MINUTES OF THE 28th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 28th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on April 5, 2012 at 8:01 a.m., in Room 103-104 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: *Mark Arnold, Marty Dickens, Francis Guess, Ken Levitan, **Vonda McDaniel, ***Luke Simons, Mona Lisa Warren, Leo Waters, and **Vice-Mayor Diane Neighbors, Ex-Officio

AUTHORITY MEMBERS NOT PRESENT: Willie McDonald

OTHERS PRESENT: Larry Atema, Charles Robert Bone, Rich Riebeling, Charles Starks, Barbara Solari, Mark Sturtevant, Steve Campbell, Kristen Heggie, Gary Schalmo, Debbie Frank, Roxianne Bethune, Patrick Holcombe, Natasha Blackshear, Ryan Johnson, Donovan Rowe, Peter Heidenreich, Heidi Runion, Terry Clements, Kim McDoniel, Holly McCall, Jasmine Quattlebaum, Ed Henley, Quinton Wells, and Martin Patterson.

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

The Authority then took a recess for an executive session at 8:01 a.m.

The meeting resumed at 8:58 a.m.

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.

Mark Arnold gave an update from the Finance & Audit committee meeting and Charles Starks was asked to report on the Nashville Convention Center FY 2013 budget. (Attachment #1)

ACTION: Leo Waters made a motion to approve the Nashville Convention Center FY 2013 budget as presented and recommended by the Finance & Audit committee. The motion was seconded by Francis Guess and approved unanimously by the Authority.

* Denotes departure of Mark Arnold

Mr. Dickens announced that the next scheduled meeting of the CCA is May 3, 2012 at 8:00am.

Charles Starks then recognized Donovan Rowe as the Nashville Convention Center 2011 Jack W. Kuhn employee of the year.

Vonda McDaniel reported on the DBE & Procurement committee meeting.

ACTION: Vonda McDaniel made a motion to amend the procurement policy to assist service-disabled veteran businesses as it does small and disadvantaged businesses as recommended by the DBE & Procurement committee. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Mona Lisa Warren reported on the Marketing & Operations committee meeting.

** Denotes departure of Vice-Mayor Diane Neighbors and Vonda McDaniel

Mona Lisa Warren and Debbie Frank presented three pieces of commissioned art for the Music City Center and there was discussion.

ACTION: Luke Simons made a motion to approve the piece of commissioned art by Jamal Sheets as recommended by the Marketing & Operations committee. The motion was seconded by Ken Levitan and approved unanimously by the Authority.

ACTION: Luke Simons made a motion to approve the piece of commissioned art by Alisha Henry as recommended by the Marketing & Operations committee. The motion was seconded by Ken Levitan and approved unanimously.

The selection of art for the Sixth Avenue wall was deferred.

ACTION: Mona Lisa Warren made a motion to accept Rich Boyd's proposal as the Music City Center art consultant as recommended by the Marketing & Operations committee. The motion was seconded by Luke Simons and after discussion was approved unanimously by the Authority.

Charles Starks was then asked to discuss the AT&T agreement. (Attachment #2)

ACTION: Mona Lisa Warren made a motion to accept Metro's Contract with AT&T; approve an agreement with AT&T to provide voice, data, internet services and hosting services for the Music City Center; and authorize Mr. Starks to execute the agreement and any related documents. The motion was seconded by Luke Simons and after discussion was approved unanimously by the Authority with Marty Dickens abstaining.

Leo Waters reported on the Construction & Development Committee meeting. Mr. Waters also discussed a request from the Songwriters Hall of Fame to have a permanent exhibit in the MCC. (Attachment #3)

ACTION: Leo Waters made a motion to approve the 27th Meeting Minutes of February 2, 2012. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Charles Robert Bone was then asked to discuss the hotel development and funding agreement and amended and restated room block agreement. (Attachment #4 and #5)

ACTION: Luke Simons made a motion to approve the third amendment to the development and funding agreement including the amended and restated room block agreement and authorizing Mr. Dickens to execute those documents and any related documents and take any actions necessary or appropriate to formalize such. The motion was seconded by Leo Waters and approved unanimously by the Authority.

