

**AMENDMENT NUMBER ONE TO THE PARTICIPATION AGREEMENT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND CAPITOL VIEW JOINT VENTURE**

This participation agreement amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** and **CAPITOL VIEW JOINT VENTURE**. It is mutually understood and agreed by and between said, undersigned contracting parties that the subject participation agreement is hereby amended as follows:

I. Participation Agreement section 2 is deleted in its entirety and replaced with the following:

2. The Work. Capitol View agrees to complete fully all Improvements depicted on the Plans or reasonably inferable therefrom (the "Work"). All Work shall be completed in a good and workmanlike manner using commercially acceptable materials. Metro shall have the right to inspect the Work at all reasonable times and to reject Work that is defective or not in full compliance with the Plans (Work that is defective or not in compliance with the Plans being "Unacceptable Work"). All Work shall be completed by June 30, 2019 (the "Completion Date"), subject to reasonable extension on account of force majeure or material delays caused by Metro's unjustified failure to approve the Plans or issue necessary permits.

II. Participation Agreement section 5 is deleted in its entirety and replaced with the following:

5. Payment. For the successful completion of all the Work, Metro agrees to pay Capitol View a total of two million six hundred thousand dollars (\$2,600,000) (the "Contract Sum"). Payments shall be made to Capitol View in monthly installments based on Work completed. Capitol View shall submit properly documented payment applications each month, certifying in each instance that the Work for which payment is sought is complete in accordance with the Plans. Metro shall use best efforts to make payments required by this Paragraph within 20 days after receipt of an acceptable payment application. Capitol View shall not be entitled to any payment that would cause the percentage of the Contract Sum paid to exceed the percentage of Work complete. Capitol View shall bear all costs of performing the Work that exceed the Contract Sum.

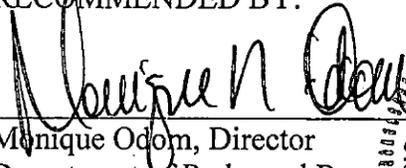
The remaining provisions of the Participation Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment:

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

CAPITOL VIEW JOINT VENTURE
Capitol View Joint Venture, a Tennessee general
partnership

RECOMMENDED BY:



Monique Odom, Director
Department of Parks and Recreation

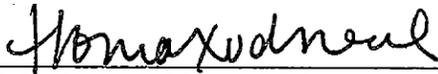
By: C—Land Fund, LLC, a Delaware limited
liability company, general partner

By: NML Real Estate Holdings, LLC, a
Wisconsin limited liability company, its sole
member

By: The Northwestern Mutual Life Insurance
Company, a Wisconsin corporation, its sole
member

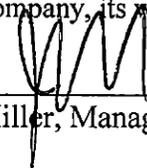
By: Northwestern Mutual Investment
Management Company, LLC, a Delaware limited
liability company, its wholly-owned affiliate.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax O'dneal, Director
Department of Finance *lc*

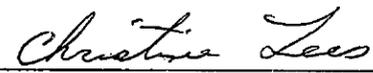


By: 

Joseph Miller, Managing Director

Sworn to and subscribed to before me a Notary
Public, this 5TH day of March, 2019.

NOTARY PUBLIC



My Commission expires: July 11, 2022

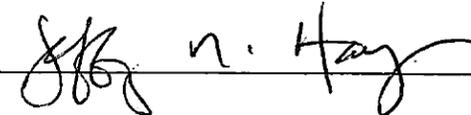
APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

**CHRISTINE LEES
NOTARY PUBLIC
STATE OF WISCONSIN**

CAPITOL VIEW JOINT VENTURE
Capitol View Joint Venture, a Tennessee general
partnership
By: Charlotte Eleventh Investments, LLC, general
partner

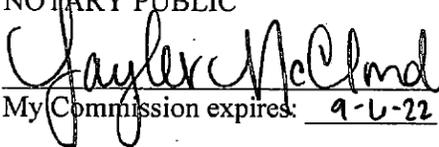
By: 

Sworn to and subscribed to before me a Notary
Public, this 5th day of March, 2019.

ATTEST:
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____

NOTARY PUBLIC



My Commission expires: 9-6-22

