MINUTES OF THE 33rd MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 33rd meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on October 4, 2012 at 8:01 a.m., in Room 201 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Mark Arnold, Marty Dickens, Francis Guess, Vonda McDaniel, Willie McDonald, Mona Lisa Warren, and Leo Waters

AUTHORITY MEMBERS NOT PRESENT: Ken Levitan, Luke Simons, and Vice-Mayor Diane Neighbors, Ex-Officio

OTHERS PRESENT: Larry Atema, Rich Riebeling, Charles Starks, Charles Robert Bone, Barbara Solari, Bob Lackey, Sharon Hurt, Holly McCall, Jim Greer, Dewayne Smith, Richard Wagner, Heidi Runion, Elisa Putman, Erin Hampton, Lois McLaughlin, Eric Blouin, Teri McAlister, Jasmine Quattlebaum, Todd Davis, Gary Schalmo, Mark Sturtevant, Kristen Heggie, Ed Henley, Jason Close, Seab Tuck, Ryan Johnson, Peter Heidenreich, Josh Hughes, John Van Mol, Roxianne Bethune, Kim McDoniel, Stephanie Harris, Kim Hawkins, Hunter Gee, Jamie McGee, and Jaquetta White. In addition, other members of the public were present.

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

ACTION: Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

Mr. Dickens announced that the next scheduled meeting of the CCA would be November 1, 2012 at 8:00am.

Charles Starks was asked to introduce the operations senior leadership team.

ACTION: Francis Guess made a motion to approve the 32nd Meeting Minutes of July 19, 2012. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Mark Arnold was asked to report on the Finance & Audit Committee meeting. He then asked Charles Starks to present the Music City Center operating budget. (Attachment #1) There was discussion.

ACTION: Mark Arnold made a motion to approve the Initial 2014 Fiscal Year Operating Budget to fund the activities and operations of the Music City Center. The motion was seconded by Leo Waters and approved unanimously by the Authority.

Leo Waters was asked to report on the Construction & Development Committee meeting. Mark Sturtevant then introduced Kim Hawkins and Hunter Gee to report on the South of Broadway Strategic Plan. (Attachment #1) There was discussion.

ACTION: Leo Waters made a motion approving and affirming the Consulting Agreement with Urban Design Associates for the development of a South of Broadway Master Plan and affirming Larry Atema's authority, as the Senior Project and Development Manager, to execute such agreement. (Attachment #2) The motion was seconded by Francis Guess and approved unanimously by the Authority.

John Van Mol and Seab Tuck were then introduced to talk about the Songwriters Hall of Fame and there was discussion. (Attachment #1)

ACTION: Leo Waters made a motion to (a) accept the Nashville Songwriters recommendation of the Selection Committee and Construction & Development Committee for the lower lobby exhibit, (b) approve the license agreement on substantially the same terms as discussed, (c) authorize Charles Starks, as the Executive Director, to finalize and execute the agreement, and (d) authorize Larry Atema, as the Senior Project and Development Manager, to execute any Non-GMP Change Order with Bell Clark and take any actions necessary or appropriate to accomplish the work to be paid for by the Songwriters Hall of Fame. (Attachment #3) The motion was seconded by Vonda McDaniel and approved unanimously by the Authority.

Mona Lisa Warren was then asked to report on the Marketing & Operations Committee meeting. Charles Starks then gave a technology update and a RFP update on the Distributed Antenna System.

ACTION: Mona Lisa Warren made a motion to accept the AT&T recommendation of the Evaluation Panel and the Marketing & Operations Committee and authorize Charles Starks, as the Executive Director, to negotiate and execute a License Agreement with AT&T for the distributed antenna system on substantially the same terms as set forth in the RFP and considered this day. The motion was seconded by Mark Arnold and approved unanimously by the Authority with Marty Dickens abstaining.

Mr. Starks was then asked to report on the food and beverage RFP. Charles Robert Bone noted that a protest had been filed by one of the bidders and the Authority has been granted a waiver from Metro Purchasing to continue negotiations.

ACTION: Francis Guess made a motion to accept the Centerplate recommendation of the Selection Committee and the Marketing & Operations Committee contingent upon the resolution of the protest and authorize Charles Starks, as the Executive Director, to continue to negotiate the Food and Beverage services contract with Centerplate on substantially the same terms as set forth in the RFP and considered this day. The motion was seconded by Willie McDonald and after discussion was approved unanimously by the Authority.

Vonda McDaniel was asked to report on the DBE & Procurement Committee meeting.

ACTION: Vonda McDaniel made a motion that the contract with the Jefferson Street United Merchants Partnership (JUMP) be amended to extend the agreement until April 30, 2013 at a monthly fee not to exceed $12,500 per month and authorizing Mr. Dickens to execute the extension and take any actions necessary or appropriate to formalize and finalize that extension. (Attachment #4) The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Charles Starks then gave a tax collection report. (Attachment #1)

Marty Dickens reported on the Executive Committee meeting regarding the executive director position performance evaluations and salary. (Attachment #5)

ACTION: Willie McDonald made a motion to approve the goals, performance evaluations, and salary for the executive director position as discussed. The motion was seconded by Mona Lisa Warren and approved unanimously by the Authority.

There was closing discussion and then with no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:29 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 33rd Meeting Minutes
of October 4, 2012

Convention Center Authority

October 4, 2012

Appeal of Decisions

Appeal of Decisions from the Convention Center Authority – *Pursuant to the provisions of 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.*

Finance & Audit Committee

MUSIC CITY CENTER OPERATING BUDGET

Revenue Assumptions

- Building Rental, F&B, and Event Services
  - Firm Business (as of 7/20/12)
  - Tentative Business (as of 7/20/12) at average conversion rate (33%)
  - To-Be-Booked Business – calculated remaining available exhibit hall square footage and added future business based on HVS occupancy projections
  - Current FY2014 Firm and Tentative Business (33%) will generate over $200 million in Economic Impact

Revenue Assumptions

- Parking Net
  - FY 2014 and beyond – Haahs Study revenue and expenses spread over 12 months
  - Assumes no monthly contract parking
- Other Revenues
  - Based on NCC historical numbers

Expense Assumptions

- Personnel
  - Hiring timeline adjusted based on projected business demand
- F&B
  - Assuming contract management fee based on proposals
- Cleaning, Repair/Maintenance, Admin & General, Marketing & Sales
  - Based on HVS projections, existing NCC ratios, and known maintenance contract requirements

Expense Assumptions

- Utilities
  - Estimates received from NES, DES, Piedmont Gas, Metro Water, AT&T and Comcast
  - Variance to HVS

    HVS comp set model primarily evaluated buildings with in-house physical plants

    MCC cubic feet compared to gross square feet is greater than comp set

FY 2013

- Operating Expenses Covered by:
  - Pre-opening money
  - Revenues raised by bringing parking on early
  - Expenses absorbed in the NCC FY 2013 operating budget
  - Surplus Tourism Tax Collections

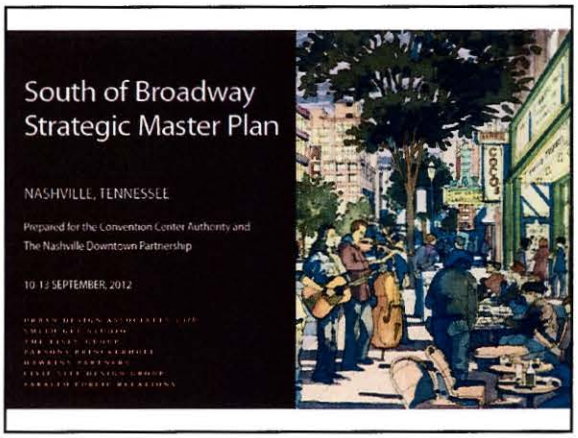
	FY14			
Revenue	HVS	Proposed	Variance	% of HVS
Facility Rental	$6,197,000	$3,749,336	-$2,447,664	61%
Food & Beverage (Gross)	$12,025,000	$7,675,699	-$4,349,301	64%
Event Svcs (Net)	$1,890,000	$3,057,496	$1,167,496	162%
Other Revenue	$708,267	$202,371	-$505,896	29%
Total	$20,820,267	$14,684,903	-$6,135,364	71%
Operating Expenses				
Salaries	$7,790,000	$6,457,467	-$1,332,533	83%
Benefits	$2,337,000	$1,966,471	-$370,529	84%
Food & Beverage	$7,816,000	$5,545,692	-$2,270,308	71%
Cleaning	$1,150,000	$1,250,000	$100,000	109%
Repair & Maint	$1,658,000	$808,150	-$849,850	49%
Administrative & General	$552,000	$552,000	$0	100%
Marketing & Sales	$386,000	$386,000	$0	100%
Utilities	$2,531,000	$5,311,436	$2,780,436	210%
Other Expenses	$425,000	$139,400	-$285,600	33%
Total	$24,645,000	$22,416,616	-$2,228,384	91%
Operating Income (Loss)	-$3,824,733	-$7,731,713	-$3,906,980	202%
Non-Operating Expense				
Insurance	$433,000	$653,000	$220,000	151%
Management Fees	$0	$0	$0	0%
Capital Maint Reserve	$1,041,000	$0	-$1,041,000	0%
Other Non-Operating	$500,000	$250,000	-$250,000	50%
Total	$1,974,000	$903,000	-$1,071,000	46%
Total Net Income (Loss)	-$5,798,733	-$8,634,713	-$2,835,980	149%
Parking Net Income **	$3,520,100	$3,777,800	$257,700	107%
Total Net Income (Loss) w/Parking	-$2,278,633	-$4,856,913	-$2,578,280	213%

Major Variances Between HVS & Proposed FY 2014

- Revenue
  - Lower occupancy in first six months based on facility opening later than HVS projected
  - Aggressive pricing to assist in pre-opening sales
- Expenses
  - Hiring timeline scaled back to meet occupancy demands
  - NES & DES projections greater than anticipated in HVS study
  - F&B expense is greater based on management fee model than HVS projected based on self operating model

	FY17			
Revenue	**HVS**	**Proposed**	**Variance**	**% of HVS**
Facility Rental	$7,545,000	$6,922,145	-$622,855	92%
Food & Beverage (Gross)	$15,781,000	$12,595,520	-$3,185,480	80%
Event Svcs (Net)	$2,288,000	$3,709,192	$1,421,192	162%
Other Revenue	$764,000	$251,476	-$512,524	33%
Total	$26,378,000	$23,478,333	-$2,899,667	89%
Operating Expenses				
Salaries	$8,389,000	$7,308,496	-$1,080,504	87%
Benefits	$2,517,000	$2,240,124	-$276,876	89%
Food & Beverage	$10,258,000	$7,758,888	-$2,499,112	76%
Cleaning	$1,381,000	$1,436,459	$55,459	104%
Repair & Maint	$1,984,000	$1,450,636	-$533,364	73%
Administrative & General	$594,000	$600,469	$6,469	101%
Marketing & Sales	$416,000	$420,116	$4,116	101%
Utilities	$2,695,000	$5,829,453	$3,134,453	216%
Other Expenses	$538,000	$149,481	-$388,519	28%
Total	$28,772,000	$27,194,121	-$1,577,879	95%
Operating Income (Loss)	-$2,394,000	-$3,715,788	-$1,321,788	155%
Non-Operating Expense				
Insurance	$467,000	$734,536	$267,536	157%
Management Fees	$0	$0	$0	0%
Capital Maint Reserve	$1,319,000	$1,173,917	-$145,083	89%
Other Non-Operating	$500,000	$250,000	-$250,000	50%
Total	$2,286,000	$2,158,453	-$127,547	94%
Total Net Income (Loss)	-$4,680,000	-$5,874,240	-$1,194,240	126%
Parking Net Income **	$4,586,000	$4,586,000	$0	0%
Total Net Income (Loss) w/Parking	-$94,000	-$1,288,240	-$1,194,240	1370%

