Lessee
 In the event Lessee fails to pay the rent as herein stipulated, or fails to comply with any of the terms and conditions of this Lease, then Lessor may continue the Lease and recover damages for such failure, or unless Lessee corrects or remedies any such failure or default within thirty (30) days or such other time limitation as may be specifically provided for elsewhere in this Lease, after Lessor has mailed written notice of same to Lessee, except that only ten (10) day's notice shall be required with respect to failure to pay rent, then Lessor may elect to declare this Lease forfeited and terminated and at an end in all respects, and may, thereupon enter and take possession of said Premises for said breach and re-rent the same to such Lessee as in the discretion of Lessor may be deemed suitable and proper. Should, through no fault of Lessee, the default be unable to be cured within said thirty (30) day period, Lessee shall have an additional reasonable time in which to cure said default. Should Lessor declare this Lease terminated and forfeited as aforesaid, then Lessee agrees to surrender peaceful possession of same.
- If the Lease is terminated pursuant to the preceding paragraph, Lessor shall have the right to recover damages as provided by law and collect an amount as authorized by law equal to: all expenses incurred by Lessor in recovering possession of the Premises; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new lessee; all past due rent which is unpaid, plus interest thereon (at the interest rate specified in Paragraph 31); and an amount by which the entire rent for the remainder of the term exceeds the loss of rent that Lessee proves could have been reasonably avoided.
27. Lessor's Right of Entry
 Lessor, and its agents or other representatives, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of examining the same or making repairs or alterations which may be necessary for the safety and preservation thereof. Lessee agrees at any time within one hundred eighty (180) calendar days before the expiration of this Lease to allow Lessor to enter upon the Premises and to affix upon any suitable part thereof a notice for reletting same, and that Lessee will not remove same and will permit all persons authorized by Lessor to view said Premises at reasonable times.
28. Damages and Accidents
 Lessee, the Metropolitan Government of Nashville and Davidson County, is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such has its liability limits defined by law. Lessee is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metro Government only and provides no indemnification for any other entity whatsoever.
- In addition,
- Notwithstanding any contrary provision of this Lease, Lessee will look solely (to the extent insurance coverage is not applicable or available) to the interest of Lessor (or its successor as Lessor hereunder) in the Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease or other act or failure to act by Lessor or its successor or of Lessor's managing agent (including any beneficial owners, partners, corporations and/or other affiliated or in any way related to Lessor or such successor or managing agent).
29. Non-waiver
 Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under the Lease, with respect to any other existing or subsequent default.
30. Bankruptcy or Insolvency of Lessee
 In the event of the filing of any petition for bankruptcy or receivership relating to the Lessee, unless dismissed in twenty-one (21) days, or in the event of any assignment of Lessee's assets for the benefit of creditors, then Lessor shall have the right on thirty (30) days' notice to terminate this Lease irrespective of whether rental payments shall then be in default.

31. Attorney's Fees and Interest Intentionally Deleted
32. Quiet Possession / Subordination In consideration of the covenants and agreements herewith contained, Lessor agrees to warrant and defend Lessee in the quiet and peaceful possession of the said Premises during the term of this Lease.
- Lessee hereby agrees to subordinate its rights and interests hereunder to any future financing or mortgage arranged by Lessor at the request of Lessor. Pursuant thereof, Lessee agrees to execute any and all documents necessary to effectuate the purposes of this provision within ten (10) days of Lessor's request.
- Lessee agrees, within ten (10) days after written request from Lessor, to execute and deliver to Lessor or designee of Lessor any estoppel information regarding this Lease as Lessor or its designee may reasonably request.
33. Entirety of Understanding in Written Lease It is agreed that the entire understanding between the parties is set out in the Lease and any riders which are hereto annexed, that this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and that no modification or alteration of the Lease shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the state where the Premises are situated shall apply.
34. Commission Charles Hawkins Co. and Southeastern Commercial Properties shall be paid real estate commissions as outlined in separate agreements between Charles Hawkins Co. and the Lessor and Southeastern Commercial Properties and the Lessor. Lessee is not liable for any such commissions.
35. Operating Expenses Beginning on the Rent Commencement Date, Lessee shall pay to Lessor, as Additional Rent, Lessee's Pro Rata Share of any increases in the Operating Expenses (as defined below) relating to the Property over a base year of 2024. Reasonably estimated amounts of such Operating Expenses shall be paid in monthly installments in advance on the first day of each month during the Term. From time to time during the term (but no more often than twice with respect to any calendar year), Lessor may notify Lessee in writing of any reasonable adjustments to the monthly installments to be paid by Lessee hereunder, which shall not exceed ten per cent (10%) of the then current monthly installments and thereafter Lessee shall make payments within thirty (30) days after Lessee's receipt of such adjustment notice. Within one hundred twenty (120) days after the expiration of each calendar year or as soon as thereafter reasonably practicable (but in no event later than six (6) months after the expiration of each calendar year), Lessor shall notify Lessee of the actual Operating Expenses for such calendar year and provide Lessee a statement thereof in reasonable detail. Within thirty (30) days after such notice, Lessee shall pay to Lessor or Lessor shall credit against the obligations of Lessee (or reimburse Lessee within thirty (30) days if Lessee has no further monetary obligations hereunder), as the case may be, the difference between the estimated payments made by Lessee during the prior calendar year and the actual amount of Lessee's Pro Rata Share of Operating Expenses as shown on such statement. Lessee's Pro Rata Share of Operating Expenses for the years in which the Term commences and ends shall be prorated based upon the number of days of the Term during such years. Lessee's obligation for Lessee's Pro Rata Share of Operating Expenses through the Expiration Date or any earlier termination of the Lease shall survive termination.
- "Operating Expenses" as used herein shall mean all out-of-pocket sums expended by Lessor with respect to the Property (subject to the limitations set forth below), whether or not now foreseen, (including reasonably foreseeable expenditures not occurring annually), in each case, determined in accordance with sound accounting principles consistently applied, including but not limited to, real estate taxes, special and/or area assessments and charges (or any substitutes hereafter collected by any governmental authority in lieu thereof or in addition thereto whether based on the value of the Property, cost of services, rent paid management fees not to exceed 3.5% or received or otherwise) and any costs and fees of seeking or

