MINUTES OF THE 21st MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 21st meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on June 13, 2011 at 11:03 a.m., in Room 207 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Marty Dickens, Vonda McDaniel, Willie McDonald, Luke Simons, and Mona Lisa Warren

AUTHORITY MEMBERS NOT PRESENT: Mark Arnold, Francis Guess, Ken Levitan, Leo Waters, and Vice-Mayor Diane Neighbors, Ex-Officio

OTHERS PRESENT: Larry Atema, Charles Robert Bone, Charles Starks, Barbara Solari, Mark Sturtevant, Roxianne Bethune, Peter Heidenreich, Natasha Blackshear, Terry Clements, and Bob Lackey

The meeting was opened for business by Chairman Marty Dickens who stated that a quorum was present.

ACTION: Vonda McDaniel made a motion to approve the 20th Meeting Minutes of May 5, 2011. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Charles Robert Bone was asked to discuss the permanent easement agreement between the CCA and the Bridgestone Arena. There were questions and discussion.

ACTION: Luke Simons made a motion approving the Permanent Easement Agreement with the Sports Authority and authorizing Mr. Dickens to execute the Easement Agreement and take any actions necessary or appropriate to formalize that agreement. (Attachment #1) The motion was seconded by Willie McDonald and approved unanimously by the Authority.

There was additional discussion and questions.

ACTION: Luke Simons made a motion accepting the early turn-over of the tunnel from Bell Clark, once the Project Staff is comfortable with such, and authorizing Mr. Dickens to execute any documentation appropriate to formalize that turn-over. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Larry Atema was then asked to discuss Workforce Development. (Attachment #2) There were questions and discussion.

ACTION: Vonda McDaniel made a motion determining that a one year agreement with the Jefferson Street United Merchants Partnership be awarded on a sole source basis and authorizing the Authority to enter into such contract in accordance with the discussion this morning and authorizing Mr. Dickens to execute the agreement and take any actions necessary or appropriate to formalize and finalize that agreement. The motion was seconded by Mona Lisa Warren and approved unanimously by the Authority.

ACTION: Vonda McDaniel made a motion authorizing the Project and Development Team to employ Autumn Henderson, pursuant to the previously approved project and staff organization plan. The motion was seconded by Mona Lisa Warren and approved unanimously by the Authority.

Mr. Dickens noted that the next meeting of the Authority will be on August 4, 2011 unless a special meeting is needed.

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 11:26 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 21st Meeting Minutes
of June 13, 2011

BILL GARRETT, Davidson County
Trans:T20110035289 ESMT
Recvd: 06/13/11 15:16 13 pgs
Fees:67.00 Taxes:0.00
20110613-0045254

This Instrument Prepared by:
Natasha L. Blackshear, Esq.
Gonzalez, Saggio & Harlan LLP
1720 West End Avenue, Ste. 640
Nashville, Tennessee 37203

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 13th day of June, 2011 by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Sports Authority").

WITNESSETH:

WHEREAS, pursuant to a quitclaim deed, dated and recorded in Instrument No. 201004210030263 on April 21, 2010, Metropolitan Development and Housing Agency ("MDHA") conveyed to the Convention Center Authority certain real property located in Nashville, Davidson County, a certain part of which is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Convention Center Authority Property"); and

WHEREAS, as consideration for the conveyance of the Convention Center Authority Property, said conveyance was pursuant to and contingent upon the execution of a certain agreement (the "Initial Agreement"), by and among the Sports Authority, the Convention Center Authority, MDHA, Nashville Hockey Club Limited Partnership (the "Predators"), and Powers Management, LLC ("Powers"), effective on April 21, 2010 and recorded with the Davidson County Register of Deeds on May 13, 2010, Instrument No. 2010513-0036928, in which MDHA and Convention Center Authority agreed to respectively grant to Sports Authority successive temporary and permanent easements for ingress and egress as provided for in the Initial Agreement; and