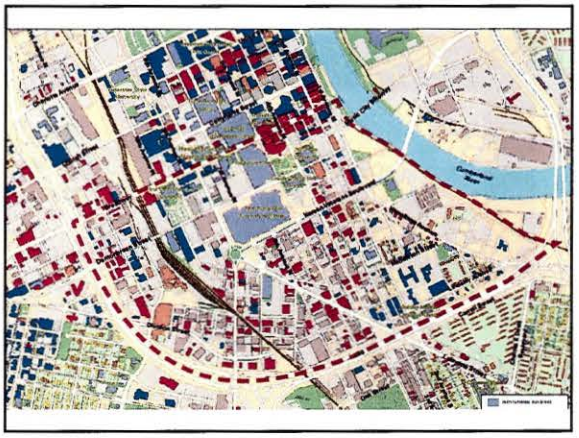
Construction & Development Committee

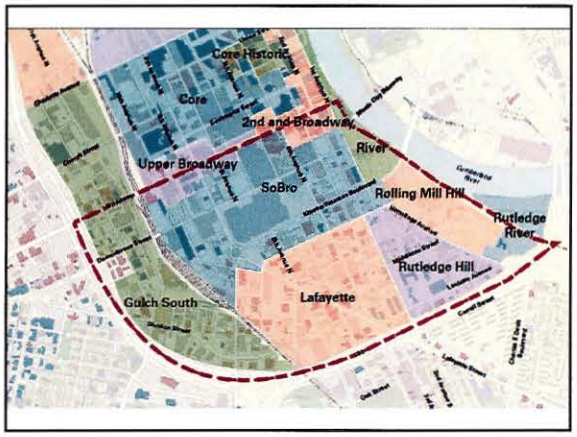


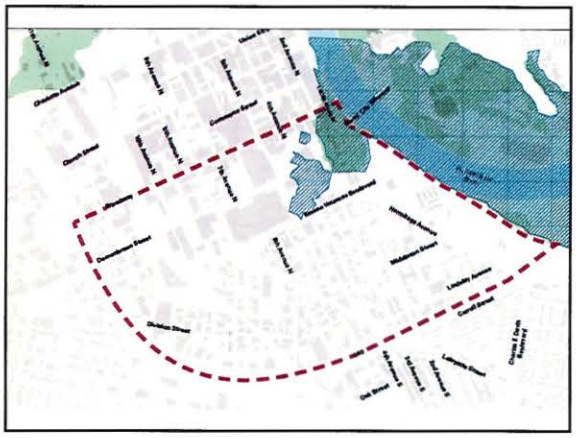
Design Team

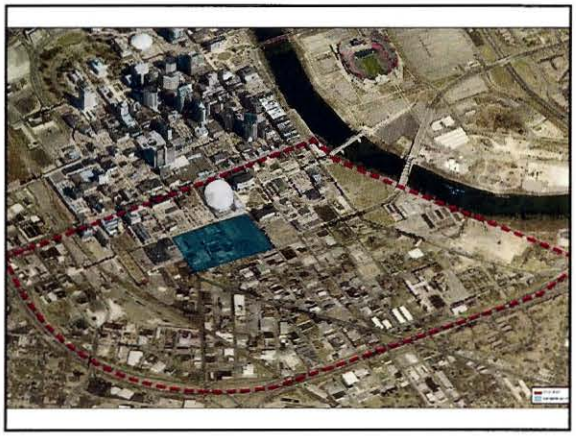
Urban Design Associates Lead Firm, Urban Design & Public Process
Smith Gee Studio Architecture
The Eisen Group Market Analysis
Parsons Brinckerhoff Transportation Engineering
Hawkins Partners Landscape Design
Civil Site Design Group Civil Engineering
Varallo Public Relations Public Relations and Outreach

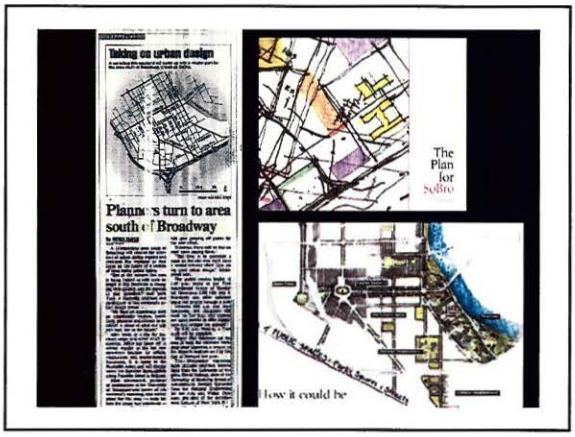
SOUTH OF BROADWAY STRATEGIC MASTER PLAN

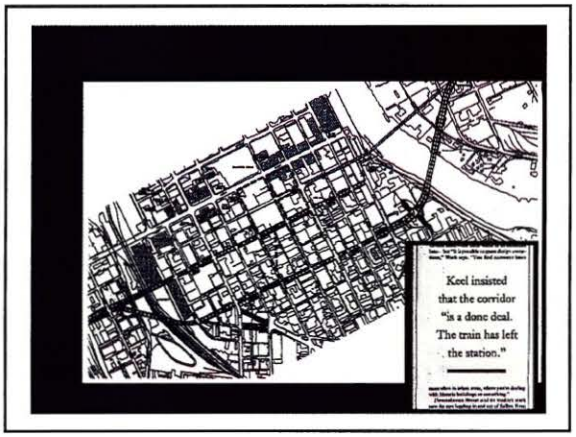


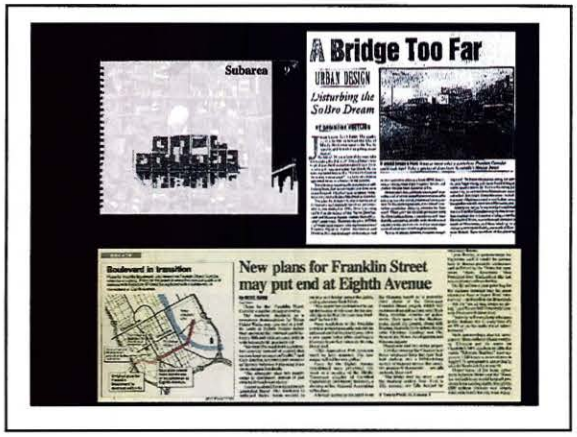

Core Historic
Core
2nd and Broadway
River
Upper Broadway
SoBro
Rolling Mill Hill
Rutledge River
Rutledge Hill
Lafayette
Gulch South

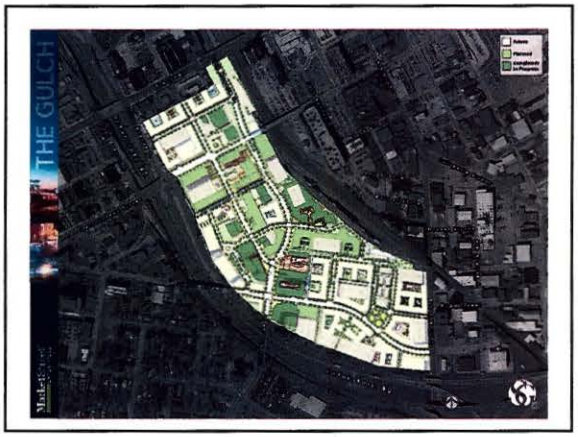


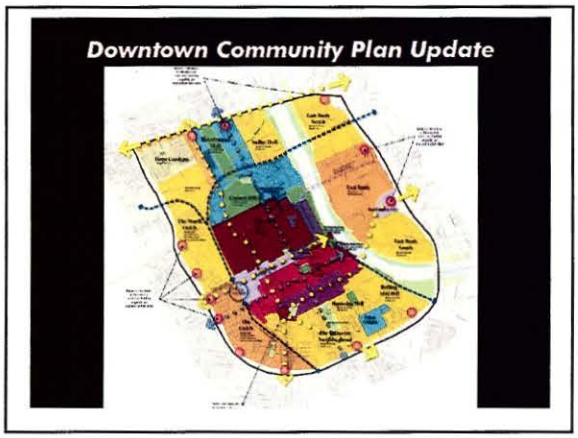


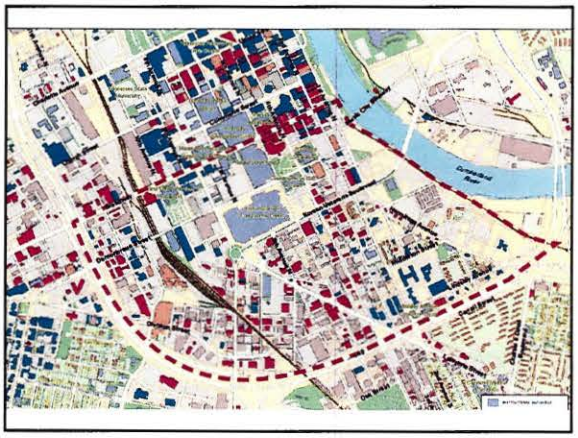

Taking on urban design
Planners turn to area south of Broadway
The Plan for SoBro
How it could be

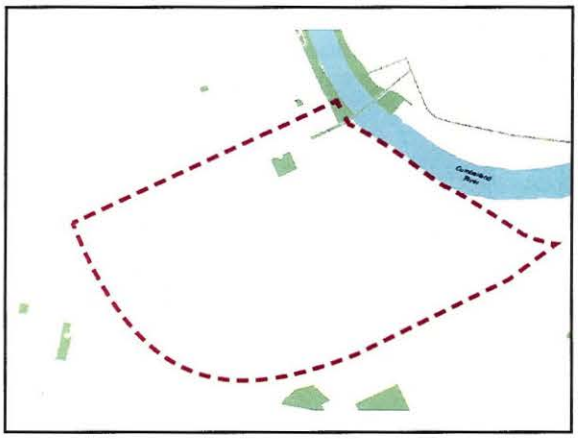

Keel insisted that the corridor "is a done deal. The train has left the station."


Subarea
A Bridge Too Far
URBAN DESIGN
Disturbing the SoBro Dream
Boulevard in transition
New plans for Franklin Street may put end at Eighth Avenue


THE GULCH


Downtown Community Plan Update





Who are the SoBro Markets?

