



LEASE AGREEMENT

1.	Parties	THIS LEASE (the "Lease"), dated the ____ day of _____, 2026, by and between Hessel Properties, GP , 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 74,374 square feet of an approximately 78,500 square foot building located at 1283 Murfreesboro Pike, 1 st Floor, 2 nd Floor, 3 rd Floor, 4 th floor, and 5 th floor Nashville, TN 37204. Premises shall be identified as 1283 Murfreesboro Pike, 1 st Floor, 2 nd Floor, 3 rd Floor, 4 th Floor, and 5 th Floor together with exclusive use of the contiguous paved areas for vehicular traffic and parking. Upon Lessee's occupancy of 1283 Murfreesboro Pike, Lessee shall have exclusive use of all parking areas located on Parcels 12000015500 and 12000014800, including all spaces currently subject to third-party leases. Lessor shall terminate or decline to renew any such third-party parking arrangements no later than Lessee's commencement of occupancy. Landlord may have the right to park up to 10 vehicles onsite for potential maintenance, repair, property management, landlord work, and other landlord duties with Lessee's prior approval, such approval which shall not be unreasonably withheld. Premises is displayed in Exhibit "A" below.
4.	Term, Commencement Date and Effective Date	<p>This Lease shall become effective upon approval by the Metropolitan Government of Nashville and Davidson County Council and filing with the Metropolitan Clerk, as evidenced by such filing (the "Effective Date"). The term of this Lease is ten (10) years and shall commence (the "Commencement Date") upon the sooner of Substantial Completion of the Tenant Improvements and delivery and acceptance of the Premises as provided in Section 19 and Section 20 or two hundred and ten (210) days from the lease becoming effective as defined above. Base Rent shall commence on the Commencement Date.</p> <p>Renewal Options. Subject to the terms and conditions of this Lease (including, without limitation, the provisions of this Section), Lessee shall have two (2) successive options (each, a "Renewal Option") to extend the Term of this Lease, each for an additional period of five (5) years (each, a "Renewal Term"), commencing immediately following the expiration of the then-current Term (including any previously exercised Renewal Term).</p> <p>The Annual Rent payable during each Renewal Term shall be determined as follows: At the commencement of the Renewal Term, the Annual Rent shall be the Current Market Rent (as defined and determined in accordance with the "Determination of Current Market Rent" Section below). Thereafter, during each year of the Renewal Term, the Annual Rent shall increase by three percent (3.0%) annually over the Annual Rent payable for the immediately preceding year.</p> <p>Exercise of Renewal Options. To validly exercise a Renewal Option, Lessee must deliver written notice to Lessor (the "Renewal Notice") no later than one hundred eight (180) days prior to the expiration date of the then-current Term (including any previously exercised Renewal Term). Time is of the essence with respect to Lessee's obligation to deliver the Renewal Notice in strict accordance with this deadline. The Renewal Notice must be delivered in the manner provided for notices in the "Notices" Section of this Lease.</p> <p>If Lessee fails to deliver a timely Renewal Notice as required herein, Lessee's right to exercise the applicable Renewal Option (and any subsequent Renewal Option) shall be null</p>

and void and of no further force or effect, and Lessee shall have no further rights to extend the Term under this Lease.

Each Renewal Option may be exercised only if all of the following conditions are satisfied as of both (i) the date Lessee delivers the Renewal Notice and (ii) the commencement date of the applicable Renewal Term: (a) Lessee is not in default under any provision of this Lease (beyond any applicable notice and cure periods); (b) No event has occurred that, with the passage of time or the giving of notice (or both), would constitute a default by Lessee under this Lease; and (c) This Lease is in full force and effect.

Upon Lessee's timely and proper exercise of a Renewal Option and satisfaction of the above conditions, the Term shall automatically be extended for the applicable Renewal Term upon all of the terms and conditions set forth in this Lease (except as expressly modified in this Section regarding Annual Rent), without the need for further documentation. However, at Lessor's request, Lessee shall promptly execute and deliver to Lessor an amendment to this Lease memorializing the extension of the Term and the new Annual Rent schedule.

Determination of Current Market Rent.

Market Rent shall be determined by appraisal in accordance with the following procedure:

(a) No more than ninety (90) days prior to the 180-day renewal notice, Lessee shall engage an independent appraiser to prepare an appraisal estimating the Market Rent of the space in accordance with Lessee's procurement practices at such time. Once Lessee has accepted the Market Rent appraisal, Lessee shall provide a copy to the Lessor. The Lessor may accept the appraisal as the basis of the renewal Market Rent, or may opt to engage an independent appraiser licensed by the State of Tennessee having the qualifications to prepare such an appraisal .

(i) If Lessor proceeds with a second appraisal and the two Market Rent estimates differ by less than ten percent (10%) of the lower estimate, the Current Market Rent shall be the average of the two estimates. (ii) If the two Market Rent estimates differ by ten percent (10%) or more of the lower Market Rent estimate, then Lessee shall engage a Review Appraiser in accordance with its procurement practices at such time.