obtaining a reduction or refund thereof, assessments and/or charges under any covenants and/or easements, if any; license, permit and inspection fees, fees for loading zones, management fees payable to third parties and/or to Lessor or its affiliates provided the total of all such management fees shall be commercially reasonable ; administrative fees; auditors' fees; materials and supplies, including charges for telephone, telegraph, postage and supplies; repairs, maintenance and replacements respecting the Property, including costs of materials, supplies, tools and equipment used in connection therewith, replanting of landscaped areas and replacing building components; and all other reasonable expenses and costs necessary or appropriate to be incurred for the purpose of operating and maintaining the Property, whether or not similar to the foregoing, not to exceed a 10% annual increase beginning after base year of 2024.

Notwithstanding anything contained herein to the contrary, "Operating Expenses" shall not include costs for (i) capital expenditures, (ii) repair, replacements and general maintenance paid by proceeds of insurance, third parties or by Lessee directly, (iii) interest, amortization or other payments or loans to Lessor; (iv) intentionally deleted; (v) leasing commissions, attorney's fees, costs and disbursements and other expenses incurred in connection with negotiation or disputes with Lessees, other occupants or prospective Lessees; (vi) legal expenses for services, other than those reasonably incurred in connection with the maintenance and operation of the Property (e.g., negotiation of vendor contracts); (vii) renovating or otherwise improving space for specific occupants of the Property or vacant leasable space in the Property which are not made available to the Property lessees generally; (viii) excess profits, franchise and excise taxes; (ix) federal, state or local income taxes; (x) property management fees for the Property that exceed, with respect to any particular period of one year, 3% per annum of gross revenues received by Lessor at the Building; (xi) intentionally deleted; (xii) intentionally deleted; (xiii) costs associated with cure or correction of latent defects or the correction or abatement of environmental hazards or conditions; (xiv) Lessor's costs of electricity and other services sold separately to lessees for which Lessor is entitled to be reimbursed by such lessees as an additional charge over and above the base rent and operating expenses or other rental adjustments payable under the lease with such lessee, and domestic water sub-metered and separately billed to lessees; (xv) depreciation and amortization, (xvi) expenses in connection with services or other benefits of a type which Lessee is not entitled to receive under this Lease but which either are provided to another lessee or occupant, or are provided to some other third party, (xvii) penalties and fines and other incremental costs incurred by Lessor due to the violation by Lessor of any lease; (xviii) overhead and profit paid to subsidiaries or affiliates of Lessor for services on or to the Property, to the extent only that the costs of such services exceed competitive costs, or such services where they are not so rendered by a subsidiary or affiliate; (xix) intentionally deleted; (xx) interest on debt or amortization payments on any mortgage or mortgages and rent under any ground or underlying lease; (xxi) any compensation paid to, and benefits provided to, clerks, attendants or other persons in commercial concessions operated by Lessor; (xxii) any particular item or service for which Lessee otherwise reimburses Lessor or direct payment over and above Base Rent and Additional Rent; (xxiii) advertising and promotional expenditures, (xxiv) any expense for which Lessor is compensated through proceeds of insurance or agreements of indemnity or surety bonds or guaranties; (xxv) any costs, fines or penalties incurred due to a violation by Lessor of any law, governmental rule or authority; (xxvi) cost of legal, accounting and other professional services.