- MCC visitors and conference attendees
- Downtown and area hotel guests
- Event/sports/ entertainment visitors
- Downtown Residents
- Downtown Office workers
- Area Students
- Nashville Tourists
- Niche industries

MCC Visitors and Conference Attendees

Projected annual attendance expected to be MCC visitors and conference attendees:

- 2012: Est. 375,000
- 2017: Est. 516,000
- 2022: Est. 547,000

Projected total convention visitor non-room spending:

- 2012: Est. $ 58.1M
- 2017: Est. $ 86.6M
- 2022: Est. $106.6M

Hotel Inventories in Comparable/ Competitive Cities

Summary Table – Comparable/Competing Convention Centers and Hotels

	Location	Convention Center Gross SF	Number of Proximate Hotels	Number of Proximate Hotel Rooms	Proximate Rooms per 1,000 SF of Convention Center Space	Notes
1	Downtown Nashville	1,300,000	12	3,027	2.33	*W/in .5 mile of MCC, adding 1,055 rooms*
2	Nashville Mid-Town/West End	see above	13	2,620	2.02	*Located 1.2 to 2.8 miles from DT Nashville*
3	San Diego	1,107,000	43	14,252	12.96	*Adding 480K sf + 500 new rooms*
4	Austin	900,000	21	5,830	6.48	*Adding 2,200 more rooms, conference center*
5	San Antonio	1,300,000	39	10,853	8.35	*Proposed 100K addition to Conv Ctr East*
6	Columbus OH	1,700,000	13	4,000	2.35	
7	Atlanta	3,900,000	32	9,483	2.43	
8	Indianapolis	1,200,000	23	6,605	5.50	
9	Philadelphia	1,000,000	30	9,672	9.67	*PA Conv Ctr expanded by 230K SF in 2011*
10	Salt Lake City	675,000	28	7,191	10.65	
11	Denver	2,200,000	24	8,337	3.79	
12	Kansas City	1,300,000	11 (6+5)	3,696	2.84	*Hotels split between DT KC and Crown Ctr*

Source: The Eisen Group

Downtown Hotel Market and MCC

Downtown Nashville Hotel Market:

Walkable/Proximate Downtown

- Current DT Inventory: 3,027 rooms
- Omni & Hyatt Place: +1,055 rooms

MidTown/West End: 2,620 rooms

- Future Total ***6,702 rooms***
- Current DT Avg. Occupancy: **83%**
- Overall Nashville Avg Occup: **73%**
- Potential Gulch Hotel: *+ 450 rooms*
- Intercontinental (MidTown): *325 rms*
- Future demand/avg. occupancy levels will depend on how/whether MidTown/West End rooms are considered part of primary inventory located (1.2-2.8 miles away)
- MCC visitors are expected to prefer locations closer to the Convention Center, supported by retail, F&B, entertainment, other amenities

Downtown Office Market

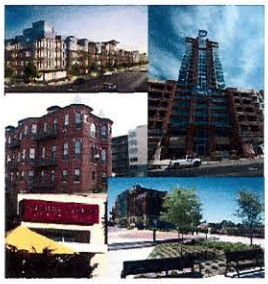
Downtown Office Market	Square Feet
Total Nashville Area Office Inventory	34,658,614
Downtown Office Inventory	7,385,855
DT as Percentage of Total Market	21%
Vacant Downtown Office SF	1,448,203
Downtown Vacancy Rate	19.60%
Average Vacancy -- Entire Market	9.50%
Average WGT Office Asking Rent	$19.18
Average Asking Rent -- Entire Market	$19.86
Asking Rent Range Across Market	$14.99 to $24.26
Pinnacle at Symphony Place	*Class A, LEED Gold*
Total Square Footage	520,000
Average Floor Plate	23,000
Asking Rent Range	$23.50 to $35.00

Largest Regional Office Concentration is Downtown

- *Downtown: 7.4 M SF*
- *Cool Springs: 6.4 M SF*
- *West End: 5.0 M SF*
- *Brentwood: 5.0 M SF*

- Approx. 40,000 downtown workers
- Predominant Class B space
- Large State and Government presence, likely shrinking category
- More office proposed (The Gulch, West End); annual DT absorption projected at 43,400 SF/year to 2022
- Pinnacle setting new standards in Green offerings, achieved rents
- DT vacant office space (1.44m SF) available for rehab or conversion
- Most DT Core, Government office space is 'up the hill' from SoBro (*except Pinnacle*); good walk scores

Downtown Resident Market



- Total downtown Nashville housing market:
- *End 2012:* 6,320 residents
  4,273 households
- *Projected:* 7,600 residents
  (2017) 5,100 households
- The Gulch and Rolling Mill Hill have introduced urban living to new resident sub-markets (DT Workers, Young Professional, Empty-Nester groups); Downtown is HOT
- Demand outpacing supply

Downtown Residential Dvt. Market

- Rental Residential Market at 98% to 100% occupancy, little in dvt. pipeline
- Three rental projects under construction for 2014 delivery
- Limited supply vs. demand has pushed up pricing for rentals (5.5-10% for studios, 13.5% for one BR; 4-8% for two BR
- Condo pricing increased 12%; top pricing at ICON (Jan '12) of $467 and $498 psf
- Planned residential includes:
  - 12th & Laurel (The Gulch) – 312 Rental units
  - RMH Rental Project -- 100 Rental units
  - ***SoBro Tower--*** ***342 Rental units***
- Estimated DT Demand:
  - ***Additional 1,300 units by 2017***
  - ***Additional 1,500 units 2017-2022***

Total new DT units: 2,500 by 2022

Attractions and Events Market

Downtown Nashville Attractions
Estimated Annual Attendance

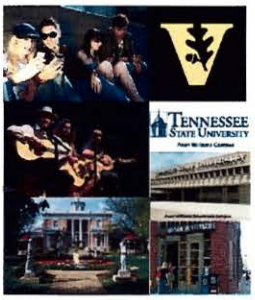
	Venue	Annual Attendance
1	Tennessee State Museum	90,000
2	Frist Center for the Visual Arts	234,000
3	Country Music Hall of Fame	450,000
4	Adventure Science Center (nearby)	313,000
5	Ryman Auditorium (Performances)	150,000
6	Ryman Auditorium (Tours)	135,000
7	Schermerhorn Symphony Center	142,000
8	Tennessee Performing Arts Center	390,000
9	Nashville Children's Theater	82,000
10	Bridgestone Arena	1,200,000
11	Nashville Municipal Auditorium	220,000
12	Country Music Festival (2012)	71,000
13	TN Titans - LP Stadium home games (2011)	553,144
	Subtotal: 2011 estimated attractions attendance	***4,030,144***
13	Music City Center (2017 projected)	516,000
	Total annual convention and attractions	**4,546,144**
	Average per day	12,455

Source: MDHA Downtown Market Study; Development Economics; Titans 2012 Media Guide; TEG

Revenues generated from attractions and events include:

- Food & Beverage Sales
- Hotel Room nights (Est. 1.3 million per year and increasing)
- Parking revenues
- Gas and auto services
- Retail sales

Nashville Student Market



Nashville's MSA has over ***100,000*** students in almost 50 two and four year higher education institutions

- ***MTSU***: 30,000 students
- ***Vanderbilt***: 12,700 students, 45% graduate/ professional schools
- ***TSU:*** 9,100 students (both campuses)
- ***Belmont:*** 6,000 students

Primarily consumers of DT events, retail, entertainment, dining, sports, concerts; some housing

Retail Market

Current DT Retail Supply: **1.3M SF**
Estimated 2012 Demand: **1.8M SF**
Estimated 2017 Demand: **2.1M SF**
Est. Net New SF (DT): ***780,000 SF***

Retail includes:

- Specialty Stores
- Food & Beverage
- Consumer Services
- Personal Services
- Entertainment (commercial)

Downtown Retail Recruitment Program in place at NDPartnership

Space/rent/critical mass all affect how much supportable, and where

A Three Phase Process

IMPLEMENTATION!

Moving forward: Key Milestones

August 16: Project Kick-off

September 10-12: Analysis Workshop/Baseline Assessments

September 13: Progress Report

October 9-12: Design Charrette

November 15: Progress Report

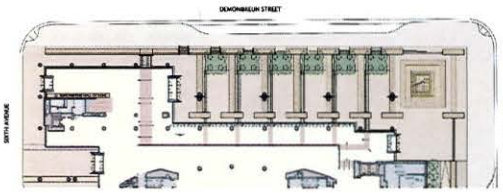
December 5: Plan refinement and "Deciding" workshop

January 15: Final presentation to Boards and Elected Officials

Music City
CENTER

NashvilleSongwriters
HALL OF FAME FOUNDATION

NORTHEAST AERIAL RENDERING
TUCK·HINTON
ARCHITECTS



RENDERED SITE PLAN
TUCK·HINTON
ARCHITECTS

SONGWRITERS SQUARE
TUCK·HINTON
ARCHITECTS

SONGWRITERS HALL OF FAME
TUCK·HINTON
ARCHITECTS

Marketing & Operations Committee

DBE & Procurement Committee

MCC/Hotel Tax Collection

As of July 31, 2012

	2/5 of 5% Occupancy Tax	Net 1% Occupancy Tax	$2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Total	Variance to FY 11-12
July	$980,966	$396,506	$939,316	$40,583	$108,516	$2,465,887	1.83%
August							
September							
October							
November							
December							
January							
February							
March							
April							
May							
June							
YTD Total	$980,966	$396,506	$939,316	$40,583	$108,516	$2,465,887	1.83%

These numbers are still subject to change by Metro/Division of Accounts Auditors.

MCC/Hotel Tax Collection

July Total Tax Collections

	2011	2012	Variance
5% Occupancy Tax	$2,375,486	$2,452,416	3.24%
Gross 1% Occupancy Tax	$475,097	$490,483	3.24%
$2 Room Tax	$950,065	$939,316	-1.13%
Contracted Vehicle	$41,145	$40,583	-1.37%
Rental Vehicle	$107,934	$108,516	0.54%
$.50 Room Tax	$237,518	$234,888	-1.11%
Total Collections	**$4,187,247**	**$4,266,201**	**1.89%**
Total YTD Collections	**$4,187,247**	**$4,266,201**	**1.89%**

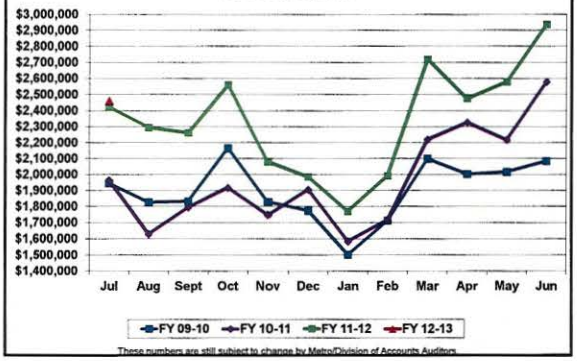
MCC Portion of July Tax Collections

	2011	2012	Variance
2/5 of 5% Occupancy Tax	$950,195	$980,966	3.24%
Net 1% Occupancy Tax	$372,222	$396,506	6.52%
$2 Room Tax	$950,065	$939,316	-1.13%
Contracted Vehicle	$41,145	$40,583	-1.37%
Rental Vehicle	$107,934	$108,516	0.54%
MCC Collections	**$2,421,562**	**$2,465,887**	**1.83%**
MCC YTD Collections	**$2,421,562**	**$2,465,887**	**1.83%**

These numbers are still subject to change by Metro/Division of Accounts Auditors.

MCC Tax Collections

As of July 31, 2012



These numbers are still subject to change by Metro/Division of Accounts Auditors.

Convention Center Authority

October 4, 2012

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into effective this 8th day of August, 2012, by and between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Authority"), the NASHVILLE DOWNTOWN PARTNERSHIP ("NDP, and together with Authority, "Grantee") and URBAN DESIGN ASSOCIATES, Ltd. ("UDA").