WHEREAS, the Sports Authority owns the property next to the Convention Center Property and operates the Bridgestone Arena upon this property; and

WHEREAS, the Convention Center Authority, in order to be able to meet its obligation under the Initial Agreement to provide the Sports Authority with a permanent easement that is able to be used for its intended purpose (non-public access and use to and from the Bridgestone Arena by vehicles, including without limitation large trucks), would need to maintain an easement at a size and condition consistent with its current dimensions with a width at its most narrow point of 25 feet and at its widest point of 37 feet and a minimum floor to ceiling clearance of fourteen (14) feet (the "Current Dimensions"), which are acknowledged to be sufficient to provide access, ingress and egress to the admittees who will be allowed such access by and at the discretion of the Sports Authority or the Bridgestone Arena's Manager, which may include, without limitation, Bridgestone Arena personnel, employees, tenants, concessionaires, suppliers, event performers and related staff and their employees, and persons performing at Bridgestone Arena (collectively, the "Admittees"); and

WHEREAS, pursuant to and as provided in the Initial Agreement, the Convention Center Authority now undertakes to grant to the Sports Authority a perpetual non-exclusive below grade easement for access, ingress and egress to the Sports Authority property upon which Bridgestone Arena is situated over a portion of the Convention Center Property (the "Tunnel"); and

WHEREAS, in order for the Tunnel to serve both the functions it was designed to serve for the benefit of the Convention Center Authority and the Music City Center and to serve as a permanent easement as described herein for the benefit of the Sports Authority and the Bridgestone Arena it will be necessary for the Convention Center Authority and the Sports Authority to share the use and operation of the Tunnel; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide the Sports Authority with a perpetual non-exclusive below grade easement for access, ingress and egress under a portion of the Convention Center Authority Property.

NOW, THEREFORE, in consideration of the premises, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Establishment of Easements; Use and Responsibilities**. The Convention Center Authority hereby grants, conveys and transfers unto Sports Authority, its successors and assigns, subject to the terms and conditions contained in this Agreement, a perpetual, non-exclusive below grade easement for ingress and egress under that part of the Convention Center Authority Property in the area that is shown, described and depicted on **Exhibit B** as the permanent truck ramp, which is attached hereto and incorporated herein by reference (the "Easement Area"), which shall be at a size and height consistent with the Current Dimensions, which are acknowledged to be sufficient for the purpose of allowing such access, ingress and egress by large trucks into the Bridgestone Arena. The parties hereby acknowledge that the area shown, described and depicted on Exhibit B may need to be changed based upon the continued construction of the Music City Convention Center (the "Music City Center"), and in such case, the parties hereby agree to execute and deliver such an amendment so long as such amendment shall provide for access, ingress and egress that, in the reasonable opinion of the Sports Authority, continues to be at least as favorable to and sufficient for the purposes of the Sports Authority as the easement described herein. The provisions of this Agreement shall not prevent the parties hereto from negotiating an alternate replacement easement satisfactory to both and duly executed and recorded.

2. **Maintenance**. The Convention Center Authority shall be responsible for, at its sole cost and expense, (i) performing all cleaning associated with use of the Tunnel including without limitation the cleaning of all floor, wall and ceiling surfaces, ramps, stairs and railings and (ii) removing all papers, debris, refuse, as well as any snow or ice associated with use of the Tunnel ((i) and (ii) collectively referred to as the "Maintenance Obligations") for the portion of the Easement Area identified as "Area A" on Exhibit B. The Sports Authority shall be responsible for, at its sole cost and expense, performing the Maintenance Obligations as to the portion of the Easement Area identified as "Area B" on Exhibit B. Nothwithstanding the foregoing, if Maintenance Obligations are incurred in the portion of the Easement Area that arise out of use by the party or its admittees that would not have the responsibility for the Maintenance

Obligation for that portion of the Easement Area under the language of this section, the party whose use or admittees' use caused the Maintenance Obligation to be incurred may nevertheless voluntarily elect to perform those obligations or cooperate in the performance of them at its own cost without otherwise waiving any rights hereunder.