Notwithstanding any provision of this section, the total Operating Expenses Lessee is obligated to pay shall not exceed 10% in any calendar year during the term of the lease.

36. Miscellaneous

(a) Time is of the essence in this Lease; (b) the captions, headings and paragraph titles in the Lease are for convenience purposes only and do not in any way restrict, affect or interpret the provisions of this Lease; (c) this Lease will be binding upon and inure to the benefit of the respective heirs, representatives and permitted assigns of the parties hereto; (d) Lessor is not, nor shall not become, by the provisions of this Lease, a partner or joint venturer with Lessee in the conduct of Lessee's business or otherwise; (e) LESSEE HEREBY WAIVES A JURY TRIAL IN ANY ACTION OR PROCEEDING REGARDING A MONETARY DEFAULT BY LESSEE AND/OR LESSOR'S RIGHT TO POSSESSION OF THE PREMISES.

Lessor's delivery of this Lease to Lessee shall not be deemed to be a reservation of space or an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

37. Special Provisions

Tenant Improvements: Lessor at Lessor's sole cost and expense shall provide the following Tenant Improvements:

\$30 per office area square foot as shown on legend in exhibit "A".

Landlord shall provide ADA compliant bathrooms to all floors.

Deliver the Premises in broom clean condition and with all systems in good working order

Parking: Lessee shall be provided an area for secured parking mutually agreed upon by Lessor and Lessee.

Lessee shall have the exclusive right to 210 parking spaces.

38. Conflict of Interest.

Lessor declares that to its knowledge as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Lease and, furthermore, Lessor pledges that it will notify Lessee in writing should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, Lessor declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this Lease. Furthermore, Lessor pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

39. Personnel Policy.

Lessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying off of any individual due to the individual's race, creed, color, national origin, gender or disability.

40. Compliance With Laws.

Lessor and Lessee agree to comply with any applicable federal, state and local laws and regulations, including fire, building and other codes applicable to the Leased Premises and the Building.

41. Termination--Funding.

Should funding for this Lease be discontinued, Lessee shall have the right to terminate the Lease upon twelve (12) months written notice to Lessor and with Lessee paying back the unamortized Tenant Improvement Allowance of \$30.00 per office area square foot.

42. Severability.

Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

43. Notices.

Any notice or request which may or shall be given under the terms of this Lease shall be in writing and shall be delivered to the parties at the addresses provided herein. Such addresses may be changed from time to time by either party giving notice as provided above.

Notices to Lessee shall be sent to:
Attention – Director of Public Property
700 President Ronald Reagan Way
PO Box 196300
Nashville, TN 37219

Notices to Lessor shall be sent to:
P.O. Box 58868 Nashville, TN 37205

44. Force Majeure.


No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

45. Governing Law.

The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

SIGNATURES/ DATE OF EXECUTION

LESSOR: Nashville Metropolitan LLC

By: 
(Signature)

Name: Frank Hessel
(Please Print Name)

Title: Owner

Date: October 26, 2023

LESSEE: Metropolitan Government of Nashville and Davidson County

By: Abraham Wescott
(Signature)

Name: Abraham Wescott
(Please Print Name)

Title: Director, Public Property Administration

Date: 10/26/2023 | 7:23 PM CDT

APPROVED AS TO AVAILABILITY OF FUNDS

By: Kevin Crumbo/mjw
(Signature)

Name: Kevin Crumbo
(Please Print Name)