WITNESSETH

WHEREAS, the areas south of Broadway ("SoBro") in downtown Nashville has a high concentration of Nashville's entertainment and tourism venues such as Bridgestone Arena, the Country Music Hall of Fame, and the Schermerhorn Symphony Center;

WHEREAS, significant investments are being made in the future state-of-the-art convention center (the "Music City Center"), the associated Omni Hotel and Country Music Hall expansion, and with infrastructure improvements, including a new Nashville Electric Service substation and the extension of Korean Veterans Boulevard;

WHEREAS, Grantee received a grant (the "Grant") from the U.S. Department of Commerce ("DOC") Economic Development Administration ("EDA") for a project (the "Project")

WHEREAS, the Project is described as the work involved in the development and creation of a comprehensive master plan (the "Master Plan") that will, amongst other things, study the impact of flood prone areas in SoBro, recommend guidelines for development and safe-guard measures for those areas, and develop a comprehensive growth strategy that will maximize the development potential for the remaining portion of SoBro;

WHEREAS, Grantee issued RFQ #SMP01-2012 (the "RFQ") on March 28, 2012 requesting assistance with the Project and UDA provided the winning response (the "UDA Response"), which is attached hereto as Exhibit F; and

WHEREAS, Grantee desires that UDA, and UDA desires to, provide assistance to Grantee with the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Duties and Responsibilities of UDA.** During the term of this Agreement, UDA shall provide the following services (the "Services") for the Project in a manner satisfactory to Grantee and in accordance with the March 2008 version of the financial assistance standard terms and conditions of the DOC (the "Standard Terms"), incorporated herein by reference and the url address to which is attached hereto as Exhibit E:

1.1. Study the SoBro flood-prone areas and recommend appropriate development guidelines and safeguard measures as well as develop a mitigation plan for existing properties;

1.2. Create a comprehensive development strategy designed to maximize the development potential for SoBro;

1.3. Incorporate expansion options for the Music City Center into the overall growth strategy working in coordination with the Music City Center's project management and design teams (expansion options to be provided by Grantee)

1.4. Recommend compatible and synergistic uses to be around the Music City Center;

1.5. Identify potential economic development opportunities for private sector investment;

1.6. Identify infrastructure needs for the area that will set the stage for market-driven development and will better connect SoBro to other fast-growing areas in downtown including the Central Business District and The Gulch;

1.7. Provide recommendations for other public projects to ensure that SoBro has the amenities necessary for its continued enjoyment by visitors and quality of life for residents and businesses;

1.8. Perform all activities essential to developing a strategic master plan, including, but not limited to:

A. Perform activities necessary to understand the current state of SoBro and the adjacent context, including collecting and reviewing existing information, site reconnaissance and collection and analysis of new data and information and using such to create a series of baseline materials, analysis and assessments ("Baseline Assessments"), with such evaluations to include a review of the new Downtown Code, MDHA Downtown Market Study, and Downtown Streets Plan, Parking Study, and readily available flood mitigation reports;

B. Deliver a white paper and presentation of the existing conditions assessment for SoBro;

C. Work closely with Grantee and an advisory committee to develop a community involvement plan and supporting materials;

D. Provide progress reports to Grantee, including face-to-face reports;

E. Conduct a multi-day public workshop ("Charrette"), working side-by-side with citizens, principals, and stakeholders in an aggressive local community involvement process that will result in a series of options for moving forward;

F. Present the options obtained through the Charrette in a public meeting and third round of focus group meetings and stakeholder interviews;

G. Evaluate the strategic and urban design alternatives with Grantee, the advisory committee and the public to develop a preferred plan of action;

H. Work closely with Grantee to target the Master Plan to leverage existing investment and achieving desired outcomes;

I. Create implementation tools to support the Master Plan (development guidelines, safeguard measures and the mitigation plan); and

J. UDA Principal in charge to conduct a series of final presentations during an overnight trip to Nashville.

1.9. As requested, furnish Grantee periodic reports pertaining to the work or services undertaken under this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement;

1.10. Submit to Grantee, and require that any subcontractors submit to it, a completed "Disclosure of Lobbying Activities (Form SF-LLL) regarding the use of non-federal funds for lobbying within fifteen (15) days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed; and

1.11. Complete the Services in accordance with the schedule set forth in Exhibit A and incorporated herein by reference; **time is of the essence**.

2. **Compensation.** For the performance of this Agreement, Grantee shall pay UDA an all-inclusive maximum fixed fee of **Three Hundred Twenty Four Thousand Nine Hundred Dollars $324,900.00** (the "Compensation"), which shall (a) constitute full compensation due UDA for the Services furnished under the terms of this Agreement, including but not limited to, full compensation for the work, whether performed by UDA or UDA's subcontractors, materials, equipment, travel and lodging, insurance, licenses, taxes, fees, overheads, and all other costs incurred or to be incurred by UDA regardless of the difficulty, materials or equipment required; (b) be paid as UDA completes and invoices for, and Grantee approves, the milestones as set forth in Exhibit B; and (c) make no other payments whatsoever. The level of Compensation shall not be exceeded except as authorized by written amendment agreed upon by Grantee, the EDA and UDA. Notwithstanding anything herein to the contrary, Grantee has no liability to UDA for compensation for the Services other than the available funds received by Grantee from the EDA.

3. **Condition Precedent.** As a condition to entering into this Agreement, Authority requires that, concurrent with the execution hereof, UDA:

3.1. Complete and sign Authority's form authorizing electronic payments to UDA as set forth in Exhibit C;

3.2. Complete, sign and have notarized Authority's form affidavit regarding compliance with laws, contingent fees and nondiscrimination policies as set forth in Exhibit D;

3.3. Furnish Authority with original certificates and amendatory endorsements affecting insurance coverage required by Section 7 and with respect thereto, (i) provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to Authority and (ii) disclose, and obtain the approval of Authority of, any deductibles and/or self-insured retentions greater than ten thousand dollars ($10,000.00); and

3.4. Provide its Data Universal Numbering System (DUNS) number to Authority.

4. **Effective Date.** This Agreement shall not be effective until the date ("the Effective Date") on which it has been fully executed by all parties. It is the intent of the parties that the Effective Date of this Agreement shall be August 3, 2012.

5. **Term.** The term ("Term") of this Agreement begins on the Effective Date and ends upon final acceptance of the EDA.

6. **Ownership of Work Product/Assignment of Product Rights.**

6.1. All work products, including, but not limited to, notes, data, computer programs and documentation, text, maps, reports, calculations and exhibits produced by UDA in the performance of this Agreement (the "Work Product") shall be owned by Grantee, and, on completion or termination of this Agreement, UDA shall deliver the any and all Work Product to Grantee.

6.2. UDA hereby assigns to Grantee all rights, title and interest, including but not limited to copyright rights in the Work Product.

6.3. No report, maps or other documents produced in whole or in part under this Agreement may be the subject of an application for copyright by or on behalf of UDA.

7. **Insurance**

7.1. Without in any way limiting UDA's liability under this Agreement, throughout the term of this Agreement, UDA shall, at its sole expense, obtain and maintain in full force and effect the following types and amounts of insurance: (i) commercial general liability insurance in the amount of no less than one million dollars ($1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including, without limitation, contractual liability, personal injury, products and completed operations; (ii) automobile liability insurance in the amount of no less than one million dollars ($1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; (iii) professional liability insurance in the amount of no less than five hundred thousand dollars ($500,000.00); and (iv) workers compensation insurance with statutory limits required by Tennessee or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand dollars ($100,000.00).

7.2. The commercial general liability and automobile liability insurance obtained pursuant to Section 7.1 shall contain or be endorsed to contain a provision that includes Authority,

its directors, officers, agents and employees, and NDP and its directors, officers, agents and employees (the directors, officers, agents and employees of Authority and NDP, collectively referred to herein as "Representatives") as additional insureds with respect to liability arising out of work or operations performed by or on behalf of UDA including materials, parts, or equipment furnished in connection with the Services; Any and all insurance shall (i) contain no special limitations on the scope of its protection afforded to Grantee and its Representatives; (ii) be the primary insurance covering Grantee and its Representatives for any claims related to this Agreement; and (iii) contain or be endorsed to contain a waiver of subrogration against Grantee and its Representatives. Any insurance or self-insurance programs covering Grantee or its Representatives shall be excess of UDA's insurance and shall not contribute with it.

7.3. With respect to any and all insurance obtained pursuant to Section 7.1, UDA shall (i) place such insurance with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-; (ii) replace certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Services; and (iii) if requested by Authority, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance.

7.4. If UDA has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

7.5. UDA shall require that all subcontractors maintain from the time they are subcontracted and thereafter throughout the remainder of the term of this Agreement commercial general liability insurance, business automobile liability insurance and worker's compensation/employers liability insurance (unless subcontractor's employees are covered by UDA's insurance) in the same manner as specified above for UDA. UDA shall provide such subcontractor's certificates of insurance to Authority.

7.6. Should any of the required insurance be provided under a claims-made form, UDA shall maintain such coverage continuously as provided hereinabove and, without lapse, for a period of one year beyond the expiration of this Agreement, to the effect that, should occurrences during the term of the Agreement give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. This tail coverage requirement may be waived by Authority in writing where appropriate.

8. **Indemnification.**

8.1. UDA shall indemnify and hold harmless Grantee and its Representatives from:

A. **Any claims, damages, costs and attorney fees for injuries or damages to the extent caused by the negligent acts or omissions of UDA, its officers, employees or agents, including its sub- or independent contractors, in connection with the performance of this Agreement, and,**

B. **Any claims, damages, penalties, costs and attorney fees arising from any failure of UDA, its officers, employees or agents, including its subcontractors, to observe**

subcontracts for any work covered by this Agreement so that these provisions will be binding upon each subcontractor, provided that the foregoing provisions may not apply to contracts or subcontracts for standard commercial supplies or raw materials. Furthermore, UDA certifies and warrants that all Services shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by the Metropolitan Government of Nashville and Davidson County.

12. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Authority contracts.

13. **Small Business.** As represented in the UDA Response, UDA, which is certified as a small business, shall (i) maintain a minimum percentage of 55% of the Compensation for itself; (ii) subcontract out certain work to the small, minority- and women-owned business enterprises of Smith Gee Studio, Civil Site Design Group, Hawkins Partners and Varallo Public Relations, in the minimum percentages of 12%, 4%, 6% and 2%, respectively, of the Compensation and (iii) subcontract out the remainder of the work to The Eisen Group and Parson Brinckerhoff. If during the term of this Agreement, UDA fails to maintain the level of small business participation committed to in the UDA Response, or if any material representation made in the UDA Response concerning the small business status of any subcontractor or UDA's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false, Grantee, may, at its sole option and in addition to any other remedies available under this Agreement, at law or in equity, terminate this Agreement. Further, in the event that Grantee terminates this Agreement, UDA shall pay Grantee's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. In addition, Grantee may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Grantee as a result of the UDA's failure to maintain the level of small business participation to which it committed in the UDA Response.

[The Remainder of Page Left Blank Intentionally]

14. **Miscellaneous**

14.1. **Government Debarment** This Agreement is subject to Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)".

14.2. **Lobbying Disclosures.** This Agreement is subject to 31 U.S.C. 1352, as implemented at 15 CFR Part 28, "New Restrictions on Lobbying".