3. **Tunnel Repairs**. The Convention Center Authority, its successors and assigns, shall be responsible for maintaining the Tunnel in a first class condition suitable for the access, ingress and egress through the Easement Area to the Bridgestone Arena contemplated hereby, including lighting, security and ventilation. Except in the event of an emergency, the Sports Authority shall provide written notice to the Convention Center Authority of any damage to the Tunnel (i) caused by the Sports Authority or (ii) caused by the Convention Center Authority but which has not been promptly repaired or restored. Upon receiving such notice, regardless of the cause of the damages to the Tunnel, if the Tunnel is in need of any repairs, the Convention Center Authority shall promptly repair, restore or rebuild the Tunnel as necessary to ensure the Sports Authority retains the access, ingress and egress through the Easement Area to its property as granted in this easement. In the event any repairs made by the Convention Center Authority are needed as a result of damages caused by the Sports Authority, the Convention Center Authority shall consult with the Sports Authority regarding the scope and costs of such repairs and, thereafter, invoice the Sports Authority for such repairs, which shall be paid by the Sports Authority within thirty (30) days of receipt of such invoices. Only in the event that the Convention Center Authority does not respond to such notice provided by the Sports Authority and fails to promptly make the needed repairs, the Sports Authority shall, upon written notice to the Convention Center Authority, make the needed repairs and, in the event any such needed repairs made by the Sports Authority were needed as a result of damages caused by the Convention Center Authority, shall invoice the Convention Center Authority for such needed repairs, which shall be paid by the Convention Center Authority within thirty (30) days of receipt of such invoices. In the event of an emergency, notice shall not be required but the parties shall make good faith efforts to coordinate with one another to expedite the completion of needed emergency repairs.

4. **Continued Construction; Cooperation.** If the Easement Area becomes inaccessible for any period of time for any reason ("Inaccessible Periods"), the Convention Center Authority shall use its best efforts (i) to minimize any inconvenience caused by such; (ii) to repair or reopen the access as promptly as possible; (iii) to cooperate with the Bridgestone Arena in providing alternative access during such closure; and (iv) to limit the period of time for any Inaccessible Period. For each planned Inaccessible Period necessitated by scheduled maintenance, repairs or painting the parties shall mutually establish a schedule for such and the Convention Center Authority shall, otherwise, provide seven (7) days prior written notice to the Sports Authority of such Inaccessible Period. For each unplanned Inaccessible Period, the Convention Center Authority shall use its best efforts to provide five (5) days prior written notice to the Sports Authority of such Inaccessible Period. If such Inaccessible Period occurs due to Convention Center Authority's neglect and/or breach of its obligations under this Agreement, the Convention Center Authority shall reimburse the Sports Authority for its actual and reasonable damages directly caused by the lack of access during the Inaccessible Period in question.

5. **No Storage; Emergency Vehicles.** Neither party shall store nor allow the storage of any items in the Tunnel. Neither party shall park nor allow the parking of any vehicles, cargo or any other items in the Tunnel to the extent it would violate applicable state and

federal law, ordinances, regulations, licenses, building codes, fire codes or other orders by the Fire Marshall's Office (collectively "Applicable Law") or restrict or limit ingress and egress through the Tunnel. To the extent consistent with Applicable Law, this section shall not be construed to prohibit the Sports Authority from allowing the temporary standing of vehicles associated with Bridgestone Arena events in the truck bay turnaround portion of Area B shown on Exhibit B, so long as qualified drivers are present with such vehicles and it does not interfere with the passage of traffic through the main corridor of the Tunnel needed for ingress and egress to the Bridgestone Arena. Neither party shall allow smoking in the Tunnel. Further, both parties acknowledge that (i) traffic must be free to flow in the Tunnel and (ii) the Nashville Fire Department and other government emergency personnel are required to have access to the Bridgestone Arena and the Music City Center at all times, and if such access is blocked, such government emergency personnel may remove the barrier by whatever means they deem necessary.