(c) The Review appraiser shall be engaged to independently determine the Current Market Rent within thirty (30) days after appointment and shall deliver a written determination to both parties. Both parties shall have the option of accepting the estimate of Market Rent prepared by the Review Appraiser, or alternatively releasing each other from renewal obligations at such time the Lease shall naturally terminate in accordance with all clauses herein.

(d) For purposes of this Section, "Current Market Rent" means the annual net rent (exclusive of taxes, operating expenses, and other pass-throughs) that a willing lessee would pay and a willing lessor would accept in an arm's-length transaction for the Premises as of the commencement date of the applicable Renewal Term, for a lease of five (5) years on terms and conditions substantially similar to this Lease (including, without limitation, length of term, tenant improvement allowances, rent abatements, broker commissions, escalation provisions, and expense treatment), considering comparable properties of similar age, quality, and location in the Nashville metropolitan statistical area. The scope of work for the Market Rent shall direct the appraiser to exclude any items of capital improvements made by Lessee over the duration of its occupancy but shall include any improvements either paid for or directly made by Landlord.

(e) Each party shall pay the fees and expenses of the appraiser it appoints. The parties shall share equally the fees and expenses of the Review appraiser (if any). The determination shall be made without regard to any prior rent payable under this Lease.

Each party shall work in good faith to assure that the Market Rent appraisals are received in advance of the 180-day Renewal notice required herein.

5.	Basic Rental	<p>Lessee agrees to pay to Lessor an annual rental payable in advance monthly installments in accordance with the following schedule:</p> <p>Year 1: \$21.53 per square foot: \$1,601,272.22 per year Year 2: \$22.17 per square foot: \$1,648,871.58 per year Year 3: \$22.84 per square foot: \$1,698,702.16 per year Year 4: \$23.52 per square foot: \$1,749,276.48 per year Year 5: \$24.23 per square foot: \$1,802,082.02 per year Year 6: \$24.96 per square foot: \$1,856,375.04 per year Year 7: \$25.71 per square foot: \$1,912,155.54 per year Year 8: \$26.48 per square foot: \$1,969,423.52 per year Year 9: \$27.27 per square foot: \$2,028,178.98 per year Year 10: \$28.09 per square foot: \$2,089,165.66 per year</p> <p>The Annual Rent at the beginning of each renewal shall be at the then-current fair market rent at the time of the renewal as determined above</p> <p>All rent payments to be made on the first day of each month, except that any prorated rent for a partial month shall be due on the first day of such partial month or if that is not practicable, on the Commencement Date. If the beginning and ending months are not whole, then only the prorata portion for that month shall be paid for said month</p> <p>Lessee to pay the first full month's rent with in (5) days following Lessee's possession of the Premises.</p> <p>Payments to be made to the Lessor via ACH transfer to Hessel Properties GP, 1283 Murfreesboro Pike Suite 100, Nashville, TN 37217, without demand or further notice which is hereby expressly waived.</p>
6.	Security Deposit	Intentionally Deleted
7.	Full Payment Without Set-Off	<p>Rent shall be paid in full on or before the due date without any right of set-off or deduction by Lessee, except as expressly provided in this Lease or as mutually agreed in writing by the parties.</p> <p>If rent is not received by Hessel Properties GP on or before the 5th day of the month, a late fee equal to four and one-half percent (4.5%) of the Basic Rental shall be assessed. Notwithstanding the foregoing, Lessee shall be entitled to one (1) grace period per lease year during which rent may be paid after the 5th of the month without incurring the late fee. This one-time grace period per lease year is intended to provide reasonable flexibility for administrative processing while ensuring the Lessor receives full and timely payment of rent. The grace period does not relieve Lessee of its obligation to pay the full amount of rent when due, nor does it waive Lessor's right to enforce the late fee for any subsequent late payments in the same lease year.</p>
8.	Kind of Business	<p>Lessee shall occupy the Premises throughout the full term of the Lease and the principal business to be conducted is: Government Services, General Office, including but not limited to public meetings, and other related uses for the day-to-day operation of the Metro Nashville Government including, but not limited to, the Metro Nashville Police Department. Any meetings open to the public must have adequate security. Security shall be at sole cost of Lessee.</p>
9.	Assignment, Subletting, and Transfer of Lessor's Interest	<p>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</p>

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, will be released from all further liability to Lessee under this Lease except for those obligations and liabilities that expressly survive same.

Right of First Refusal

(a) Grant of Right.

If at any time during the Term of this Lease, including any renewal term properly exercised by Lessee, Lessor receives a bona fide written offer from a third party to purchase all or any portion of the Building, the Premises, or the parcels upon which the Premises and parking areas are located (collectively, the "Property"), which Lessor intends to accept, Lessor shall first offer the Property to Lessee in accordance with the terms of this Section. Lessor shall advise Lessee if such negotiations are occurring within five (5) days of such negotiations commencing, in order to allow Lessee to prepare to respond timely within the Exercise Period. Such advisory from Lessor to Lessee shall be written and does not need to disclose details of such negotiations. For purposes herein, the commencement of negotiations includes the exchange of written offers between Lessor and any other party considering the transfer of any interest within the Property.

(b) Notice of Offer.