Patrick Holcombe gave a project update. (Attachment #1)

Charles Starks was asked to give a technology update.

ACTION: Luke Simons made a motion to authorize Charles Starks to make the initial hardware and technology purchases pursuant to the Authority's and Metro's contract with Presido The motion was seconded by Ken Levitan and after discussion approved unanimously by the Authority.

***Denotes departure of Luke Simons

Mr. Starks also discussed the food and beverage RFP. He then gave a tax collection update. (Attachment #1)

There was additional discussion and then with no additional business a motion was made to adjourn, with no objection the CCA adjourned at 10:23 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 28th Meeting Minutes
of April 5, 2012

CONVENTION CENTER AUTHORITY

April 5, 2012

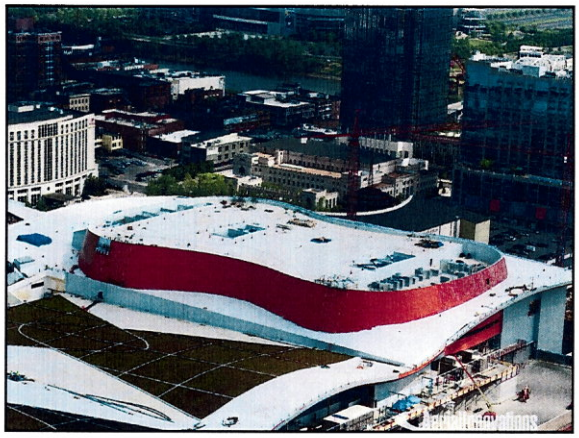
APPEAL OF DECISIONS

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.*

CONGRATULATIONS!!

Donovan Rowe

2011 Jack W. Kuhn
Employee of the Year



FINANCE & AUDIT COMMITTEE

Nashville Convention Center Budget

Fiscal Year 2013

FY 2013 Budget Summary

- Revenue down $11,000 from FY '12
- Operating Expenses up $94,000 over FY '12
- Budget Highlights:
  - Utility Expenses up slightly
  - 3% Personnel Merit Increase Pool $77,600
  - MCC Dir of Engineering & Contract Administrator for 10 months $144,900
- Increase in operating loss over FY '12 - $105,000
- Projected FY '13 operating loss of - $874,800

*Note: Changes in Internal services fees and LOCAP have yet to be determined by Metro

FY 2013 Personnel

- Last Merit Increase was FY '09
- FY '11: 2% Lump Sum Salary Adjustment Paid in August
  Longevity Restored
- FY '12: 1.5% Lump Sum Salary Adjustment paid in July
  Maintain Longevity
- FY '13: 3% Proposed Merit Increase Pool
  Maintain Longevity

*Note: Lump sum salary adjustments for FY '11 and FY '12 were capped at $100,000

Nashville Convention Center

Number of Events

FY09	234
FY10	243
FY11	237
FY12	231 (est.)

Attendance

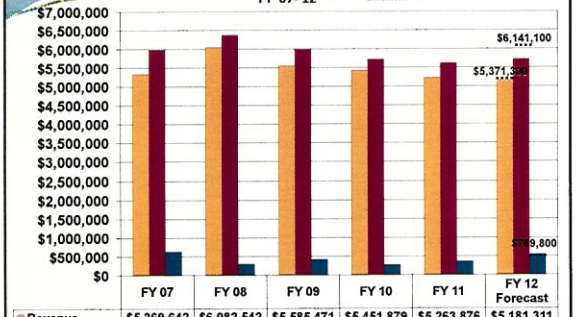
FY09	296,776
FY10	340,960
FY11	290,639
FY12	311,884 (est.)