6. **Personal Property**. Any property brought in the Tunnel by either party or their admittees shall be at the sole risk of the party responsible for the property. Nothing contained within this Agreement shall be considered or construed to constitute a bailment relationship between the parties with respect to any such property.

7. **Security**. The Sports Authority shall provide security, including, without limitation, a manned security booth, which shall be located at the right side of the entrance to the Tunnel near the intersection of Seventh Avenue and Korean Veterans Boulevard (the "Sports Authority Security Booth"), for any and all games, shows, performances and other events held at the Bridgestone Arena and for the admittance into the Tunnel of the Admittees associated with such events. The Sports Authority shall further have the right but not the obligation to provide security, including within the Sports Authority Security Booth, twenty-four hours a day, seven (7) days a week.

8. **Speed Limits; Driver Caution.** Speed limits, as posted in the Tunnel, as well as any and all other signage, markers and other types of road guides shall be followed by both parties and their admittees in the same way they would be required to be followed if such signage, markers and road guides were on public streets.

9. **Damages**. With the exception of maintenance and cleaning associated with its and the Admittees' use and operation of the Easement Area, as described in Section 2 or repairs made by the Sports Authority pursuant to Section 3, neither the Sports Authority nor the Admittees shall make any alterations, changes or modifications to the Tunnel without the prior written consent of the Convention Center Authority. The Sports Authority shall bear the risk and be responsible for all claims (whether or not valid), damages, losses, and expenses (including costs) for any personal or bodily injury, including death, or property loss or damage arising from its or the Admittees' activities in, or use of, the Tunnel to the extent such claims, damages, losses or expenses are caused by the negligence of the Sports Authority or its personnel or agents and to the extent it would be liable for such under applicable law including but not limited to the Governmental Tort Liability Act. The Convention Center Authority shall bear the risk and be responsible for all claims (whether or not valid), damages, losses, and expenses (including costs) for any personal or bodily injury, including death or property loss or damage arising from activities in or use of the Tunnel by it or its personnel, employees, tenants, concessionaires, suppliers, event holders, invitees, customers and related staff and their employees to the extent

such claims, damages, losses or expenses are caused by the negligence of the Convention Center Authority or its personnel or agents and to the extent it would be liable for such under applicable law including but not limited to the Governmental Tort Liability Act.

10. Tunnel Insurance.

(a) Insurance of the Parties. With respect to the use and operation of the Tunnel, the parties at all times shall either (i) be self-insured through the Metropolitan Government of Nashville and Davidson County insurance program for the type of use herein set forth; or (ii) maintain public liability insurance with responsible insurance companies having no less than an "A" rating according to A.M. Best's rating against any claims, losses or damages or actions of any kind whatsoever, including, without limitation, general comprehensive liability insurance covering claims for bodily harm, death and/or property damage, in such amounts and against such risk as are customarily maintained by parties similarly situated for the type of use herein set forth. To the extent either party shall elect to maintain a policy of insurance, it shall name the other party as an additional insured and contain such other terms as the additional insured may reasonably require. In such event, the party electing to maintain such insurance policies shall provide to the other party at the time of such election, and on an annual basis thereafter, a certificate of insurance as evidence of such insurance, which shall further provide that the policy of insurance may not be amended, cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the additional insured. Notwithstanding the foregoing, as to Area A on Exhibit B, any commercial general liability policy Convention Center Authority elects to maintain shall be primary to any other commercial general liability policy that may be applicable, and the policy shall contain an endorsement to that effect. As to Area B on Exhibit B, any commercial general liability policy that Sports Authority elects to maintain shall be primary to any other commercial general liability policy that may be applicable, and the policy shall contain an endorsement to that effect.