Lessor shall deliver to Lessee written notice (the "Offer Notice") in accordance with Section 43 of this Lease, which shall include a copy of the third-party offer and all material terms and conditions thereof, including purchase price, payment terms, due diligence period, and proposed closing date.

(c) Exercise Period.

Lessee shall have thirty (30) days after receipt of the Offer Notice to notify Lessor in writing of Lessee's election to purchase the Property on the same material terms and conditions set forth in the Offer Notice. Failure to deliver written notice within such thirty (30) day period shall constitute a waiver of Lessee's rights with respect to that specific Offer Notice only.

(d) Closing.

If Lessee timely exercises its right under this Section, the parties shall proceed to closing in accordance with the material terms set forth in the Offer Notice; provided, however, that Lessee shall be entitled to a due diligence period of not less than forty-five (45) days and such additional time as reasonably required to obtain all necessary governmental approvals, including Metropolitan Council approval if applicable, but in no event shall such additional time exceed one hundred and twenty (120) days from the end of the Exercise Period.

(e) Sale to Third Party.

If Lessee does not timely exercise its right, Lessor may consummate the sale to the third party on terms no more favorable to the third party than those set forth in the Offer Notice, and such closing must occur within one hundred eighty (180) days after expiration of Lessee's exercise period. If the sale is not consummated within such period, or if the material terms are modified in a manner more favorable to the third party (including a reduction in purchase price of more than five percent (5%)), the Property shall again be subject to Lessee's Right of First Refusal as set forth herein.

(f) Exclusions.

This Right of First Refusal shall not apply to (i) transfers to entities controlling, controlled by, or under common control with Lessor; (ii) transfers resulting from foreclosure or deed in lieu thereof; or (iii) transfers of membership interests or equity interests in Lessor, provided that such transfer does not affect Lessee's quiet enjoyment rights under this Lease.

(g) Notwithstanding anything to the contrary in this Section, if Lessee exercises its Right of First Refusal, the closing of the purchase shall occur no later than **one hundred eighty (180)**

		<p>days after Lessee's exercise notice (the "Closing Deadline"), unless extended by mutual written agreement of the parties. Lessee shall use commercially reasonable efforts to obtain all necessary governmental approvals (including, if applicable, Metropolitan Council approval) within such period. If closing does not occur by the Closing Deadline due to Lessee's failure to obtain approvals or otherwise perform, Lessee's exercise shall be deemed null and void, and Lessor may proceed to sell the Property to the third-party offeror (or any other party) on terms no less favorable than those in the Offer Notice, without further obligation to Lessee under this Section for that offer.</p> <p>(h) Lessor shall have no obligation to accept Lessee's exercise of the Right of First Refusal if, at the time of exercise or thereafter: (i) Lessee is in default under this Lease (beyond any applicable notice and cure periods); (ii) or (ii) any material adverse change occurs in Lessee's financial condition or governmental funding status that, in Lessor's reasonable judgment, impairs Lessee's ability to close. In such event, Lessor may treat the exercise as waived and proceed with the third-party sale.</p> <p>(i) Survival and Termination. This Right of First Refusal shall automatically terminate and be of no further force or effect upon the earlier of: (i) the expiration or earlier termination of the Term (including any exercised Renewal Terms); (ii) the consummation of a sale of the Property to Lessee; or (iii) Lessee's waiver or deemed waiver of its rights with respect to three (3) separate bona fide third-party offers. Lessor may, at its sole discretion, waive or release this Right of First Refusal in writing at any time without Lessee's consent.</p>
10.	Lien for Payment of Rent	Landlord shall have no lien, security interest, or right of distraint, seizure, or sale with respect to Tenant's property, equipment, records, furnishings, supplies, or other personal property located in or on the Premises.
11.	Alterations	<p>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, except for Lessee's trade fixtures, furniture, equipment, machinery, security systems, communications/data equipment, and other personal property, which shall remain the property of Lessee. 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.</p> <p>For purposes herein, "Alterations, Additions, Replacements or Improvements" shall mean changes to the Premises that are permanently affixed and materially alter the Premises, and shall not include routine maintenance, repairs, replacement of like-kind components, or other minor, non-structural improvements that do not affect the structural components or Building systems (including roof, exterior walls, load-bearing elements, HVAC, plumbing, electrical, or fire/life safety systems).</p> <p>Notwithstanding the foregoing, in the event of an emergency affecting health, safety, security, or the protection of persons or property, Lessee may take such actions as are reasonably necessary to stabilize the Premises and prevent further damage, and shall notify Lessor as soon as reasonably practicable thereafter.</p>
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 (ordinary wear and tear excepted), cleared of all goods, signs and debris, and professionally cleaned and repaired to specifically include, but not necessarily be limited to, floors, personnel doors, and door hardware; 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 knowingly permit same to be used for illegal purposes nor knowingly permit any nuisance to be created or maintained thereon.
14.	Environmental Compliance/Use	<p>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.</p> <p>“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.</p> <p>Lessee shall be responsible for any remediation obligations imposed by applicable environmental laws arising from its (or its agents', employees', contractors', or invitees') storage, use, or disposal of Hazardous Materials in violation of applicable law or this Lease (subject to the limitations of the Governmental Tort Liability Act).</p>
15.	Cleanliness	Lessee shall keep 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, provided such bill shall reflect only Lessor’s actual, reasonable, and documented costs incurred, consistent with prevailing market rates, and without markup except as expressly approved by Lessee in writing.
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 monthly rental equal to one hundred and five (105%) of the rental payable for the last full month of the term of this Lease for the first two months and then one hundred and ten percent (110%) thereafter (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	<p>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.</p> <p>The building’s Office Hours shall run 24 hours a day, 7 days a week and access shall be available 24 hours a day, 7 days a week. Landlord shall provide heating, ventilation, and air</p>