Economic Impact

FY09	$106,180,837
FY10	$112,087,852
FY11	$94,941,088
FY12	$95,496,430 (est.)

Revenue/Expenses/Operating Loss

FY '07-'12

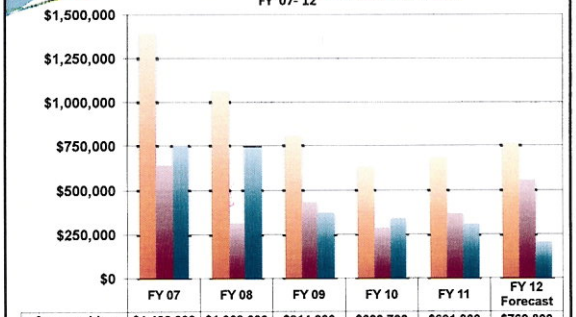


	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12 Forecast
Revenue	$5,369,642	$6,082,542	$5,585,471	$5,451,879	$5,263,876	$5,181,311
Expenses	$6,014,805	$6,399,641	$6,021,181	$5,743,355	$5,639,587	$5,742,376
Operating Loss	$645,163	$317,099	$435,710	$291,476	$375,711	$561,045

Note: FY12 based on February Forecast ----- = budget

Operating Loss Analysis

FY '07-'12



	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12 Forecast
Approved Loss	$1,406,000	$1,068,600	$814,300	$633,700	$691,800	$769,800
Actual Loss	$645,163	$317,099	$435,710	$291,476	$375,711	$561,045
Variance	$760,837	$751,501	$378,590	$342,224	$316,089	$208,755

Note: FY12 based on February Forecast

FY '12 vs. FY '13 Revenue

	FY '12 Budget	FY '12 Forecast	FY '13 Budget	Variance
Building Rental	2,288,300	2,323,751	2,335,100	11,349
F&B	1,169,600	1,002,705	1,132,600	129,895
Utility	541,400	525,364	541,400	16,036
Security	320,700	296,631	320,700	24,069
Communications	378,700	424,442	378,700	(45,742)
All Other	672,600	608,438	651,800	43,362
Total Revenues	5,371,300	5,181,331	5,360,300	178,969

* Variance is FY '13 Budget to FY '12 Forecast
Note: FY '13 Budget is $11,000 less than FY '12 Budget
FY12 based on February Forecast

FY 2013 Budget

Fixed Expenses

	FY07	FY08	FY09	FY10	FY11	FY12 Forecast	FY13 Proposed
Personnel Services	$2,673,769	$2,905,853	$2,883,104	$2,865,985	$2,889,860	$2,894,433	$3,269,100
Utilities	$1,326,719	$1,357,618	$1,469,349	$1,309,583	$1,353,448	$1,379,595	$1,408,000
Security	$276,240	$349,313	$252,382	$296,180	$227,837	$233,628	$259,800
EMT	$63,974	$73,643	$71,430	$71,772	$73,206	$71,616	$76,800
Internal Service Fees	$210,366	$281,127	$236,576	$238,596	$208,317	$208,451	$212,600
Insurance	$75,429	$88,599	$92,079	$97,200	$100,900	$112,150	$120,700
Landscaping	$18,900	$18,900	$19,152	$19,918	$20,907	$18,900	$19,200
Bldg Maint Contracts	$81,463	$79,783	$86,931	$90,222	$93,238	$95,380	$92,568
Total	$4,726,860	$5,154,836	$5,111,003	$4,989,456	$4,967,713	$5,014,153	$5,458,768
Total % of Expenses	78.6%	80.5%	84.9%	86.9%	89.8%	81.7%	87.5%

Fixed expenses include personnel services, utilities, internal service fees, insurance, and contracts (i.e.: security, EMT, landscaping, maintenance,)
Note: FY12 based on February Forecast

