

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “First Amendment”) is entered into as of this ___ day of _____, 2023 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee (“Metro”) and **NASHVILLE STEAM PRESERVATION SOCIETY (“Lessee”)**, a Tennessee non-profit organization, located in Nashville, Tennessee.

RECITALS

WHEREAS, Lessee and Metro are parties to that certain Lease Agreement dated August 17, 2016 (the “Original Lease”), whereby Nashville Steam Preservation Society leases from Metro Steam Locomotive, Number 576.

WHEREAS, Metro and Lessee now desire to amend the Lease to include a four-year extension of the restoration period and otherwise amend the Lease in accordance with the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. **Incorporation of Recitals, Definitions.** The Recitals set forth above are hereby incorporated into this First Amendment as if set forth herein in full. All capitalized terms not defined in this First Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 4. Restoration.** Section 4 of the Lease is generally amended to provide a four (4) year extension of the locomotive restoration timeline, so that Lessee shall make the Locomotive fully operational, in conformance with all applicable laws and requirements.
3. **Section 6. Term.** Section 6 of the Lease is amended to provide Lessee an additional four (4) years to complete Restoration of the Locomotive. Should Lessee fail to complete restoration of the locomotive within 4 years, or determine it is not feasible to do so, then this Lease shall terminate, and Lessee shall return the Locomotive to Metro to its former location at Centennial Park, or to other such location within Metro as Metro may reasonably request, in the same or better condition as that in which it was found at the commencement of this Lease, provided that Metro may extend the time for Restoration upon approval of the Mayor and Council. At or before the termination of the Lease, Lessee may renew the Lease for an additional 13-year period, contingent upon the approval of Park Board, Mayor, and Council. Metro will not solicit an alternate Lessee without giving first right of refusal to current Lessee.
4. **First Amendment Effective Date.** This First Amendment shall not be binding upon the parties until it has been signed first by the Lessee and then by the representatives of Metro, then approved by the Metropolitan Council, and then filed with the Metro Clerk (the date

of filing with the Metro Clerk shall be referred to herein as the “First Amendment Effective Date”).

5. **Ratification of the Lease.** Except as specifically set forth in this First Amendment, the parties hereto agree that the Lease (as amended by this First Amendment) is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this First Amendment. From and after the First Amendment Effective Date, the term “Lease” shall be deemed to mean and include the Lease as amended by this First Amendment.

6. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and facsimile signatures shall be deemed to be original signatures and of the same force and effect

[end of page – signatures on following page]


IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this First Amendment effective as of the First Amendment Effective Date.

METRO:

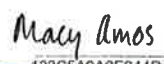
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECOMMENDED BY:
 6/8/23
Monique Horton Odom Date
Director, Parks and Recreation

APPROVED AS TO AVAILABILITY OF FUNDS:

 AP 6/16/2023
Kelly Flannery, Director Date
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
 6/16/2023
122C5A9A0E944DA...
Macy Amos Date
Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date


APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

John Cooper Date

LESSEE:

NASHVILLE STEAM PRESERVATION SOCIETY

Tennessee non-profit organization

By: 

Name: DAVID S. MEADOR

Title: PRESIDENT, NSPS