		conditioning (HVAC) to the Premises and shall maintain a temperature range of 68°F to 76°F, subject to applicable energy conservation regulations.
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. Landlord will provide an additional allowance of \$10,000, not included as part of the tenant improvement allowance listed in Section 20, to go towards a monument sign and wayfinding that is easily accessible for public viewing. Tenant must submit their plans to landlord for review before installation.

19.	Condition and Delivery of Premises	<p>In addition to any obligations established elsewhere in this Lease, Lessor shall deliver the Premises to Lessee in clean, fully operational, code-compliant and market-ready condition, suitable for Lessee’s intended use. All building systems serving the Premises, including HVAC, electrical, plumbing, fire/life safety, elevators, and security/access control systems, shall be in good working order at the time of delivery.</p> <p>Compliance with applicable building, fire, life-safety, and accessibility codes shall be required; however, such compliance shall constitute a minimum standard and shall not relieve Lessor of its obligation to deliver the Premises in good, serviceable condition consistent with comparable office space for which market rent is being charged.</p> <p>Costs required to deliver the Premises in the condition described in this Section shall be borne by Lessor and shall not be charged against the Tenant Improvement Allowance.</p> <p>For avoidance of doubt, Lessor shall provide ADA compliant bathrooms per each floor, including existing showers per 2010 ADA Standards at the sole expense of the Lessor and not included as part of the tenant improvement allowance.</p> <p>Notwithstanding anything to the contrary in this Lease, Tenant Improvements shall be governed exclusively by Section 20 (Tenant Improvements). Lessor’s obligations under this Section to deliver the Premises in the condition required herein shall be independent of and in addition to the Tenant Improvements.</p> <p>Lessee’s acceptance of the Premises for occupancy shall occur upon (i) delivery of the Premises in accordance with this Section, as evidenced in writing by Lessee, and (ii) Substantial Completion of the Tenant Improvements, as evidenced by a temporary or final certificate of occupancy issued by the appropriate governing authority(ies).</p>
20	Tenant Improvements	<p>(a) Tenant Improvement Allowance and Scope Lessor shall provide Tenant Improvements in the form of a Tenant Improvement Allowance in the amount of \$1,200,000. Tenant Improvements shall consist of interior improvements to the Premises contemplated by this Lease..</p> <p>Tenant Improvements do not include work required to deliver the Premises in the condition required under Section 19 of this Lease, nor do they include routine parking areas, general parking maintenance, or base site conditions.</p> <p>Painting required to cover prior tenant branding or to repair damaged walls shall be at the sole expense of Lessor and shall not be charged against the Tenant Improvement Allowance. ADA-compliant bathrooms, including existing showers, where required by the 2010 ADA Standards, shall be provided by Lessor at its sole expense and shall not be charged against the Tenant Improvement Allowance.</p> <p>(b) Tenant Improvement Costs The scope and cost of Tenant Improvements shall be agreed upon by Lessor and Lessee prior to commencement of construction. Lessee shall not be responsible for Tenant Improvement costs that have not been approved by Lessee.</p>

		<p>If the cost of the Tenant Improvements exceeds the Tenant Improvement Allowance, such excess costs shall be paid by Lessee, subject to Lessee’s approval of such costs.</p> <p>Notwithstanding the foregoing, in no event shall any unused portion of the Tenant Improvement Allowance be applied as a credit against rent, used as rent abatement, offset against any other monetary obligations of Lessee under this Lease, or paid or refunded to Lessee in cash.</p> <p>(c) Tenant Improvement Pricing and Contract Selection Tenant Improvement costs shall be priced on a commercially reasonable basis. At Lessee’s request, Lessor shall provide reasonable information supporting such pricing, which may include contractor bids, detailed cost breakdowns, or other market support customarily provided for similar improvements.</p>
<p>21.</p>	<p>Upkeep of Premises</p>	<p>Lessor shall, at its own cost and expense, maintain in good repair the roof, HVAC, foundations, exterior walls, windows, interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, electric wiring, 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, except those damages caused by fire or other casualty covered by insurance on the building under policies naming lessor as the insured. Upon receiving notice of any defect that is the responsibility of Lessor to maintain, Lessor agrees to proceed diligently to make repairs. 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. 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.</p> <p>Other than those portions for which Lessor shall be responsible as set out above, Lessee shall at its own expense keep and maintain in good repair the gym and any and all gym equipment currently there or added by the Lessee. Lessor agrees that the Lessee is the sole owner of any gym equipment Lessee purchases to replace or repair existing equipment. Upon receiving notice of any defect that is the responsibility of Lessee to maintain, Lessee agrees to proceed diligently to make repairs.</p>
<p>22.</p>	<p>Fire Clause</p>	<p>In case the Premises shall be so damaged after receiving the building permit by fire or other cause as to be rendered untenable, 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 commencement of said repairs, Lessor agrees to make such repairs promptly and to allow Lessee an equitable abatement in rent for such time as the Premises remain untenable. 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 commencement of such repairs, this lease may be terminated at the option of Lessor as of the date the Premises were rendered untenable by giving written notice to the Lessee within ten (10) days of notice 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.</p>