14.3. **Independent Contractor.** UDA is an independent contractor of Grantee. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Grantee on behalf of UDA or the employees of UDA. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

14.4. **Maintenance of Records.** UDA shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and any other records deemed necessary by Grantee to assure proper accounting for all Project funds, both federal and non-federal shares. These records shall be made available for audit purposes to Grantee or any authorized representatives of Grantee, and shall be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted by Grantee.

14.5. **Monitoring.** The UDA's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation, as requested, by Grantee, Metropolitan Government's Department of Finance and Division of Internal Audit, or their duly appointed representatives.

14.6. **Grantee Property.** Any Grantee property, including, but not limited to, books, records and equipment that is in UDA's possession shall be maintained by UDA in good condition and repair, and shall be returned to Grantee by UDA upon termination of this Agreement. All goods, documents, records, and other work product and property required to be produced pursuant to this Agreement are deemed to be Grantee property.

14.7. **Cooperation.** Each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, and principals.

14.8. **Assignment.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to UDA under this Agreement or obligations subcontracted pursuant to Section 13, neither this Agreement nor any of the rights and obligations of UDA hereunder shall be assigned or transferred in whole or in part without the prior written consent of Grantee. No assignment or transfer shall release UDA from its obligations

and copy: Tamara Dickson
Vice President – Economic Development
Downtown Nashville Partnership
One Nashville Place
150 4th Avenue North, Ste. G-150
Nashville, TN 37219
tdickson@nashvilledowntown.com

If to UDA, then: Barry J. Long, Jr.
President and CEO
Urban Design Associates, Ltd.
Gulf Tower, 31st Floor
707 Grant Street
Pittsburgh, PA 15219
barry.long@urbandesignassociates.com

Any such notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of such change to the other party in the manner provided above.

14.22. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

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

By: _____

Print Name: LARRY A. ATEMA
Its: Senior Project and Development Manager
Date: AUG 8, 2012

NASHVILLE DOWNTOWN PARTNERSHIP

By: _____

Print Name: Thomas D. Turner
Its: ~~Executive Director~~ President + CEO
Date: Aug 8, 2012

URBAN DESIGN ASSOCIATES, Ltd.

By: _____

Print Name: Barry J. Long, Jr.
Its: President and CEO
Date: 8/3/2012

EXHIBIT A

SCHEDULE OF PERFORMANCE

Phase	#	DELIVERABLES(1)	DUE DATES
		Execute Agreement	August 3, 2012
Understanding	1	Kick-off meeting	August 16, 2012
	2	Prep/Workshop No. 1	September 13, 2012
	3	Baseline Assessments (market/transportation/engineering/downtown code), SWOT analysis, the community involvement plan and materials, summary of community, white paper and existing conditions assessment	September 13, 2012
Exploring	4	Face-to-face progress report	October 4, 2012
	5	Prep/Workshop No. 2 (Charrette design, including facilitation, materials and notes for meetings, workshops, focus groups, etc.); preliminary strategic plan; preliminary urban design plan	October 18, 2012
Deciding	6	Preliminary draft master plan; progress report; coordination meeting	November 15, 2012
	7	Prep/Workshop No. 3	December 11, 2012
	8	Finalize and present Master Plan	January 15, 2013

(1) This is not a complete list of all possible deliverables under the Agreement, but instead is a list of those deliverables that are required to be done by or before the due dates listed here. Section 1 of the Agreement contains the list of Services to be performed by UDA.

EXHIBIT B

PRICING

The Compensation shall be paid together as invoiced in six (6) monthly installments, computed as approximately 5.23%, 14.77%, 50%, 9.23%, 11.53%, 9.23% respectively, of the Compensation, as follows:

1st payment: $16,980 (August invoice) To be paid upon completion of Phase I / Step 1 – the kick-off meeting—and receipt of an appropriate invoice from UDA.

2nd payment: $48,000 (September invoice) To be paid upon completion of all components of Phase I / Steps 2 & 3 and the associated deliverables as described in the Schedule of Performance in Exhibit A, incorporated herein by reference, including, without limitation, Workshop No. 1 and receipt by Grantee of the white paper and existing conditions assessment, and receipt of an appropriate invoice from UDA.

3rd payment: $162,450 (October invoice) To be paid upon completion of all components of Phase II / Step 4 & 5 and the associated deliverables as shown in the Schedule of Performance in Exhibit A, including, without limitation, the face-to-face progress report, Charrette, receipt by Grantee of the preliminary strategic plan and preliminary urban design plan, and receipt of an appropriate invoice from UDA.

4th payment: $30,000 (November invoice) To be paid upon completion of all components of Phase III / Step 6 and the associated deliverables as described in the Schedule of Performance in Exhibit A (the Prep/Workshop No. 3) and receipt of an appropriate invoice from UDA.

5th payment $37,470 (December invoice) To be paid upon completion of all components of Phase III / Step 7 and the associated deliverables as described in the Schedule of Performance in Exhibit A and receipt of an appropriate invoice from UDA.

6th payment: $30,000 (January invoice) To be paid upon completion of all components of Phase III / Step 8 and the associated deliverables as described in the Schedule of Performance in Exhibit A, including, without limitation, receipt by Grantee of the Master Plan and completion of all final presentations by UDA of the Master Plan, and receipt of an appropriate invoice from UDA.

EXHIBIT C

ACH FORM FOR ELECTRONIC PAYMENT

This Exhibit must be completed by UDA to facilitate payment of services.

EXHIBIT D
AFFIDAVIT

State of Pennsylvania **County of** Allegheny

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the PRESIDENT & CEO (Title) of URBAN DESIGN ASSOCIATES, LTD. (UDA) and that UDA is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that UDA has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that UDA is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that UDA has not retained anyone in violation of the foregoing.

Nondiscrimination: UDA, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:
By: [signature]
Title: PRESIDENT & CEO
Address: 202 GRANT ST., 31ST FLOOR, PGH, PA. 15219

Sworn to and subscribed before me on this 20 day of JULY, 2011.

[signature]
Notary Public
My commission expires: 8/4/2013

NOTARIAL SEAL
GAIL A ARMSTRONG
Notary Public
PITTSBURGH CITY, ALLEGHENY CNTY
My Commission Expires Aug 4, 2013

EXHIBIT E

DEPARTMENT OF COMMERCE

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

The Department of Commerce Financial Assistance Standard Terms and Conditions can be found at the following url address: http://www2.ntia.doc.gov/files/award_docs/DOC-STCsMAR08Rev.pdf.

EXHIBIT F

URBAN DESIGN ASSOCIATES, LTD'S RESPONSE TO RFQ #SMP01-2012

LOBBY EXHIBIT LICENSE AGREEMENT

BETWEEN

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

AND

NASHVILLE SONGWRITERS FOUNDATION, INC.

DATED AS OF OCTOBER ___, 2012

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LOBBY EXHIBIT LICENSE AGREEMENT

This Lobby Exhibit License Agreement (this "Agreement") is dated October ___, 2012 (the "Effective Date") by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Authority") and the **NASHVILLE SONGWRITERS FOUNDATION, INC.** (known as the Nashville Songwriters Hall of Fame Foundation and referred to herein as "NSHOFF").

WITNESSETH:

WHEREAS, the Authority issued Request for Proposal #LEP01-2012 on July 13, 2012 (the "RFP") seeking not-for-profit organizations to develop a permanent music-related exhibit that could enhance and compliment the design of the interior and exterior space of the Music City Center designated as the "Demonbreun Street Lower Lobby" and "Northeast Plaza", respectively, as such space is more specifically described in Exhibit A and incorporated herein by reference;

WHEREAS, NSHOFF is a not-for-profit 501(c)(3) organization dedicated to honoring and preserving the songwriting legacy of the Nashville music community and inducts songwriters on an annual basis, with occasional special inductions, into the Nashville Songwriters Hall of Fame;

WHEREAS, NSHOFF desires to leave a lasting legacy to its Hall of Fame members by having their names enshrined in the Music City Center;

WHEREAS, NSHOFF provided a proposal in response to the RFP (the "NSHOFF Response") and such proposal provided that NSHOFF would develop an exhibit composed of: (1) a large crab orchard stone panel outside at the corner of 5th Avenue and Demonbreun Street, dedicating that square exterior space to Nashville songwriters, which panel would be surrounded by additional crab orchard stone pavers engraved with one hundred eighty-four (184) names of the current Hall of Famers, their year of induction and most famous composition and with space for forty (40) years of inductees (the "Songwriters Square"); (2) on the outside stone steps leading up the main lobby, crab orchard stone bands engraved with the same information as in the Songwriters Square (the "Engraved Steps"); and (3) upon 300 square feet of space along the escalator wall in the Demonbreun Street Lower Lobby, a 5 feet deep by 12 feet tall by 60 feet long exhibit (the "Interior Exhibit") composed of (i) three (3) fifty-five-inch touch-screens through which visitors can see and hear the Hall of Famers' work "on demand" as well as obtain facts about such Hall of Famers, (ii) artifacts to be displayed on wall space and display cases, and (iii) a dedication of the space to the Nashville Songwriters Hall of Fame (collectively the "Lobby Exhibit");

WHEREAS, NSHOFF holds an annual dinner, which includes an induction ceremony and show ("Induction Ceremony Dinner") and NSHOFF desires to hold its future Induction Ceremony Dinners, beginning in 2013, at the Music City Center and to use the Interior Exhibit and the Songwriters Square for fundraising and entertainment purposes as such space is available;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensed Premises.** The "Licensed Premises" shall mean the exterior and interior space upon which the Lobby Exhibit shall abut or be situated pursuant to this Agreement.

2. **License.** The Authority hereby grants to NSHOFF, and NSHOFF hereby accepts and agrees to exercise, a license to use the Licensed Premises for the sole purpose of developing, constructing, and maintaining the Lobby Exhibit as set forth in Sections 6 and 7 (the "Purpose"). It is not a license to possess or occupy, except for the limited and non-exclusive occupation necessary for the Purpose, the Licensed Premises nor is it a license to use the Licensed Premises for any reason or purpose other than the Purpose. Further, it is not a license to use or occupy the Demonbreun Street Lower Lobby or the Northeast Plaza. Any use by NSHOFF of the Demonbreun Street Lower Lobby or the Northeast Plaza for fundraising, entertainment or any other purposes, other than the Purpose, requires that NSHOFF enter into a separate definitive written agreement with the Authority covering the licensing of such space as is required in the Authority's ordinary course of business. Furthermore, the Authority reserves for itself or its agents, contractors or concessionaires the exclusive right to provide the following sales and services at the Music City Center: (a) food and beverage services (the Authority shall provide all food and beverage service in the Music City Center and no outside food and beverages may be brought into the Music City Center without the written approval of the Authority); (b) electrical services (the Authority serves as its own electrical service contractor and provider of all electrical services in the Music City Center); (c) telecommunications and data services (the Authority is the sole provider of telephone, Internet, high speed data communications in the Music City Center, as all communications needs are to be exclusively provided by the Music City Center.); (d) rigging services (all rigging needs at the Music City Center shall be exclusively provided by the Authority); and (e) sales of all merchandise, event staffing and other services. NSHOFF shall not engage in or undertake the sale of any of the aforesaid articles or privileges, without the prior written consent of the Authority.