(b) Insurance of the Bridgestone Arena Manager. With respect to the use and operation of the Tunnel, the Sports Authority shall ensure that the manager of the Bridgestone Arena maintains at all times:

(i) Comprehensive General Liability. Broad form commercial general liability insurance (on an "occurrence" basis form), with a single combined minimum limit of not less than $1,000,000 per occurrence, which includes coverage for the Arena, sidewalks and private drives adjoining or appurtenant to the Arena,

(ii) Business Automobile Policy. At least $1,000,000 of coverage, including bodily injury and property damage, arising out of the operations, maintenance or use of owned and non-owned automobiles or other vehicles;

(iii) Umbrella Liability Insurance. At least $9,000,000 of umbrella liability coverage written on an occurrence basis; and

(iv) Crime and Fidelity Coverage. At least $500,000 per occurrence of coverage for (i) employee dishonesty, (ii) forgery or alteration, (iii) theft, disappearance and destruction inside and outside the Arena; and (iv) robbery and safe burglary inside and outside the Arena

All insurance required under subsections (i) through (iv), above, shall be issued by insurance companies licensed to do business in the State of Tennessee with the financial rating of at least A/VIII status as rated in the most recent edition of Best's Insurance Reports. The Convention Center Authority shall be named as an additional insured and the insurance policy shall contain such other terms as the parties may reasonably require. The Sports Authority shall provide to the Convention Center Authority upon execution of this Agreement, and on an annual basis thereafter, a certificate of insurance as evidence of such insurance, which shall further provide that the policy of insurance may not be amended, cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Convention Center Authority.

11. Covenants Run With the Land; Limitation on Liability. Each covenant and undertaking in this Agreement shall run with the land and shall be binding upon, and inure to the benefit of, the Convention Center Authority and the Sports Authority and their respective successors and assigns. From and after the conveyance of all or a portion of the Convention Center Authority Property by the then current owner thereof, such then current owner shall be released from duties or obligations under this Agreement to the extent of the property or portion thereof conveyed, and the transferee acquiring title to such property or portion thereof shall be responsible for such duties and obligations by virtue of becoming the owner of such property or portion thereof, provided, however, that an owner transferring title to all or a portion of the Convention Center Authority Property shall not be released from any liability, damage or other claims resulting from such owner's failure to comply with its duties and obligations under this Agreement prior to such conveyance.

12. Conditions to Grant. This Agreement does not convey any real property interest except for the limited rights, privileges and easements set forth herein. No easements, rights or interests in real property shall be created by this Agreement except for the express easements and other rights specifically and expressly set forth in this Agreement. The easements granted, created and established by this Agreement on the Convention Center Authority Property shall be for the benefit of the Sports Authority and its successors and assigns.

13. Temporary Easement Termination. Both parties hereby amend that certain agreement regarding a temporary easement entered into between MDHA and the Sports Authority on April 21, 2010 recorded with the Davidson County Register of Deeds, Instrument No. 2010421-0030261 (the "Temporary Easement Agreement") such that, notwithstanding anything contained in the Temporary Easement Agreement to the contrary, the temporary easement granted by the Temporary Easement Agreement shall terminate upon the execution of this Agreement.

14. Miscellaneous.

(a) Notices. All notices required under this Agreement shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service or by facsimile (with a copy sent by United States first class

mail, postage prepaid). All notices requested herein to be sent to the Convention Center Authority shall be sent to 201 Fifth Avenue South, Nashville, TN 37203, Attention: Executive Director, (if sent by facsimile transmission to 615-742-2104) or such other address as the Convention Center Authority may designate in accordance with the notice procedure set forth in this Section. All notices required herein to be sent to the Sports Authority shall be sent to P.O. Box 196300, Nashville, Tennessee 37219-6300, Attention: Executive Director, or such other address as the Sports Authority may designate in accordance with the notice procedure set forth in this Section, with a copy to Bridgestone Arena, 501 Broadway, Nashville, TN 37203, Attention: Manager, to be sent by facsimile transmission to 615-770-2490. Any such notice, to the extent same has been properly addressed, shall be deemed to be delivered upon the earlier to occur of (i) actual receipt (which in the case of mail shall be evidenced by the date of receipt set forth on the return receipt statement and in the case of facsimile shall be upon receipt by the sender of confirmation of receipt by the addressee), or (ii) if applicable, five (5) days after the notice has been deposited in the United States mail in accordance with the provisions of this paragraph.