Title: Director, Department of Finance

Date: 10/27/2023 | 9:25 AM CDT

APPROVED AS TO FORM AND LEGALITY

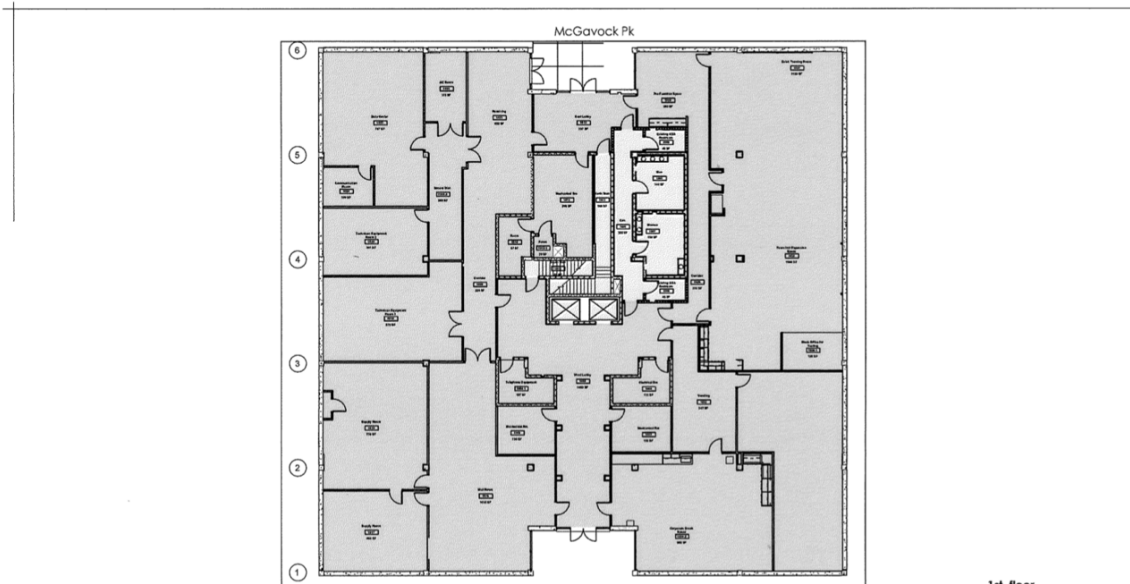
By: Nicki Eke
(Signature)

Name: Nicki Eke
(Please Print Name)

Title: Assistant Metropolitan Attorney

Date: 10/26/2023 | 7:38 PM CDT

Exhibit "A"