		<p>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.</p>
23.	Waiver of Subrogation	<p>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.</p> <p>Lessee acknowledges that Lessor will not carry insurance on improvements, 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 promptly repair any damage thereto or replace same.</p>
24.	Condemnation	<p>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.</p>
25.	Tax Increases	Intentionally deleted.
26.	Insurance Increase	Intentionally deleted.
27.	Default by the Lessee	<p>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) days 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, and Lessor may re-enter with or without legal process.</p>
		<p>If the Lease is terminated pursuant to the preceding paragraph, Lessor shall have the right to collect an amount equal to: all expenses incurred by Lessor in recovering possession of the Premises, including reasonable attorneys' fees and costs; 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); the brokerage commissions paid, 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. Should Lessor terminate the lease before its expiration, in addition to other costs to be reimbursed, Lessee would be responsible to pay</p>

		the Lessor the unamortized amount of the Lessor's TI costs actually incurred and paid by Lessor, up to the Tenant Improvement Allowance, for Tenant Improvements approved in writing by Lessee, calculated on a straight-line basis over the initial Term.
28.	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 with an escort from the Lessee. Under no circumstances shall any person be permitted to enter restricted areas without an escort designated by Lessee. 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, with an escort, 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. Lessor agrees to require anyone needing access to premises to restricted areas to pass background check and be eligible to enter under any governing rules and requirements. Any re-entry by Lessor shall be subject to Lessee's rights under Sections 10 and 11 of this Lease, and shall not include any right to seize, retain, or dispose of Lessee's personal property.
29.	Damages and Accidents	<p>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.</p> <p>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).</p>
30.	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.
31.	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.
32.	Attorney's Fees and Interest	Intentionally deleted.
33.	Quiet Possession / Subordination	<p>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.</p> <p>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.</p> <p>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. Notwithstanding the foregoing, Lessee's agreement to subordinate shall be conditioned upon Lessee's receipt of a commercially reasonable non-disturbance agreement from the applicable lender.</p>

34.	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.
35.	Commission	Charles Hawkins Co. shall be paid real estate commissions as outlined in a separate agreement between Charles Hawkins Co. and the Lessor.
36.	Operating Expenses	<p>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 2026/2027. 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 three per cent (3%) 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.</p> <p>"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 to the following: 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, , ; 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 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 three (3) percent annual increase beginning after base year of 2026/2027.</p> <p>Lessor shall provide reasonable supporting documentation for Operating Expenses upon request by Lessee.</p>
37.	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

		<p>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.</p> <p>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.</p>
<p>38.</p>	<p>Special Provisions</p>	<ul style="list-style-type: none"> (a) Lessor shall allow Lessee to station armed guards on the premises. (b) Parking: Landlord acknowledges Lessee’s need for securing portions of the Parking within the Premises, such area to be mutually agreed upon by Lessor and Lessee. Any costs incurred to secure the parking shall be a tenant expense, for which the Lessee shall have the option of including as part of the Lessor’s Tenant Improvement Allowance (as set forth in Section 20), or paying separately. (c) Notwithstanding Sections 13 and 14, Lessee may lawfully store, handle, and secure controlled substances, contraband, hazardous or toxic materials, and other evidence or materials in furtherance of its governmental and law enforcement functions, provided such materials are secured and maintained in compliance with applicable law and internal procedures. (d) All Metropolitan Government of Nashville and Davidson County tenants shall have access to the gym once a waiver is signed releasing the landlord from all liability. (e) Lessor hereby agrees to relinquish and transfer to Lessee, at no additional cost, all right, title, and interest in and to all furniture, including without limitation all gym equipment, located within the Premises as of the Effective Date. Upon such transfer, all maintenance, repair, and upkeep of the transferred items shall become the sole responsibility of the Lessee.
<p>39</p>	<p>Conflict of Interest</p>	<p>Lessor declares that to its knowledge as of the effective date of his 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 Government 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 person 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 to 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 this benefit, has given any sum of money or other thing of value or aid or assistance in obtaining any amendment or modification to this Lease.</p>

40	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.
41	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.
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	<p>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 parting giving notice as provided above.</p> <p>Notices to Lessee shall be sent to: Attention – Director of Public Property 700 President Ronald Reagan Way PO Box 196300 Nashville, TN 37219</p> <p>Notices to Lessor shall be sent to: Hessel Properties, GP PO Box 58868 Nashville, TN 37205</p>
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.
46	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. Work not to start until official written acceptance to start the lease is sent to the lessor.