(b) **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(c) **Severability**. In the event that any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision hereof.

(d) **Amendment; Waiver**. This Agreement constitutes the entire agreement between the Sports Authority and the Convention Center Authority and no amendment to this Agreement and no waiver of any right hereunder shall be binding upon the Convention Center Authority or the Sports Authority, as applicable, unless such amendment or waiver is in writing and signed by the Convention Center Authority or the Sports Authority, as applicable, against whom enforcement thereof is sought. No failure of the Convention Center Authority or the Sports Authority, as applicable, to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of said right or power, or of the right of the Convention Center Authority or the Sports Authority, as applicable, to demand exact compliance with the terms hereof.

(e) **Construction**. Both the Sports Authority and the Convention Center Authority have had the opportunity to be represented by legal counsel in negotiating this Agreement, thus this Agreement shall be construed without inference of drafting by either the Sports Authority or the Convention Center Authority.

(f) **Time is of the Essence**. Time is of the essence of this Agreement. Any reference to a number of "days" herein shall be a reference to "calendar days". If the date on which either the Convention Center Authority or the Sports Authority is required to take action under this Agreement is not a business day (as defined herein), the action shall be taken on the next succeeding business day. For the purposes hereof, "business

day" means any day other than a Saturday or Sunday, or other day on which commercial banks are authorized or required to close under the laws of the State of Tennessee.

(g) **No Partnership**. Nothing contained herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the Convention Center Authority and the Sports Authority.

(h) **Not a Public Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Convention Center Authority Property to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

(i) **Authorization.** The Sports Authority represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the Sports Authority and constitutes a valid obligation legally binding upon and enforceable against the Sports Authority. The Convention Center Authority represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the Convention Center Authority and constitutes a valid obligation legally binding upon and enforceable against the Convention Center Authority.

(j) **Counterparts:** This Agreement may be executed in any number of counterparts, any or all of which shall constitute the agreement of the parties.

[SIGNATURES ON FOLLOWING PAGE]

Executed this 6th day of June, 2011.

THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____
Print Name: S.D. Elliott
Its: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Chair of **THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, the within named bargainor, and that he/she as such Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of **THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** by himself/herself as Chair.

WITNESS my hand, at office, this 6th day of June, 2011.

_____
Notary Public
My Commission Expires: 3/30/12

SALLY E. PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

{00623513.2}

Executed this 13 day of JUNE, 2011.

THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: Marty G. Dickens
Print name: MARTY G. DICKENS
Its: CHAIR

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Sharon M. Pool, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Marty G. Dickens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Chair of **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, the within named bargainor, and that he/she as such Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** by himself/herself as Chair.

13th Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, this 13th day of June, 2011.

Sharon M. Pool
Notary Public

My Commission Expires: July 3, 2012

{00623513.2}

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $-0-.

Affiant

Subscribed and sworn to before me,
this 13th day of June, 2011.