1st floor
AIRWAYS 1 NASHVILLE, TENNESSEE



GROSS FLOOR AREA: 14,530
GROSS MEASURED AREA: 15,022

TOWER

- OFFICE AREA: 0
- MAJOR VERTICAL PENETRATIONS: 12
- BUILDING COMMON AREA: 13,544
- FLOOR COMMON AREA: 664

** Office Area for floor 1 is 8,887 SF **



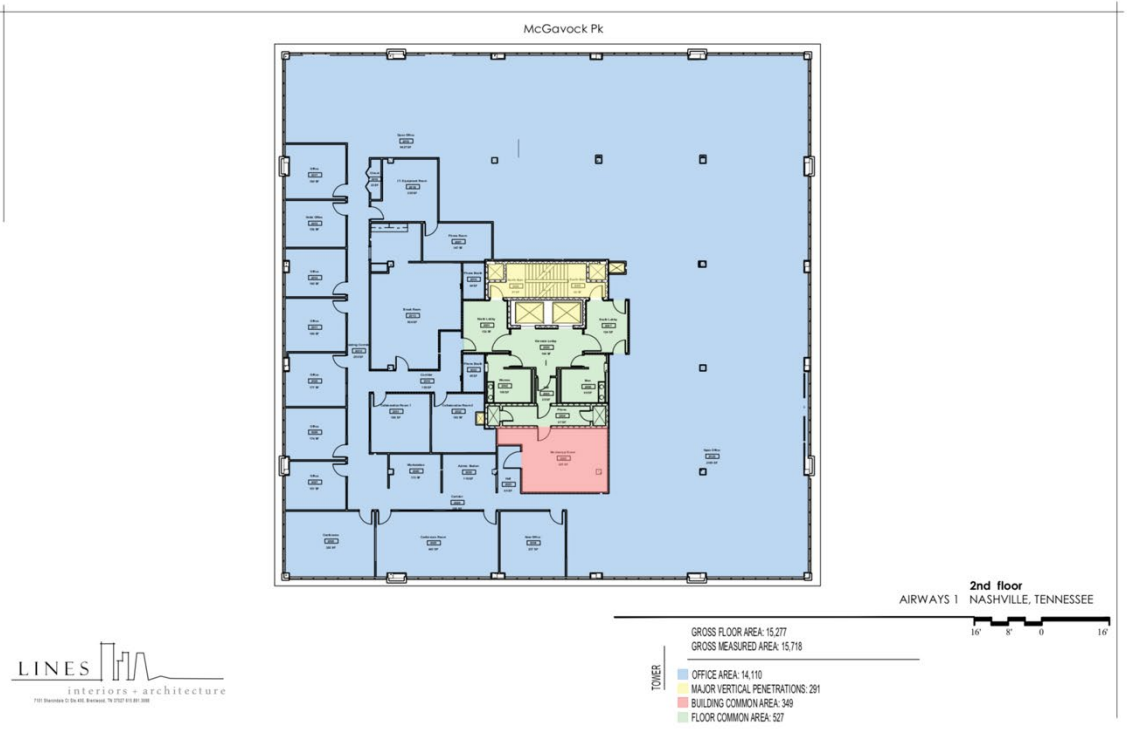
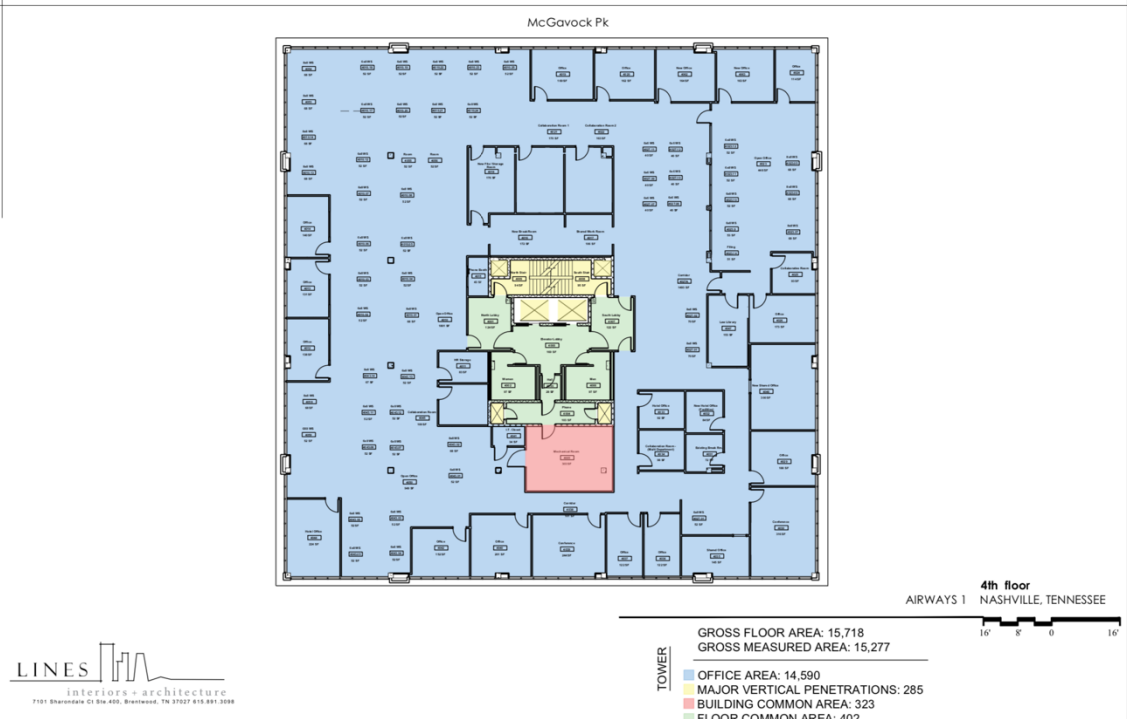


Exhibit "B"

EXHIBIT B

Certificate of Commencement Date

_____, 20__

[Ladies and Gentlemen:

Please refer to that certain Standard Commercial Lease (the "Lease") dated _____, 20__ by and between Nashville Metropolitan LLC ("Landlord") and the undersigned ("Tenant"), covering space (the "Leased Premises") at [1283 Murfreesboro Pk, Nashville, TN 37217]. Capitalized terms not defined herein shall have the meaning given to such terms in the Lease. The undersigned hereby certifies, acknowledges, and represents the following to you, all as of the date hereof:

1. The Commencement Date of the Lease occurred on _____ and the Termination Date of the Lease shall be _____.
2. Landlord is not in default in the performance of its obligations under the Lease, Tenant currently claims no offsets against the rentals owed under the Lease, and Landlord has performed all obligations to be performed by it under the Lease through the date hereof.
3. Tenant hereby agrees that the Tenant Improvements are complete. Tenant is in occupancy of the Leased Premises, and Tenant acknowledges that it has accepted the Leased Premises.
4. The Lease has not been amended except as may be provided in the Lease. The undersigned hereby agrees that this certificate may be relied upon by Landlord and its lenders, as well as their respective heirs, legal representatives, successors and assigns.]

[Signatures Follow]

Very truly yours,

LESSOR:

[_____, a
_____]

By: _____

Name: _____

Title: _____

ACCEPTED BY LANDLORD:

[_____
a _____]

By: [_____
its _____]