3. **Term.** The initial term of this Agreement shall be for a period of approximately twenty (20) years and eight (8) months (the "Term") beginning on the Effective Date and terminating on June 30, 2033. Provided NSHOFF is not in default hereunder, NSHOFF may, at its option, renew this Agreement for two (2) successive five (5) year periods (the "Extension Term(s)"), commencing on July 1, 2033, upon all terms, conditions, and obligations set forth herein. NSHOFF shall provide the Authority with written notice at least two (2) years before the expiration of the original Term of this Agreement and at least one (1) year for any subsequent Extension Term if it desires to exercise any of said extension options. All other terms shall remain in effect during any Extension Term unless modified in writing and signed by both parties.

4. **License Fee.**

4.1. **Annual License Fee.** Commencing on July 1, 2013, NSHOFF shall pay and the Authority shall accept in full satisfaction of license fees due hereunder the amounts set forth in the schedule described on Exhibit B attached hereto and incorporated herein by reference. License fees for the preceding year shall be due on July 1st of each year throughout the Term of this Agreement.

4.2. **License Fee for Extension Term.** Commencing at the beginning of the first year of the Extension Term, the license fee obligation shall increase (relative to the previous year's license fee obligation) by the percentage increase, if any, in the CPI, as such term is defined below; provided, however, that each annual increase in the license fee obligation shall not be less than one and a half percent (1.5%) of the previous year's license fee. As used herein, "CPI" shall mean the Consumer Price Index for All Urban Consumers – South Urban Area, All Items, U.S.A. Area, 1982-1984=100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average). If such index is discontinued, CPI shall then mean the most nearly comparable index published by the Bureau of Labor Statistics or other official agency of the United States Government as determined by the Authority. License fees for the preceding year during any Extension Term shall be due on July 1st of each year throughout the Term of this Agreement.

5. **Approval of Lobby Exhibit Plans.**

5.1. **Development of the Final Plans.** Preliminary plans and specifications for the Lobby Exhibit have been submitted by NSHOFF and approved by the Authority and are attached hereto as Exhibit C (the "Initial Plans"). NSHOFF and the Authority acknowledge that the Project Architect (as defined in Section 6.2.B) shall, working together with NSHOFF and the Authority, periodically revise the Initial Plans and that the Initial Plans will evolve into final plans as revisions are made and more specificity is added (such final plans and specifications being hereinafter referred to collectively as the "Final Plans"). The Final Plans will be submitted to the Authority for review and approval and the Authority shall, within thirty (30) days of receiving such, provide written notice to NSHOFF approving or denying the Final Plans, as the case may be.

5.2. **Changes to Final Plans.** Notwithstanding the Authority's approval of the Final Plans, NSHOFF shall be responsible for correcting any mistakes, errors or omissions contained in the Final Plans, including any mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the Final Plans were developed or approved. After the approval of the Final Plans, NSHOFF shall provide written notice to the Authority of any proposed material changes (defined as any change which materially affects installation, scheduling, site preparation, maintenance or the concept of the Lobby Exhibit as represented in the Final Plans, including, among other things, alterations necessary for safety, strength, structural integrity, compliance with laws, or as requested by the Authority to address the Authority's concerns with risk in the artistic expression, design, dimension or materials of the Lobby Exhibit

that is not in substantial conformity with the Final Plans) before proceeding with such changes, and such changes shall be subject to the written approval of the Authority.

6. **Construction and Installation of Lobby Exhibit.**

6.1. The Authority shall do the following with respect to the construction of the Lobby Exhibit:

A. Upon the funding of the escrow account by NSHOFF set forth in Section 11.4, enter into a Non-GMP Change Order with Bell/Clark (a joint venture comprised of Clark Construction Group, LLC and Bell & Associates Construction, LP) causing, in a good and workmanlike manner and in accordance with the Final Plans, the installation of conduit for electrical to the Interior Exhibit; acquisition of interior limestone and exterior crab orchard stone; coordination of the necessary modifications to the hardscrape at proposed Songwriters Square; installation of stud framing and back-up for stone wall and reveal wall against escalator; and installation of stone panels in the Lobby Exhibit (the "Authority's Scope of Work"); and

B. Secure any and all required licenses, permits and other legal authorizations as may be necessary for the Authority's Scope of Work.

6.2. NSHOFF shall do the following with respect to the installation of the Lobby Exhibit:

A. Provide conceptual designs to the Authority of all elements of the Lobby Exhibit;

B. Engage Tuck-Hinton Architects (the "Project Architect") to provide conceptual designs, development drawings and construction documents as well as to supervise contract documents and bidding and provide construction administration;

C. After completion of the Authority's Scope of Work, and in coordination with the Authority's project and development staff, use its commercially reasonable efforts to cause the installation of the Lobby Exhibit by its contractors and their respective subcontractors and others responsible for such construction in substantial accordance with the Final Plans, including as follows:

(1) provide and install all wood millwork/casework and metal counters and accents, all glass display cases and artifact mounting, and all touch screens, speakers, lighting, computer equipment and associated wiring;

(2) engrave all interior and exterior stone with language approved by the Authority. All such work to receive lithocrome stain and is to be performed at the Licensed Premises;

(3) provide and install operating software customized to NSHOFF content; and

(4) provide written content for the digital portions of the Lobby Exhibit, including general narrative and biographical sketches of members of the NSHOFF.

(Section 6.2.B.(1)-(4) are collectively referred to herein as the "NSHOFF Scope of Work.")

D. As set forth in Section 11.4, contribute all of the funding required, and directly pay, for the NSHOFF's Scope of Work, including, without limitation, any and all materials, real property and personal property, labor and equipment needed to complete the NSHOFF's Scope of Work;

E. Secure and purchase any and all required licenses, permits and other legal authorizations as may be necessary for the development, construction or maintenance of the NSHOFF's Scope of Work;

F. Upon the Authority's approval of the conceptual designs, provide the Authority with development or structural drawings, prepared, signed and stamped by a qualified State of Tennessee-licensed engineer, that details every physical feature of the construction of the Lobby Exhibit and its integration with the Licensed Premises, and construction documents. These drawings and construction documents shall indicate any issues involved in the construction, integration and maintenance of the Lobby Exhibit;

G. Inspect and use commercially reasonable efforts to cause the Project Architect and others to verify that the construction is being carried out in substantial accordance with the Final Plans;

H. Immediately inform the Authority of any issue that may result in the Lobby Exhibit not being completed in accordance with the Final Plans, including, without limitation, any issue that may result in a delay in the schedule to complete the Lobby Exhibit;

I. Work with the Authority in preparing a "punch-list", which punch-list shall be subject to the approval of the Authority, and coordinate and direct the completing of the items on the punch-list until final completion of the Lobby Exhibit, the determination of the completion of which shall be subject to the satisfaction of the Authority;

J. Not interfere with any other work going on, or with anyone else, within the Music City Center;

K. Be responsible for (a) any clean-up of the Licensed Premises made necessary by the NSHOFF's Scope of Work, including, but not limited to, removal of equipment, materials and (b) the repair of any portion of the Licensed Premises or surrounding area damaged by the NSHOFF's Scope of Work; and

L. Take reasonable measures to protect or preserve the integrity of the Lobby Exhibit, including, but not limited to, applying protective or anti-graffiti coatings.

7. **Maintenance and Repairs.**

7.1. **Authority's Janitorial Services and Electricity.** Upon completion of the construction and installation of the Lobby Exhibit, NSHOFF shall provide the Authority information necessary for the Authority to properly clean the Lobby Exhibit. Thereafter throughout the remainder of the Term of this Agreement, the Authority, in exchange for the payment of the license fee, shall provide janitorial services to clean the Lobby Exhibit in a manner comparable to the rest of the Music City Center. In exchange for the payment of the license fee, the Authority shall provide for all utilities, including without limitation, the electricity powering the three touch-screens, serving the Lobby Exhibit. Notwithstanding the foregoing, should the Licensed Premises result in the Authority incurring expenses for janitorial services or utilities charges in excess of the license fee, NSHOFF shall be reimburse the Authority for such excess charges.

7.2. **NSHOFF to Repair and Maintain.** With the exception of janitorial services and utilities to be provided by the Authority pursuant to Section 7.1 hereinabove, NSHOFF shall keep, repair, and maintain the Lobby Exhibit in good condition and at a level consistent with a first class exhibit. Further, NSHOFF shall be responsible for the repair the Lobby Exhibit at its sole cost and expense and without reimbursement or contribution from the Authority.

7.3. **Maintenance and Repair Contractors.** NSHOFF shall negotiate and execute contracts for the maintenance (including, without limitation, changing out of displays, updating of digital content, engraving future Hall of Fame member names on the stone) and repair, as needed, of the Lobby Exhibit with qualified contractors and vendors that are approved by the Authority.

7.4. **Necessity of Repairs.** If NSHOFF does not make repairs promptly and adequately when required to do so, after a written Authority demand to make such repairs and a reasonable opportunity thereafter to commence such repairs, the Authority may, but need not, make such repairs, and NSHOFF shall pay the Authority, on written demand, the cost thereof. All repairs made by NSHOFF shall be at least equal in quality to the original work performed in constructing the Lobby Exhibit. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that NSHOFF in any event shall make all repairs necessary to avoid any structural damage or other damage or injury to the Licensed Premises and to keep the Licensed Premises in compliance with any applicable requirements.

7.5. **NSHOFF Maintenance and Repair Contacts.** Prior to the completion of the construction of the Lobby Exhibit, NSHOFF shall submit to the Authority a list of its board representatives and Hall of Fame members responsible for checking the Lobby Exhibit on a day-to-day basis. Such board representatives and Hall of Fame members shall be able to enter the Music City Center to inspect it only when the Music City Center is open to the public. Unless NSHOFF provides a written notice of a point of contact for repairs that is different than the contact named in Section 20.13, the

directors, officers, employees, or agents, including its contractors or sub-contractors in connection with the performance of this Agreement or (b) the failure of NSHOFF, its directors, officers, employees or agents, including its contractors or sub-contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

9.3. Notwithstanding any language to the contrary contained herein or in any attachment or other document provided by NSHOFF, the Authority shall not indemnify, defend or hold harmless in any fashion NSHOFF from any claims arising from any failure, regardless of any language in any attachment or other document that NSHOFF may provide.

9.4. The obligations of this Section 9 shall survive expiration or earlier termination of this Agreement.

10. **Conditions Precedent.**

10.1. **Affidavit.** Complete, sign and have notarized the Authority's form affidavit regarding compliance with laws, contingent fees and nondiscrimination policies as set forth in Exhibit D.

10.2. **Insurance Certificates.** Furnish the Authority with original certificates and amendatory endorsements affecting insurance coverage required by Section 8, and with respect thereto, (a) provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the Authority and (b) disclose, and obtain the approval of the Authority of, any deductibles and/or self-insured retentions greater than ten thousand dollars ($10,000.00).

11. **NSHOFF Responsibilities and Covenants.**

11.1. **Announcements.** Unless not feasible (due to an unforeseeable news event), NSHOFF shall, at least sixty (60) days prior to such dates, provide written notice to the Authority of dates on which NSHOFF expects to make major news announcements or when the Licensed Premises may be the location of major photo opportunities due to announcements, induction ceremonies, or unveilings of newly-engraved names of inductees.