SIGNATURES/ DATE OF EXECUTION

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

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

HESSEL PROPERTIES

Signed by:


F089829CEA2E4B5
Brent Hessel, Owner

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jeneen Reed/ MJW

Jeneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos

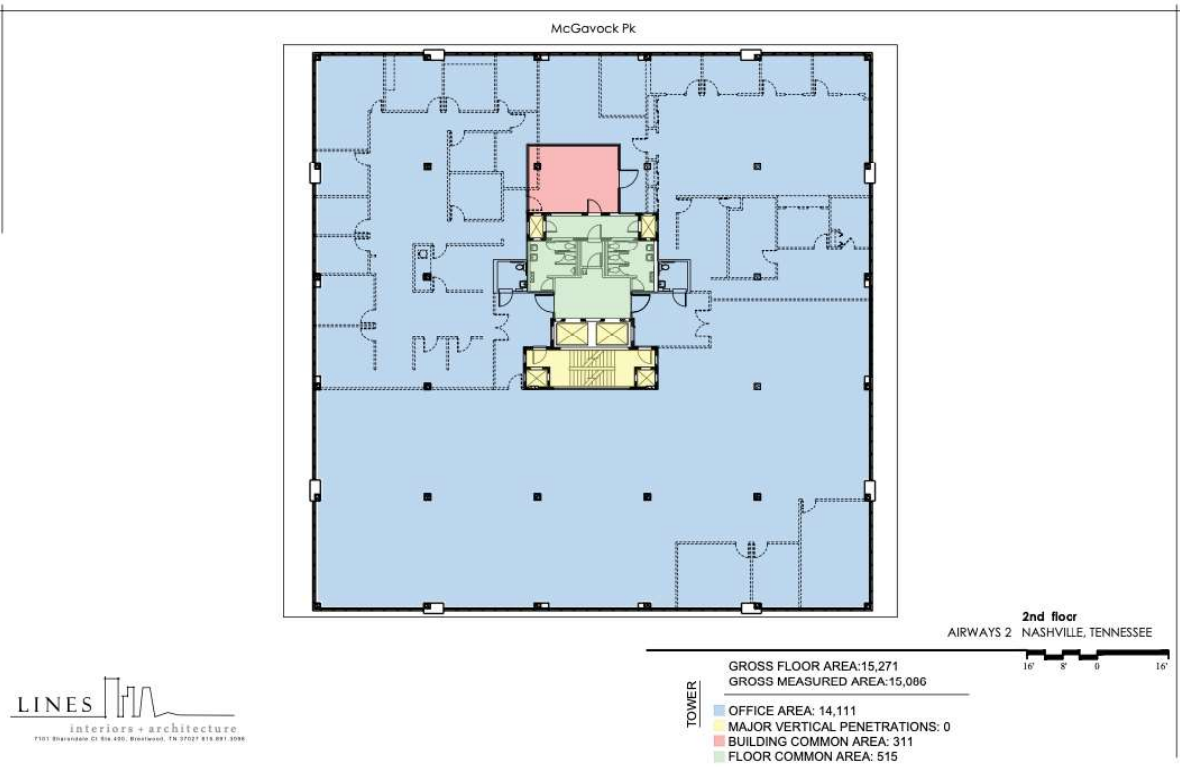
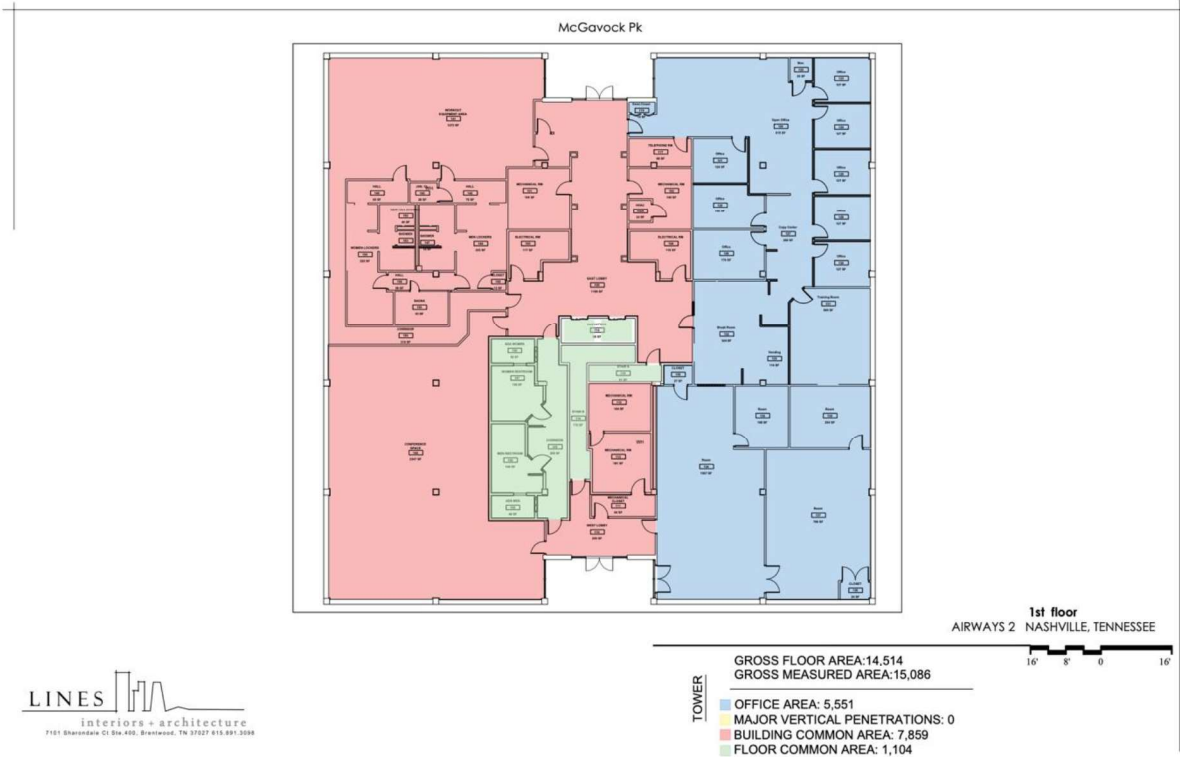
Assistant Metropolitan Attorney

