

FIRST AMENDMENT OF SUBLEASE
(Fifth + Broadway / Space No. A-011)

COME NOW, OLIVERMCMILLAN SPECTRUM EMERY, LLC, a Delaware limited liability company ("Sublandlord"), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, a public corporation ("Subtenant") and enter into this First Amendment of Sublease (the "Amendment") effective as of the ____ day of _____, 2022 (the "Amendment Effective Date").

WHEREAS, Sublandlord and Subtenant entered into that certain "Sublease" dated August 30, 2019 (the "Sublease") for leasing of certain real estate located within the Fifth + Broadway development in Nashville, Tennessee (the "Premises"); and

WHEREAS, Sublandlord and Subtenant desire to amend the Sublease as more particularly set forth herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is accepted, Sublandlord and Subtenant agree as follows:

1. Defined Terms. All capitalized terms utilized in this Amendment not otherwise defined shall have the same meaning as ascribed to such terms as set forth in the Sublease.

2. Abatement of Subtenant's Fixed Common Area Operating Costs. Notwithstanding anything to the contrary set forth in the Sublease, for the six (6) month period commencing _____, 2022, and expiring _____, 2022 (the "Abatement Period"), Subtenant shall have no obligation to pay Subtenant's Fixed Common Area Operating Costs as set forth in the Sublease and such amounts shall be abated and no such amounts shall be due and payable by Subtenant for such period. Upon the expiration of the Abatement Period, Subtenant's obligation to pay Subtenant's Fixed Common Area Operating Costs shall be fully reinstated without any obligation of prior notice thereof by Sublandlord to Subtenant. Subtenant's obligation to pay for any other amounts set forth in the Sublease shall not be abated during the Abatement Period.

3. Retroactive Abatement of Subtenant's Fixed Common Area Operating Costs and Chilled Water Costs. Notwithstanding anything to the contrary set forth in the Sublease, Sublandlord and Subtenant hereby acknowledge and agree that the amounts otherwise due and payable by Subtenant pursuant to the Sublease for Subtenant's Fixed Common Area Operating Costs and Total Chilled Water Costs for the period commencing January 30, 2021, and expiring March 4, 2021, shall be abated and no such amounts shall be due and payable by Subtenant for such period.

4. Marketing and Development. Notwithstanding anything to the contrary set forth in the Sublease, Sublandlord, Subtenant, and the Museum (as defined in the Sublease) hereby acknowledge and agree:

- a. The Museum shall provide to Sublandlord a strategic marketing plan for the Premises for calendar year 2022 (the "Strategic Plan"), which shall include, but not be limited to, (i) a list of key events with expected ROI for each event; (ii) an ongoing strategy to drive traffic to the Premises and increase the average spending per visitor to the Premises; and (iii) the Museum's annual fundraising objective and a plan for achievement of such objective.
- b. Sublandlord shall provide marketing support to the Museum to align with the Strategic Plan, which shall include, but not be limited to, (i) providing resources and support from

Sublandlord's marketing team and consultants; (ii) underwriting, in partnership with the Museum, certain events that are expected to deliver value to the Museum and the Development (as defined in the Sublease); and (iii) underwriting the costs for external public relations support that aligns with the Strategic Plan.

- c. Sublandlord and the Museum shall schedule monthly business review meetings to review achievement of financial and marketing objectives each month and the current status when compared to the Strategic Plan.

5. **Failure to Comply.** Notwithstanding anything to the contrary set forth in the Sublease or this Amendment, in the event Subtenant and/or the Museum fail to comply with the terms of this Amendment, Sublandlord shall have the right to rescind the abatements set forth in Sections 2 and 3 of this Amendment and the abated amounts shall be immediately due and payable to Sublandlord upon demand therefor if Subtenant and/or Museum fail to cure such breach within thirty (30) days of receipt of notice from Sublandlord.

6. **Release.** As a material inducement to Sublandlord's agreement to enter into this Amendment, Subtenant expressly acknowledges that, as of the Amendment Effective Date, Sublandlord is in full compliance with all terms and conditions of the Sublease, and further, Subtenant expressly releases Sublandlord and the Sublandlord Related Parties from any Claims Against Sublandlord (as such terms are defined in Section 8.1 of the Sublease), to the extent such Claims Against Sublandlord arose or accrued on or prior to the Amendment Effective Date; provided, however, the foregoing release shall be limited to an aggregate amount equal to the abatements granted by Sublandlord pursuant to Sections 2 and 3 of this Amendment (together, the "**Abated Amount**") and Subtenant shall have all rights set forth in the Sublease related to any Claims Against Sublandlord in excess of the Abated Amount. Notwithstanding the foregoing, Sublandlord and Subtenant hereby acknowledge and agree that the acknowledgement and release by Subtenant set forth in this Section 7 shall expressly exclude the outstanding open issues described on **Exhibit A** attached hereto and made a part hereof which Sublandlord and Subtenant are working on together in good faith to resolve (collectively, the "**Construction Issues**"). Sublandlord and Subtenant further agree to continue to work together in good faith to resolve the Construction Issues to a reasonable conclusion and resolution.

7. **No Further Modification.** Except as otherwise expressly modified herein, all terms and conditions of the Sublease remain in full force and effect, unmodified.

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which may be assembled so as to constitute one (1) original document. PDF and signatures submitted by electronic transmission shall constitute originals for purposes of this Amendment.

9. **Severability.** Should any provision of this Amendment be deemed invalid or unenforceable by law or a court of competent jurisdiction, the unenforceable provision shall be deemed stricken from this Amendment and the remaining terms and conditions of this Amendment and the Sublease shall remain in full force and effect.

10. **Binding Effect; Governing Law.** Except as modified hereby, the Sublease shall remain in full effect and this Amendment shall be binding upon Sublandlord and Subtenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Sublease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the state in which the Premises are located.

*[Remainder of page intentionally blank.
Signatures appear on next page]*

[Signature page of First Amendment of Sublease]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

SUBTENANT:

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

Metropolitan Mayor

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance

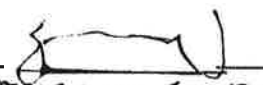
APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

SUBLANDLORD:

**OLIVERMCMILLAN
SPECTRUM EMERY, LLC,
a Delaware limited liability company**

By: 
Name: DURGIN E. ROSSETT
Title: VP DEVELOPMENT

**MUSEUM ACKNOWLEDGEMENT AND
AGREEMENT AS TO SECTION(S) 4 and 5:**

**NATIONAL MUSEUM OF AFRICAN
AMERICAN MUSIC,
a Tennessee nonprofit corporation**

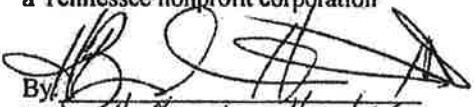

By: _____
Name: H. Beeman Hicks
Title: President & CEO

Exhibit A

1. Leak detection system
2. North wall enclosure