

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON  
COUNTY AND THE CITY OF BELLE MEADE**

Whereas, pursuant to RS2013-693, the Metropolitan Council approved a Memorandum of Understanding (the "Agreement") between the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") and the City of Belle Meade ("Belle Meade"); and

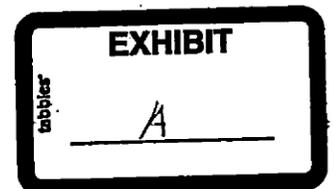
Whereas, the parties acknowledge that Belle Meade currently provides and pays for the maintenance of roadways and associated infrastructure within Belle Meade that the Metropolitan Government provides and pays for in other parts of the General Services District in Metropolitan Nashville and Davidson County; and

Whereas, the parties propose to amend the Agreement as set forth herein.

Now, therefore, the parties agree as follows:

1. Except as specifically modified herein, all of the terms of the Agreement shall remain in full force and effect.
2. This amendment shall become effective only after its approval by the Board of Commissioners of the City of Belle Meade and the Metropolitan Council and upon filing with the Metropolitan Clerk.
3. The term of the Agreement shall be 15 years, beginning upon its filing with the Metropolitan Clerk as contemplated in paragraph 2 of this amendment. The term shall extend automatically for successive terms of five years each, unless either party gives written notice of termination to the other at least 180 days prior to the expiration of the then-current term.
4. Beginning on August 1, 2019, and thereafter on or about the anniversary of the first payment, the Metropolitan Government shall make a payment (the "Roadway Cost Payment") to Belle Meade. The Roadway Cost Payment shall be in the following amounts:

2019 .....	\$193,617.00
2020 .....	\$253,191.00
2021 .....	\$297,872.00



Roadway Cost Payments due in 2022 and thereafter shall be increased or decreased annually by the percentage increase or decrease in the U.S. Consumer Price Index of All Urban Consumers (or a reasonable substitute if such index is no longer available).

5. Belle Meade covenants to expend all sums received from the Metropolitan Government under this amendment exclusively for capital expenses associated with the maintenance of public roadways and associated infrastructure within Belle Meade. Annually and not later than 30 days after the end of its fiscal year, Belle Meade shall submit to the Metropolitan Director of Finance a report documenting its compliance with this Paragraph. The Metropolitan Government shall have the right upon reasonable notice to audit the accounting records of Belle Meade pertaining to the subject of this amendment.
6. For purposes of this Agreement, "Annual Revenues" shall mean all revenues received annually by the Metropolitan Government from every source and not paid to Belle Meade. If after this amendment becomes effective, and provided this Agreement has not been terminated earlier by the Metropolitan Government, there is a duly-enacted change ("Change in Law") in Tennessee law having the effect of requiring the Metropolitan Government to pay any of the Annual Revenues to Belle Meade (such payment being a "New Payment"), then: (1) no further Roadway Cost Payments shall be due after such Change in Law becomes effective; and (2) Belle Meade shall repay to the Metropolitan Government the sum ("60-Month Sum") of all Roadway Cost Payments received from the Metropolitan Government in the five years preceding the effective date of the Change in Law. Such repayment shall be made in annual installments on or about the anniversary of the first Roadway Cost Payment. Each such installment shall be the lesser of (1) the New Payment made in the preceding year or (2) one-fifth of the 60-Month Sum. Provided, however, that no repayment shall be due from Belle Meade to the Metropolitan Government under this paragraph if a Change in Law occurs despite Belle Meade having publicly, vigorously and in good faith opposed such Change in Law prior to its adoption. Good faith opposition shall include, without limitation, the adoption by Belle Meade's Board of Commissioners of a resolution opposing the Change in Law; the submission by the Mayor of Belle Meade of a letter to the editor of the Tennessean newspaper opposing

the Change in Law; and meeting with representatives of the Metropolitan Government and members of the Tennessee General Assembly to express opposition to the Change in Law. In the event that a Change in Law is enacted without the actual knowledge of either party or any of its officers, and such Change in Law results in a payment of Annual Revenues to Belle Meade in an amount less than \$5,000 per year, then the parties agree to work together in good faith to determine whether any repayments should be made pursuant to this Paragraph.

THE METROPOLITAN  
GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY

APPROVED:

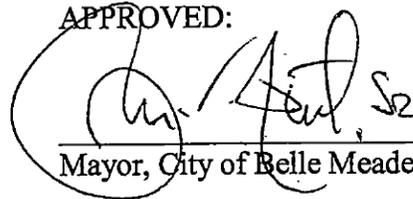
  
\_\_\_\_\_  
Director, Department of Finance

APPROVED AS TO FORM  
AND LEGALITY:

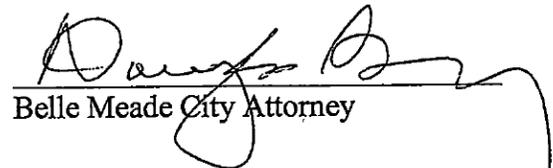
  
\_\_\_\_\_  
Metropolitan Attorney

CITY OF BELLE MEADE

APPROVED:

  
\_\_\_\_\_  
Mayor, City of Belle Meade

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Belle Meade City Attorney