11.2. **Operational Covenants.** Throughout the Term, NSHOFF covenants (a) to remain a non-profit corporation in good standing with the State of Tennessee and abide by, and comply with its Articles of Incorporation and its Bylaws, and all amendments to each; (b) at the request of the Authority, to require the Executive Director or Board Chair of NSHOFF to attend meetings of the Authority and its committees, and to respond to questions of the Authority board and its committees, orally or in writing; (c) not to transfer or distribute funds or assets to another entity other than in the ordinary course of business without the prior written consent of the Authority or where the asset is being returned pursuant to the original conveyance agreement or understanding; (d) to operate its business consistent with its mission; (e) not to

permit any illegal practice to be carried on or committed in the Licensed Premises; (f) not to make, use or allow the Licensed Premises to be used for any purposes other than is expressly permitted or in any manner that might invalidate or make inoperative any policy of insurance of any kind whatsoever at any time carried on the Licensed Premises; and (g) comply with all applicable federal, state, and local governmental statutes, rules, regulations, ordinances, and directives and all rules and regulations from time to time adopted or prescribed by the Authority for the government and management of the Licensed Premises.

11.3. **Copyrights, Royalties and Trademarks.** NSHOFF warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during NSHOFF's use of the Licensed Premises unless NSHOFF has obtained written permission from the copyright or trademark holder. NSHOFF covenants to comply strictly with all laws respecting copyright, royalties and trademarks. NSHOFF shall indemnify and hold the Authority, its board members, officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

11.4. **Financial Commitment.** Prior to commencement of the Authority's Scope of Work, as set forth in Section 6.1, NSHOFF (a) shall have escrowed in a form and account acceptable to the Authority a minimum of One Hundred and Fifty Thousand Dollars ($150,000.00) to be used exclusively for the Authority's Scope of Work and the removal or tear-out of the Lobby Exhibit should NSHOFF default on its NSHOFF Scope of Work obligations (the "Escrowed Funds"); and (b) shall provide evidence to the Authority that it has readily available and at its disposal the necessary funds in a minimum amount of an additional Five Hundred Thousand Dollars ($500,000.00) in the form of deposits, financing, fundraising receipts, pledges, or grants, in a form satisfactory to the Authority in its sole discretion, to fund the NSHOFF Scope of Work. If NSHOFF and the Authority ever determine that the actual amount payable to the Authority in connection with the Authority's Scope of Work and the removal or tear-out of the Lobby Exhibit will exceed the Escrowed Funds, then NSHOFF and the Authority will agree upon a further deposit to be made by NSHOFF into the Escrowed Funds to ensure that sufficient Escrowed Funds exist to pay the full amount required for the Authority's Scope of Work and tear-out of the Lobby Exhibit. Once the NSHOFF Scope of Work has been completed, the Authority shall release any remaining funds held in escrow to NSHOFF.

11.5. **Endowment Fund.** NSHOFF commits to establish an endowment fund of a minimum of Seven Hundred and Fifty Thousand Dollars ($750,000.00) by December 31, 2013 to be used exclusively for related operating expenses, including for the maintenance, repair and upkeep of the Lobby Exhibit and to be used for changing out displays and updating digital content, and engraving future Hall of Fame member names on Engraved Steps (the "Endowment Fund"). NSHOFF shall

permit the Authority (or its designee) to review its books and records to determine the Endowment Fund balance and any expenses attributed to the Endowment Fund.

11.6. **Contractors and Related Liens.** NSHOFF shall not allow, and the Authority shall not be responsible for, any contractors' liens or related liens recorded against the Licensed Premises arising from work performed or materials supplied to the Licensed Premises by NSHOFF or NSHOFF's directors, agents, employees, officers, contractors, subcontractors, vendors or materialmen.

11.7. **Control of the Music City Center.** The Music City Center, including the Licensed Premises and the keys thereto, at all times remains under the charge and control of the Authority. The Authority or its designee reserves the right to enter the Licensed Premises at any time for any purpose, including removal of any person who is disrupting or obstructing the proper operation and management of the Premises. Further, the Authority reserves the right to require the removal of any exhibit or display that, in the opinion of the Authority, is incompatible with the general character and objectives of the Authority. Further, nothing herein shall prevent or restrict the Authority from using, leasing, or licensing the Licensed Premises in the ordinary course of business.

11.8. **Annual Induction Dinners and Shows.** During the Term of this Agreement and any Extension Term, NSHOFF agrees to license space at the Music City Center to host its annual Induction Ceremony Dinner, provided that the Authority is not in default of its obligations under this Agreement; that the parties are able to schedule dates that are mutually convenient; and that any fees or expenses charged for the space and related services are done so in the Authority's ordinary course of business.

12. **Assignment and Sublicensing.** Neither this Agreement nor any of the rights and obligations of NSHOFF hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Authority. NSHOFF shall not assign, transfer, mortgage, pledge, hypothecate or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Agreement or any interest under it; allow to exist or occur any transfer of or lien upon this Agreement or NSHOFF's interest herein by operation of law (provided that NSHOFF may contest such lien and not be in violation hereunder); or sublicense the Licensed Premises or any part thereof. In no event shall this license be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this license or any rights or privileges hereunder be an asset of NSHOFF under any bankruptcy, insolvency or reorganization proceedings. Consent by the Authority to any assignment, sublicensing, use or transfer shall not operate to relieve NSHOFF from any covenant or obligation under this Agreement except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve NSHOFF from obtaining the Authority's consent to any subsequent assignment, transfer, lien, charge, sublicensing or use. NSHOFF shall pay all of the Authority's costs, charges and expenses, including attorney's fees, incurred with any assignment, transfer, lien, charge, sublicensing or use made or requested by NSHOFF.

13. **Fire or Other Casualty.** If all or any portion of the Licensed Premises become partially or wholly destroyed or damaged by fire or other casualty and such fire or other casualty is covered by insurance, the Authority shall use the available insurance proceeds to repair the damage and there shall be an equitable abatement of the license fees during the period of repair or restoration.

14. **Condemnation.** In the event the Licensed Premises are taken in condemnation proceedings, NSHOFF may cancel this Agreement. In the event any part of the Licensed Premises are taken in condemnation proceedings or governmental taking so that in the reasonable business judgment of NSHOFF the Licensed Premises remaining would be an unsatisfactory site for the Nashville Songwriter's Hall of Fame, NSHOFF may cancel this Agreement or, at its option, continue to license that portion of the Licensed Premises not taken. In the event NSHOFF continue to license the Licensed Premises, the Authority shall promptly restore the remaining premises to proper condition. Until the Licensed Premises are restored to its proper condition, the license fee obligation shall abate. Thereafter, the license fee obligation shall be reduced in proportion to the amount of the area of the Licensed Premises lost.

15. **Default; Termination; Remedies.**

    15.1. **NSHOFF Default.** The Authority may immediately terminate this Agreement for the following defaults by NSHOFF by providing written notice of termination and specifying the reason for the termination if (a) NSHOFF breaches this Agreement by refusing or failing, within ten (10) days after receiving written notice of a breach from the Authority, to perform its obligations listed in Section 6 hereinabove in accordance with the Timeline as set forth in Exhibit D; (b) NSHOFF fails to, within thirty (30) days after receiving written notice of a breach of any other material term, condition or provision of this Agreement, cure the default, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, NSHOFF does not commence the cure within the thirty (30) day period and proceed thereafter with reasonable diligence and in good faith to cure the default; (c) NSHOFF ceases to exist; (d) NSHOFF (i) files a petition as a debtor in bankruptcy, (ii) executes an assignment for the benefit of creditors, (iii) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for all or substantially all of NSHOFF's property; (e) NSHOFF fails to establish or maintain the Endowment Fund; or (f) a court or governmental authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to NSHOFF or with respect to any substantial part of NSHOFF's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of NSHOFF. Such termination shall not relieve NSHOFF of any liability to the Authority for damages, including, without limitation, costs and attorneys fees sustained by virtue of any breach by NSHOFF. In the event NSHOFF defaults, whether or not the Authority terminates this Agreement, the Authority shall have the right to pursue any remedies available to it under the law or in equity.

15.2. **Authority Default.** If the Authority shall be in default hereunder, NSHOFF, after thirty (30) days notice that NSHOFF intends to cure the default, shall have the right, but not the obligation to cure the default, and the Authority shall pay to NSHOFF upon demand the cost thereof within thirty (30) days. If the Authority does not make such payments to NSHOFF within thirty (30) days, NSHOFF may offset the amount due from the Authority against any payments for license fees or other payments due the Authority, if any, and pursue its legal remedies. Except when in the NSHOFF's reasonable judgment an emergency shall exist, NSHOFF shall not commence to cure any default of a nature that could not reasonably be cured within a period of thirty (30) days, provided the Authority shall have commenced to cure the default within the cure period and so long as the Authority proceeds with reasonable diligence and in good faith to cure the default. Notwithstanding any other provision of this Agreement, in no event shall the Authority be liable to NSHOFF (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement.

15.3. **Removal Upon Termination.** If in the sole discretion of the Authority, it is determined that the Interior Exhibit can be removed with little to no damage to the Licensed Premises, then, upon termination of this Agreement, NSHOFF may, according to the plan and timeline of the Authority, have the Interior Exhibit removed. Any removal of the Songwriters Square, the Engraved Steps, or any part thereof shall require the prior written approval of the Authority, which approval may be unreasonably withheld. Any damage to the Licensed Premises or other parts of the Music City Center caused by removal of the Lobby Exhibit or any part of the Lobby Exhibit must be repaired or paid by NSHOFF. If, after termination of this Agreement, any part of the Lobby Exhibit is not removed within thirty (30) days receipt by NSHOFF of written notice of Authority's demand for such removal, then such part of the Lobby Exhibit not removed shall become the Authority's property or the Authority may remove such parts of the Lobby Exhibit and charge NSHOFF for any expenses incurred in such removal.

15.4. **Remedies.** The rights and remedies of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Nothing in this Agreement shall constitute a waiver or limitation of any rights, which the Authority may have under applicable law. Upon termination of this Agreement prior to expiration of the term specified in Section 3, this Agreement shall terminate and be of no further force or effect. Notwithstanding anything herein to the contrary, this Section 15 shall survive termination of this Agreement.

16. **Contingent Fees.** NSHOFF hereby represents that NSHOFF has not been retained or retained any persons to solicit or secure this Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this

Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Authority contracts.

17. **Nondiscrimination.** With regard to all aspects of this Agreement, NSHOFF certifies and warrants that it shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, disability or any other classification protected by federal or Tennessee State Constitutional or statutory law, or which is in violation of applicable laws concerning the employment of individuals with disabilities. Furthermore, NSHOFF certifies and warrants that all services (including but not limited to the design services, as well as any construction, repair or other infrastructure improvements) made through this Agreement shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by the Metropolitan Government of Nashville and Davidson County.

18. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Authority contracts.

19. **Small Business.** As represented in the NSHOFF Response, NSHOFF commits to spend a minimum of forty percent (40%) of the costs associated with the NSHOFF's Scope of Work with small business enterprises as reasonably approved and certified by the Authority or other recognized organizations, reasonably acceptable to the Authority, that certify such business enterprises. If during the Term of this Agreement, NSHOFF fails to maintain the level of small business participation, or if any material representation made in the NSHOFF Response concerning the small business status of any subcontractor or NSHOFF's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false, the Authority, may, at its sole option and in addition to any other remedies available under this Agreement, at law or in equity, terminate this Agreement. Further, in the event that the Authority terminates this Agreement, NSHOFF shall pay the Authority's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. In addition, the Authority may, at its sole discretion,

assess a charge representing the cost of all audit and legal time and expense incurred by the Authority as a result of the NSHOFF's failure to maintain the level of small business participation to which it committed in the NSHOFF Response.