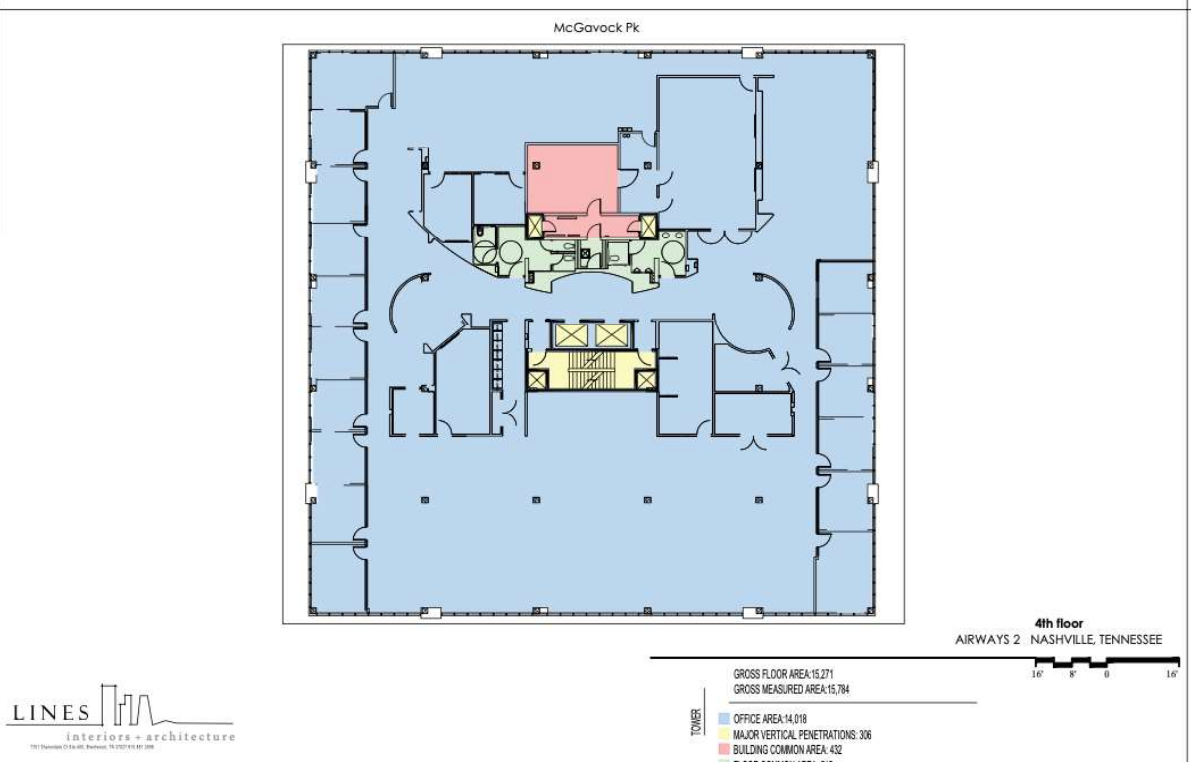
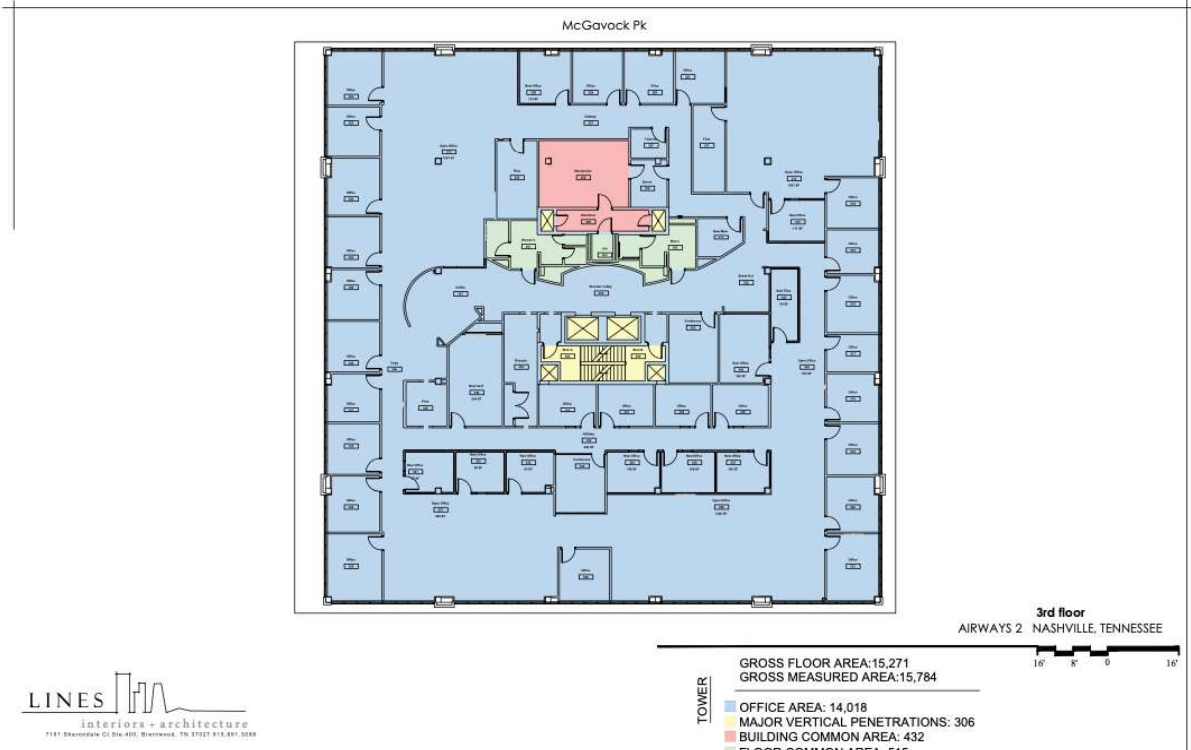
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