Sharon M. Pool
Notary Public
My Commission Expires: July 3, 2012

{00623513.2}

EXHIBIT A

THE CONVENTION CENTER AUTHORITY PROPERTY

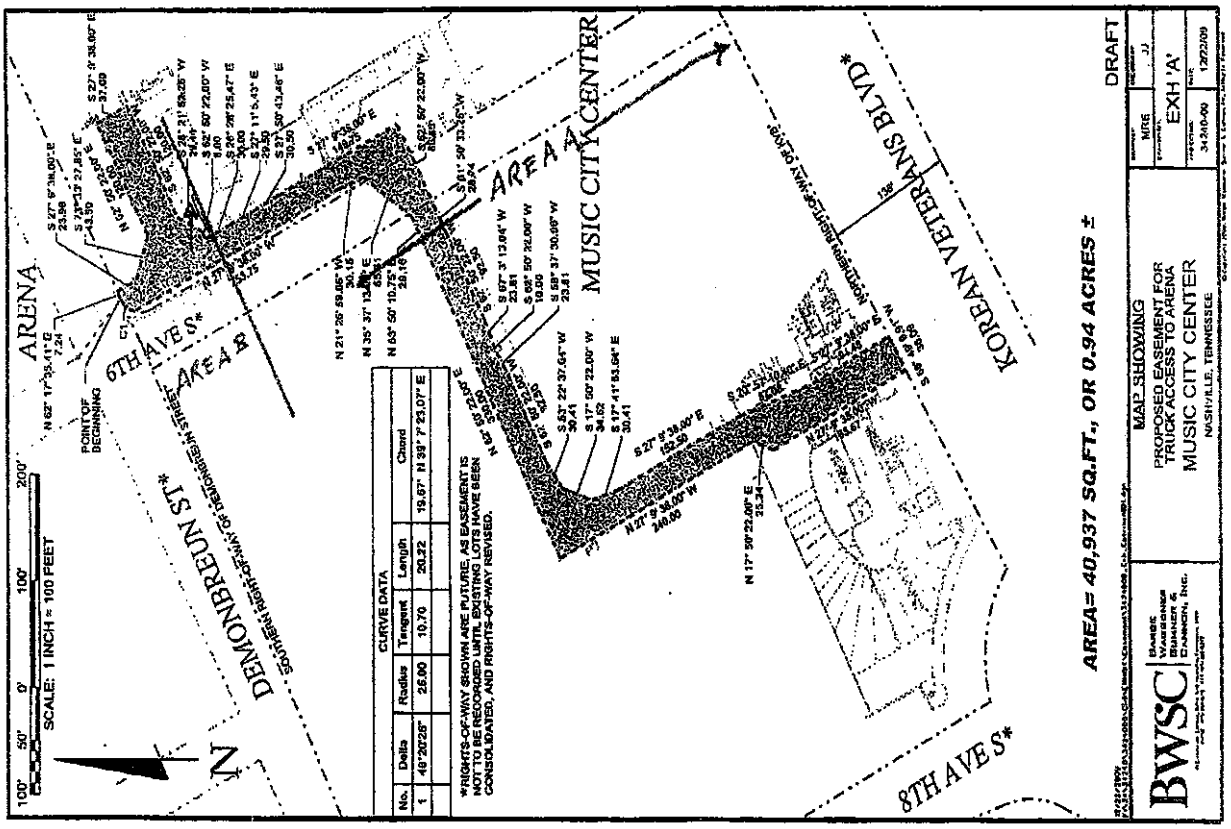
Land Being Lot No. 7, in Phase 2, on the Nashville Arena Plan, recorded in Book 9700, Page 250, in the Register's Office for Davidson County, Tennessee, further described as follows:

Said Lot No. 7 begins at a point in the south margin of Demonbruen Street; said point also being the northwest corner of Lot No. 6 on said Plan; thence leaving said south margin of Demonbruen Street, South 27° 51. 39. East, 175.30 feet to a point; thence South 33° 53. 25. East 97.50 feet to a point; thence South 27° 55. 41. East, 38.77 feet to a point; the beginning of a curve having a radius of 49.22 feet; thence around said curve to the right 70.33 feet to a point in the east margin of Sixth Avenue South; thence along the said east margin, North 27° 13. 54. West, 332.45 feet to the beginning of a curve having a radius of 25.00 feet; thence around said curve to the right 39.05 feet to a point in the south margin of Demonbruen Street thence along said south margin, North 62° 15. 37. East, 16.89 feet, to the Point of Beginning, containing 16,494 square feet (.38 Acres), more or less.