FY '12 vs. '13 Expenses

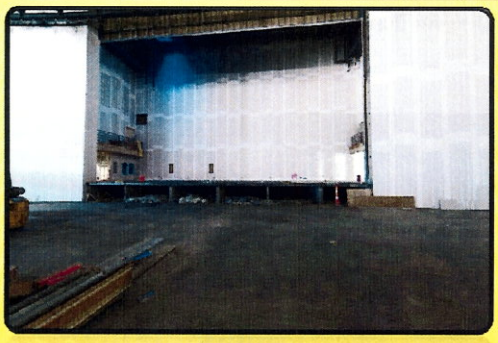
	FY '12 Budget	FY '12 Forecast	FY '13 Budget	Variance
Personnel	3,117,600	2,894,433	3,269,100	374,667
Electric	505,900	534,814	538,200	3,386
DES	865,100	804,285	828,018	23,733
Internal Svcs	231,600	208,451	212,600	4,149
Temp Labor	197,500	187,125	189,500	2,375
Travel	65,500	57,535	65,800	8,265
Security	258,600	233,628	259,800	26,172
All Other	899,300	822,105	872,082	49,977
Total	6,141,100	5,742,376	6,235,100	492,724

* Variance is FY '13 Budget to FY '12 Forecast
Note: FY '13 Budget is $94,000 more than FY '12 Budget
FY12 based on February Forecast

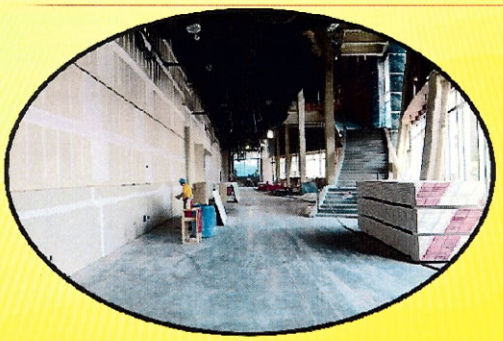
Nashville Convention Center Budget

Fiscal Year 2013

MARKETING & OPERATIONS COMMITTEE



CONSTRUCTION & DEVELOPMENT COMMITTEE



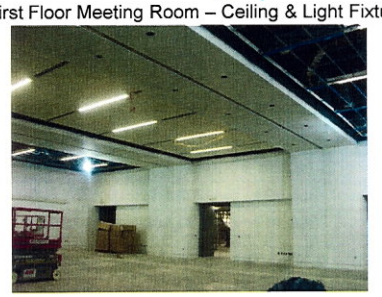
DBE & PROCUREMENT COMMITTEE

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

Construction Progress Update

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

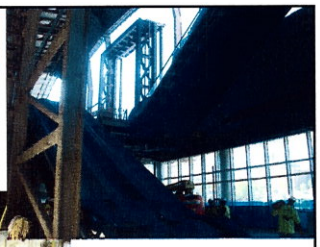
•First Floor Meeting Room – Ceiling & Light Fixtures



BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

•Bathroom Installation ongoing

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony



•All 26 escalators have been installed

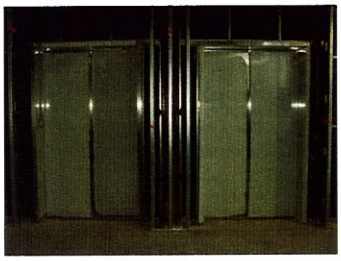
BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

•Exterior Soffit Installation started this month

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

•Elevator installation is ongoing.