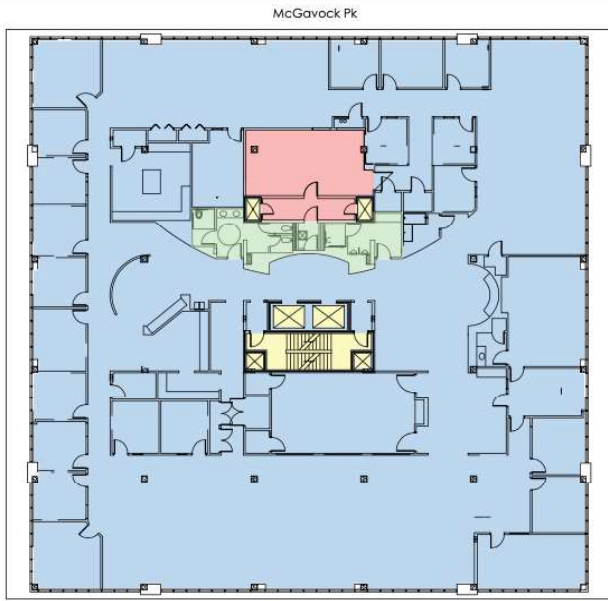
DATE: _____

Exhibit "A"

FLOOR PLANS







5th floor
AIRWAYS 2 NASHVILLE, TENNESSEE

GROSS FLOOR AREA: 15,271
GROSS MEASURED AREA: 15,784

- OFFICE AREA: 14,018
- MAJOR VERTICAL PENETRATIONS: 306
- BUILDING COMMON AREA: 432
- FLOOR COMMON AREA: 615



LINES
Building Owners and Managers Association International's
2017 Standard Method for Measuring Floor Area in Office Buildings

Description	Flr	Gross Building Area (out to out)	Gross Measured Area (1-2)	Major Vertical Penetrations	Floor Rentable Area (2-4)	Suite	Tenant Name	USABLE AREAS			BASIC RENTABLE AREAS			RENTABLE AREA			Total Rentable Area	Rentable Factor			
								Office Area	Store Area	Building Common Area	Office Area	Store Area	Building Common Area	Office Area	Store Area	Building Common Area					
AIRWAYS 2	1	15,086	14,514	-	14,514	#1		5,551	7,859	13,410	1,104	1.08	6,008	-	8,506	74,374	1.16	6,960	-	6,960	13%
						#2															
						#3															
						#4															
						#5															
	2	15,784	15,271	306	14,965	#1		14,111	311	14,422	543	1.04	14,642	-	323			16,962	-	16,962	12%
						#2															
						#3															
						#4															
						#5															
	3	15,784	15,271	306	14,965	#1		14,018	432	14,450	515	1.04	14,518	-	447			16,817	-	16,817	12%
						#2															
						#3															
						#4															
						#5															
	4	15,784	15,271	306	14,965	#1		14,018	432	14,450	515	1.04	14,518	-	447			16,817	-	16,817	12%
						#2															
						#3															
						#4															
						#5															
	5	15,784	15,271	306	14,965	#1		14,018	432	14,450	515	1.04	14,518	-	447			16,817	-	16,817	12%
						#2															
						#3															
						#4															
						#5															
TOTALS	TOTALS				74,374			61,716	-	9,466	71,182	3,192	64,203	-	10,171			74,374	-	74,374	12%