Being the same property conveyed to Metropolitan Development and Housing Agency by Warranty Deed of record in Instrument No. 20100421003026 0, Register's Office for Davidson County, Tennessee.

EXHIBIT B

EASEMENT AREA



{00623513.2}

Music City CENTER

Project Management & Development

June 10, 2011

To: Convention Center Authority Board Members

Re: Workforce Development – Year 2

Over a year ago, we introduced the Music City Center Workforce Development Program. As you may recall the initial thought was to maintain this program for one year, at a first year cost not to exceed $175,000. As the year progressed, it became clear that the program has been a benefit to a host of unemployed/underemployed people in our community. In addition, we learned that many of the applicants lacked specific skills needed for a large commercial project. As a result, the project developed a relationship with 23 community-based organizations to provide specific applicant training needs. To date 900 individuals have participated in these programs.

Following a detailed review of the Workforce Development Program and conversations with the construction management team, their primes, and subcontractors, we recommend extending the program for an additional year. Please see attached summary for additional details.

From a budget perspective, we propose and request your approval of the following:

- Contract the programs administrator, Autumn Henderson, for one year as part of the Project and Development Team. Within the previously approved project organization plan one approved position has never been filled and none of the funds allocated to this position have been spent.

- Contract with the Jefferson Street Merchants Partnership (JUMP) to continue its role as manager/coordinator of the community based organizations at a cost not to exceed $85,000 (see attached for additional details). We have identified funds within the Project Management Budget to cover this cost.

We plan to ask for your consideration of this item at Monday's meeting. Please give me a call if you have comments or questions.

Thank you,

Larry Atema
Senior Project & Development Manager

LA/jmb

Enclosure

Cc: Rich Riebeling
Greg Hinote
Charles Robert Bone
Charles Starks
Jeff Gossage
Debbie Frank
Scott Black

Music City CENTER

Project Management & Development

Memo to: Convention Center Authority

From: Scott Black

Re: Procurement of J.U.M.P.

Date: June 13, 2011

In June of 2010, The Convention Center Authority of the Metropolitan Nashville and Davidson County (CCA) officially began the Workforce Development Program. Over the last year Jefferson Street United Merchants Partnership (JUMP) has served as a critical consultant in this program. JUMP's focus has been to help connect applicants with other opportunities within the Nashville community. While many of the applicants have been given an opportunity for employment on the construction of the Music City Center, there are others who remain in need of employment opportunities. Of the applicants in need, either they did not have the correct skill sets for the jobs that were available at the time or in some cases they were in need of life skills or additional education.

This is where JUMP has played such a crucial role in this endeavor. They have long established relationships with many other organizations Community Based Organizations (CBOs) within the Nashville area that can provide the needed services to our applicants. Through these relationships, JUMP has worked to connect our applicants to opportunities that can continue our efforts to get them in a position of employment.

As we conclude the first year of this program, we recognize the limited nature of our funding but also see the importance of its continuation. As it continues into the next year, we also recognize the importance of JUMP's role in this process (not only in the service that they provide but also in the history that they now have with our program). It is critical that Jump continues as the service provider in this role for the effectiveness of our program. Therefore, we request approval for a one year contract with JUMP in the amount of Sixty-Thousand Five-Hundred Dollars and no/100s ($6500) per month plus program expense not to exceed Five-Hundred Dollars and no/100s ($500) per month. The Convention Center Authority project team recommends approval of this action.

Below is a summary of the achievements from the first year of the Work Force Development program:

- 191 individuals hired through the program.
- 76 applicants referred to an apprenticeship program.
- 23 community-based organization partners assisting the program with applicant referrals and training.
- 908 applicants referred to community-based organizations for soft-skills and construction-related training.
- 6 scholarships awarded by the Tennessee Technology Center