•15 of the 20 elevators have everything installed except for cab finishes



BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

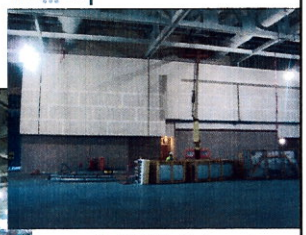
•Portions of the green roof have been installed

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

•Interior work on the North Concourse

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

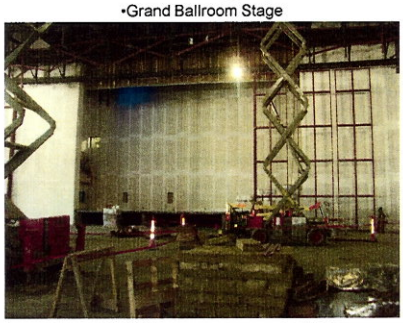
•Exhibit Hall ceiling painted

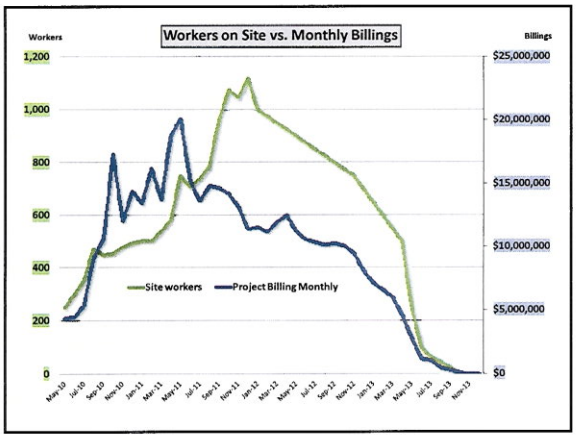


•Exhibit Hall drywall installation

BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

•Grand Ballroom Stage





BELL CLARK CONSTRUCTION
A JOINT VENTURE
In Association with harmony

Quality/Closeout

- Latista
  - Quality Control
  - Punch List
- Closeout
  - Codes
  - DBE
  - LEED
  - Financial

MCC/HOTEL TAX COLLECTION

AS OF JANUARY 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 10-11
July	$950,195	$372,222	$950,065	$41,145	$107,934	$2,421,562	23.11%
August	$897,050	$353,000	$887,063	$50,318	$107,305	$2,294,736	40.63%
September	$903,843	$352,054	$845,285	$52,147	$108,239	$2,261,568	25.84%
October	$1,061,177	$400,434	$929,113	$61,800	$106,977	$2,559,501	33.36%
November	$838,897	$325,687	$784,524	$35,001	$94,598	$2,078,706	18.71%
December	$796,323	$306,905	$736,959	$60,979	$84,167	$1,985,333	4.07%
January	$696,875	$267,686	$685,086	$44,433	$76,048	$1,770,128	11.46%
February							
March							
April							
May							
June							
YTD Total	$6,144,359	$2,377,988	$5,818,095	$345,823	$685,268	$15,371,534	22.36%

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

MCC/HOTEL TAX COLLECTION

January Total Tax Collections

	2011	2012	Variance
5% Occupancy Tax	$1,572,321	$1,742,187	10.80%
Gross 1% Occupancy Tax	$314,464	$348,437	10.80%
$2 Room Tax	$625,307	$685,086	9.56%
Contracted Vehicle	$36,463	$44,433	21.86%
Rental Vehicle	$65,128	$76,048	16.77%
$.50 Room Tax	$156,322	$171,270	9.56%
Total Collections	**$2,770,005**	**$3,067,461**	**10.74%**
Total YTD Collections	**$20,998,835**	**$26,736,495**	**27.32%**

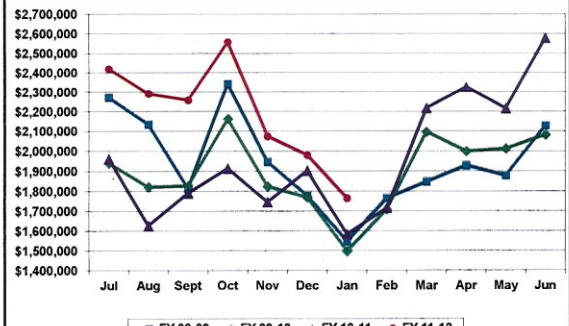
MCC Portion of January Tax Collections

	2011	2012	Variance
2/5 of 5% Occupancy Tax	$628,928	$696,875	10.80%
Net 1% Occupancy Tax	$232,295	$267,686	15.24%
$2 Room Tax	$625,307	$685,086	9.56%
Contracted Vehicle	$36,463	$44,433	21.86%
Rental Vehicle	$65,128	$76,048	16.77%
MCC Collections	**$1,588,122**	**$1,770,128**	**11.46%**
MCC YTD Collections	**$12,562,093**	**$15,371,534**	**22.36%**

