

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT AND THE
DOWNTOWN PARTNERSHIP**

This Amendment is made and entered into as of the ____ day of _____, 20__, by and between the Metropolitan Government of Nashville and Davidson County, Tennessee, a political subdivision of the State of Tennessee, acting by and through the Metropolitan Traffic and Parking Commission ("Commission"), and the Nashville Downtown Partnership ("Partnership"), located at 150 4th Avenue North, Suite G-150, Nashville, TN 37219 (collectively, "the Parties").

WHEREAS, the Parties previously entered into an original contract on June 7, 2017 ("the Contract"); and,

WHEREAS, the Parties entered into the First Amendment amending the Contract on March 13, 2018 ("the First Amendment"); and,

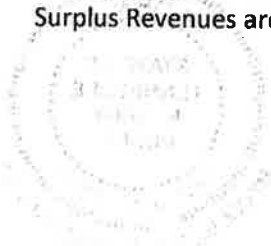
WHEREAS, the Parties entered into the Second Amendment amending the Contract on June 9, 2022 ("The Second Amendment"); and,

WHEREAS, the Parties now wish to further amend the Contract, the First Amendment, and the Second Amendment and to extend the term of the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Except as explicitly provided herein, the terms and conditions of the Contract, the First Amendment and the Second Amendment are incorporated herein by reference, and will continue in full force and effect.
2. Section 5.1 of the Contract (and the identical Section 5.1 in the First and Second Amendments), are hereby deleted in their entirety and replaced with the following:
 - 5.1. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about December 7 (beginning date). The initial contract term will end seven years from the beginning date.
3. Section 1.8 of the Contract is hereby amended by deleting the phrase "within 60 days" and substitute with the phrase "within 90 days".
4. Section 1.11 of the Contract, Section 1.13 of the First Amendment, and Section 1.12 of the Second Amendment are hereby deleted in their entirety and replaced with the following:

Surplus Revenue. All Surplus Revenue shall be maintained by METRO in a separate fund, and 50% of it shall be allocated to Metro. The portion allocated to METRO shall be used in the sole discretion of METRO for any purposes. With regard to the other 50% of this Surplus Revenue, the PARTNERSHIP may submit proposed capital expenditures for the garages and downtown improvements to be paid for out of these funds, subject to Metro's approval, which shall not be unreasonably withheld. In no event shall the amount used by PARTNERSHIP for such purposes exceed 50% of the Surplus Revenue. If less than 50% of the Surplus Revenues are used for these purposes on an annual basis, the remainder shall revert



to Metro's portion to be used for any purpose in Metro's sole discretion. METRO's Director of Finance shall establish a procedure for funding the garage and/ or downtown capital improvement projects on behalf of the PARTNERSHIP. All Surplus Revenue allocated for garage and/or downtown projects shall be available until such time as that allocation is depleted, or until the end of the current fiscal year, whichever comes first. The PARTNERSHIP shall present a plan of priorities and/or anticipated projects and activities to METRO annually at the beginning of the fiscal year. These projects or activities shall be agreed upon by the PARTNERSHIP and METRO. All property purchased with funds generated with Surplus Revenue during the performance of this contract shall be titled in the name of the PARTNERSHIP, shall be insured and maintained by the PARTNERSHIP in good condition or repair, and the PARTNERSHIP shall be responsible for any liability arising from use of this property. Upon termination or conclusion of the contract, METRO shall have the option to demand that title to this property be transferred to METRO. A list of all property purchases with Surplus Revenue, along with location of this property, shall be provided to the Nashville Department of Transportation and Multimodal Infrastructure on July 1 of each year.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
RECOMMENDED BY AND APPROVED AS TO PROJECT SCOPE:

Diana W. Alarcon
Diana W. Alarcon, Nashville Department of Transportation

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
Director of Finance

APPROVED AS TO PROOF OF INSURANCE:

Lora Fox
Insurance Manager

APPROVED AS TO FORM AND LEGALITY:

Erica Haber
Assistant Metropolitan Attorney

ATTESTED TO BY THE METROPOLITAN CLERK:

Date: _____

PARTNERSHIP

Company: Nashville Downtown Partnership

BY: [Signature]

Print: Thomas D. Turner

Title: President + CEO

Sworn to and subscribed to before me, a
Notary Public, this 4th day
of December, 2023,
by Thomas D. Turner,
the President + CEO
of PARTNERSHIP and duly authorized to execute this
instrument on PARTNERSHIP's behalf.

[Signature]
Notary Public

My Commission Expires _____ My Commission Expires: November 8, 2027