20. **Miscellaneous**

20.1. **Cooperation.** Each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, and principals. Unless a specific time is provided pursuant to this Agreement for giving approvals, disapprovals or notifications, the Authority shall provide all such approvals, disapprovals and notifications within commercially reasonable time

20.2. **No Partnership.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

20.3. **Authorization.** NSHOFF 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 NSHOFF and constitutes a valid obligation legally binding upon and enforceable against NSHOFF. The 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 Authority and constitutes a valid obligation legally binding upon and enforceable against the Authority.

20.4. **Waiver.** The failure of the Authority or NSHOFF to insist upon the strict performance of this Agreement, or the failure of the Authority or NSHOFF to exercise any right, option or remedy contained in this Agreement shall not be construed as a waiver for the future of any such provision, right, option, or remedy, or as a waiver of any subsequent breach. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party so waiving.

20.5. **Hold Over.** Any holding over by NSHOFF beyond the Term or Extension Term of this Agreement shall be on the same terms and conditions as contained herein, and shall be a periodic tenancy terminable by either party upon thirty (30) days' prior written notice to the other party.

20.6. **Force Majeure.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Agreement by any

strike, lockout, or labor dispute not caused by the negligence or breach of such non-performing party or the breach of a labor contract by such non-performing party; the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing party; an act of God; governmental restrictions, regulations or controls not existing as of the Effective Date; enemy or hostile governmental action; civil commotion, insurrection, fire or other casualty not resulting from the non-performing party's negligence or other actions; or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of the event.

20.7. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

20.8. **Modification of Agreement.** This Agreement may be modified only by written amendment signed by both parties, and the requirement of a written amendment may not be waived.

20.9. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.

20.10. **Entire Agreement.** This instrument, its attachments, any duly executed amendments, the documents incorporated herein by reference and any written agreements which are duly executed pursuant to the terms and provisions of this Agreement, if any, contain the entire agreement between the parties and there are no covenants, express or implied except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this Agreement shall be valid or binding.

20.11. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators and assigns.

20.12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and may not be modified or amended, except in a written instrument signed by both parties. Any legal venue for claims or actions arising from this Agreement shall be exclusively in Nashville, Davidson County, Tennessee.

20.13. **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 (with a copy sent by United States first class mail, postage prepaid), as follows:

If to the Authority, then:	Executive Director Convention Center Authority for the Government of Nashville and Davidson County 201 Fifth Avenue South Nashville, TN 37203
and if, prior to completion of construction, then copy:	Senior Project and Development Manager Convention Center Authority for the Government of Nashville and Davidson County 413 Fifth Avenue South Nashville, TN 37203
If to NSHOFF, then:	Chairman Nashville Songwriters Hall of Fame Foundation P.O. Box 121775 Nashville, TN 37212

Any such notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of such change to the other party in the manner provided above.

20.14. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

[The remainder of this page has been intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

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

By: _____

Name: _____
Its: Chairman

NASHVILLE SONGWRITERS FOUNDATION, INC.

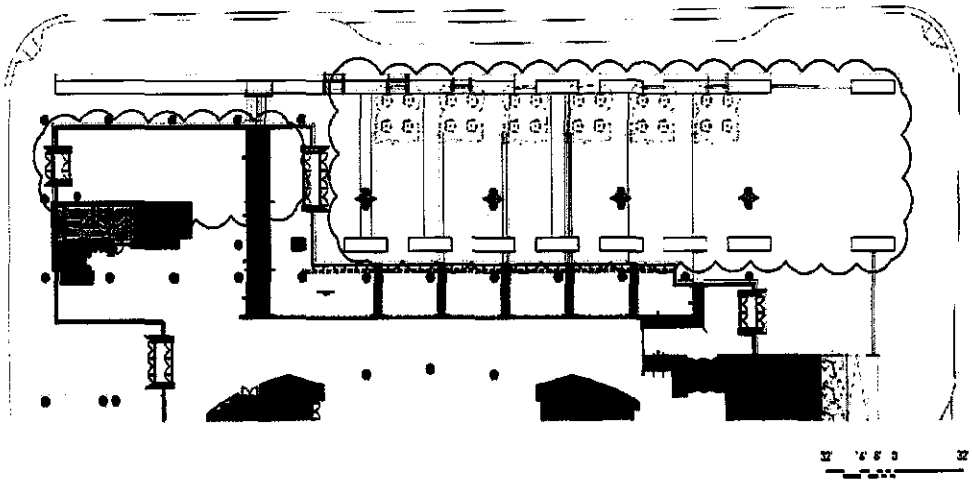
By: _____

Name: _____
Its: Chairman

EXHIBIT A

Music City Center Demonbreun Street Lower Lobby and Northeast Plaza

DEMONBREUN



KOREAN VETERAN'S BOULEVARD

EXHIBIT B

Schedule of License Fees

License Years	Annual License Fee Obligation
Years 1-5	$12,000
Years 6-10	$14,000
Years 11-15	$16,000
Years 16-20	$18,000

EXHIBIT C

Preliminary Plans

The preliminary plans are as depicted on pages 5 through 10, including the architectural designs and drawings, of the NSHOFF Response, a copy of which pages are attached and incorporated herein.

EXHIBIT D

Affidavit

State of _____ **County of** _____

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (NSHOFF) and that NSHOFF is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that NSHOFF has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that NSHOFF is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that NSHOFF has not retained anyone in violation of the foregoing.

Nondiscrimination: NSHOFF, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:
By: _____
Title: _____
Address: _____

Sworn to and subscribed before me on this ___ day of _____, 2012.

_____
Notary Public
My commission expires: _____

AMENDMENT NO. 2
TO AGREEMENT BETWEEN
THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND JEFFERSON STREET UNITED MERCHANTS PARTNERHIP, CDC

This Amendment (this "Amendment") is effective as of the ____ day of August, 2012, by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **JEFFERSON STREET UNITED MERHANTS PARTNERSHIP, COMMUNITY DEVELOPMENT CORPORATION** ("Contractor"), a public benefit corporation doing business under the laws of Tennessee.

W I T N E S S E T H:

WHEREAS, the Convention Center Authority and Contractor entered into that certain Agreement dated June ____, 2011 (the "Agreement") wherein Contractor agreed to perform the duties and services consistent with the continuation of the workforce development program and as requested by the Convention Center Authority;

WHEREAS, the Convention Center Authority and Contractor amended the Agreement as of June ___, 2012;

WHEREAS, the Convention Center Authority and Contractor desire and intend that the Agreement be further modified and amended in accordance with the terms of this Amendment.

In consideration of the duties, covenants and obligations of the other hereunder and under the Agreement, and for other good and valuable consideration, the Convention Center Authority and Contractor hereby agree as follows:

1. DEFINED TERMS. Except to the extent to which the same may be defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

2. TERM. Notwithstanding any other term or provision of the Agreement to the contrary, the term of this agreement shall be extended until April 30, 2013.

3. DUTIES AND RESPONSIBILITIES. The Contractor, for the term of this Amendment, agrees to perform the duties and services consistent with the continuation of the workforce development program and as may be requested by the Convention Center Authority from time to time (the "Services", as further set forth on Exhibit A hereto).

4. COMPENSATION. The Contractor shall be paid a monthly fee of $8,500.00 for the Services provided to the Convention Center Authority, which shall be invoiced on a monthly basis detailing the work and services performed, as set forth on the budget approved by the Convention Center Authority on Exhibit B hereto. Notwithstanding the foregoing, the monthly fee may be increased in the event that the Contractor hires a workforce development supervisor

to assist it with carrying out the Services to be provided herein. In such event, the Convention Center Authority agrees to increase the monthly fee as of the date of such hire by the lesser of the actual monthly salary and benefits for such supervisor or $4,000.00. In no event shall the monthly fee exceed $12,500.00. Payments shall be made after approval by the Convention Center Authority. During the term of the Agreement, the Authority will continue to be responsible for the utility expenses associated with the workforce trailer so long as it is in place at the project site. In addition, the Authority will make available four (4) computers to the Contractor to be returned to the Authority at any time requested by the Authority and in no event later than April 30, 2013.

5. TERMINATION. The Convention Center Authority may, at its option, terminate the Agreement for any reason whatsoever by giving a notice of termination to Contractor, and this Agreement shall terminate on the later of the date the notice of termination is given or the date set forth in such notice of termination.

6. RATIFICATION; FULL FORCE AND EFFECT; ENTIRE AGREEMENT. In the event any of the terms or provisions of this Amendment conflict in any way with any of the terms or provisions of the Agreement, the applicable terms and provisions of this Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Agreement shall remain in full force and effect. The Agreement, as amended hereby, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Agreement in any respect shall be binding unless evidenced by an agreement in writing signed by the Convention Center Authority and Contractor.

7. EXECUTIVE IN COUNTERPARTS. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (.pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

[signature pages follow]

IN WITNESS WHEREOF, the Convention Center Authority and Contractor hereby execute this Amendment on the first date set forth above, to be effective as of the first day written above.

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

By: _____
Chairman of the Board

Date: _____

JEFFERSON STREET UNITED MERHANTS PARTNERSHIP, COMMUNITY DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

[Duties and Responsibilities]

- Continue the recruiting and job placement activities of the workforce development program (the "Program");
- Recruit eligible participants and applicants for the Program;
- Conduct screening and referral of applicants;
- Maintain relationships with the Program's Community-Based Organizations;
- Manage the Program's marketing strategy and business plan;
- Promote the Program, including participating in various public forums;
- Participate in meetings, review sessions and assist with providing progress reports and outcomes; and
- Work to identify and secure new funding source(s) for the Program to ensure its continuation past the completion of the Music City Center.

EXHIBIT B

[Program Budget]

Workforce Budget 2012-2013 DRAFT

Type	Description	Monthly Budget
Personnel		
	K'Nesha Ewing	1,300
	Tamika Word	1,750
	JUMP Management	4,167
Personnel Subtotal		**7,217**
Health Insurance		
	JUMP Management	750
Health Insurance Subtotal		**750**
Expenses		
	Avionte	380
	Office Supplies / Overhead	153
Expenses Subtotal		**533**
SUBTOTAL - WITHOUT SUPERVISOR		**8,500**
Supervisor Cost		
	Supervisor Salary	3,390
	Supervisor Insurance	610
Supervisor Subtotal		**4,000**
SUBTOTAL WITH SUPERVISOR		**12,500**
MCC Funded Expenses		
	Utilities	600
GRAND TOTAL		**13,100**

October 4, 2012

Music City Center Executive Director Compensation

Salary Recommended by Cushion Associates –		$210,900 (75th percentile)
Current Salary -		$142,600
Difference -		$ 68,300
Proposed Salary Adjustment Timeline -	January 1, 2013	$ 20,000
	July 1, 2013	$ 20,000
	January 1, 2014	$ 28,300
	Total Adjustment	$ 68,300
Salary After Adjustments -		$210,900