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

MCC TAX COLLECTIONS

As of January 31, 2012



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

AGREEMENT BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND AT&T CORP.

This Agreement (this "Agreement"), effective as of the ____ day of April, 2012, is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **AT&T CORP.** ("Contractor"), a corporation doing business under the laws of Tennessee.

W I T N E S S E T H:

WHEREAS, pursuant to Request for Proposal #08-53, Contractor was awarded a contract, as of June 5, 2009, for purchase services by the Metropolitan Government of Nashville and Davidson County (Metro Contract #18341 (Exhibit A), including the amendments thereto, the "Metro Contract") wherein the Contractor agreed to provide voice, data, internet services and hosting services to the Metropolitan Government;

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, pursuant to its procurement policy, the Convention Center Authority is authorized to purchase supplies, equipment and services under the provisions of contracts or price agreements entered into by other local governments;

WHEREAS, in furtherance of such plans, Convention Center Authority has determined that it is in the best interests of the project to request that Contractor, pursuant to the Metro Contract, provide certain services for the Music City Center;

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

1. Duties and Responsibilities. The Contractor, pursuant to the Metro Contract, agrees to provide voice, data, internet services and hosting services to the Convention Center Authority. As of the date of this Agreement, the Contractor is not providing wireless internet access and the Convention Center Authority reserves the right to purchase such services separately from any vendor.

2. Compensation. The Contractor shall be paid as invoiced for the goods and services, as set forth in the Pricing Schedules to the Metro Contract and within the rates authorized therein. There will be no other charges or fees for the performance of this Agreement.

Payments shall be made after approval by the Convention Center Authority, and such payments shall be made within thirty (30) days.

3. Metro Contract. The Metro Contract is hereby adopted by the parties and its terms, provisions and conditions are incorporated herein and shall be in full force and effect. In the event any of the terms or provisions of this Agreement conflict in any way with any of the terms or provisions of the Metro Contract, the applicable terms and provisions of this Agreement shall control.

4. Termination. The Convention Center Authority may, at its option, terminate the Agreement upon thirty (30) days written notice for any reason whatsoever by giving written 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.

5. Insurance. During the term of this Agreement, Contractor, consistent with the Metro Contract, shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement insurance for claims which may arise from or in connection with this Agreement.

6. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Convention Center 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. 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 Convention Center Authority contracts.

7. 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 a 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 Convention Center Authority contracts.

8. Employment and Nondiscrimination. It is the policy of Convention Center Authority that any person furnishing supplies or services to Authority, and to which any funds of Convention Center Authority are expended, shall establish equal employment opportunities for

all individuals so that no individual shall be excluded from employment by such person because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this Agreement, Contractor 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, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. Accordingly, Contractor, upon request, shall be required to show proof of such non-discrimination and to post in conspicuous places that are available to all employees and applicants, notices of non-discrimination.

9. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

10. Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations.

11. Maintenance of Records. Contractor shall maintain documentation for all charges against and/or submitted to the Convention Center Authority. The books, records and documents of Contractor, insofar as they relate to work performed or money receiver under the contract, shall be maintained for a period of three years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the Convention Center Authority or its duly appointed representatives.

12. Execution in 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 left black. Signature page(s) 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: _____
Executive Director

Date: _____

AT&T CORP.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

[Metro Contract - Attached]

NashvilleSongwriters
HALL OF FAME
700 12th Avenue South, suite 400
Nashville, TN 37203

March 30, 2012

Mr. Marty Dickens, Chairman
Nashville Convention Center Authority
601 Commerce Street
Nashville, TN 37203

Dear Marty,

Thanks for the time you, Charles Starks and Larry Atema gave to Ken Paulson and me over lunch Wednesday as we discussed the vision for the Nashville Songwriters Hall of Fame in the Music City Center. We are pleased you agree the Hall of Fame will be a very appropriate enhancement to the fabulous center the Authority is building.

Perhaps some background on our foundation and some assurances are in order. The Nashville Songwriters Hall of Fame Foundation is a 501(c)(3) organization dedicated to honoring and preserving the songwriting legacy that is uniquely associated with the Nashville music community, and sharing it with the world. For the last 41 years, we have been inducting songwriters into our Hall of Fame, and it now includes 184 members.

For many years, the foundation has had the goal of providing the Hall of Fame with a physical location, a "place" where our educational mission could be carried out, and where we could celebrate and archive the achievements and contributions made by our Hall of Fame members.

Our vision is that the Music City Center (and to a lesser degree, in a Belmont University-operated building on Music Row) will provide that permanent home—but the information conveyed will be very much cutting edge digital. Our conversations with architect Seab Tuck, whose firm we have engaged, lead us to believe that the escalator wall that faces Demonbreun – along with the walkway and public space leading to that point from Fifth Avenue – will be ideal for our purposes, and not interfere with foot traffic or functions of the MCC.

On that escalator wall, we would have the Nashville Songwriters Hall of Fame name, with a few artifacts, perhaps some super-graphics as well, as a complement to three 55-inch touch-screen monitors that would give visitors a "sight and sound on command" look at any or all of our Hall of Fame members and some of their most famous works.

We hope within a few weeks to have renderings to show the look of the display, and the method of "enshrining" our current Songwriters Hall of Fame members, with adequate space to continue for 30 years into the future. Seab Tuck has suggested, and we endorse, a concept that would have Hall of Fame members' names, year of induction, and a well-remembered song title or lyric line engraved into the walkway leading from Fifth to the escalator wall, and into the low stone walls that are planned for the exterior (but still under roof) area at the intersection of Fifth and Demonbreun.

As to assurances,the Nashville Songwriters Hall of Fame Foundation would expect to enter into a long-term agreement with the Music City Center outlining roles and responsibilities for the design, installation, maintenance and other upkeep related to the Hall. We anticipate the MCC would provide normal infrastructure (the walls and electricity that already are inherent to the building), and "dust and mop" janitorial upkeep as will be provided for the remainder of the building.

Our foundation would be responsible for funding the rest, to include design, fabrication, purchase and installation of all electronic equipment and sound system, and engraving of the names and other information on the already planned walkways and walls, along with annual updates of new members inducted, and occasional "refreshes" to the design and artifacts of the Hall. Further, we would like to have the option of modest display cases or vitrines for appropriate artifacts and/or occasional special displays or emphasis periods.

We are well into the early fundraising, with substantial cash and pledges from the three performing rights organizations, ASCAP, BMI and SESAC, and will launch and complete the remainder of the campaign immediately upon receipt of the renderings that will be required to show the concept to donors. While we do not have budget numbers yet, we anticipate the first year cost to be less than $1 million, and annual upkeep to be far less than that. We will raise two to three times the initial cost so funding will not be a concern for several years into the future.

And finally, we plan to be a regular "customer" of the Music City Center and work with your operations people to be the location of our annual 850-1,000 person dinner and

induction ceremony, beginning in October of 2013. We'll be in touch very soon to lock down a date.

Again, we will appreciate the Authority's favorable consideration of our request to make Nashville's Music City Center our home. It will be a winning combination—an appropriate recognition of songwriters in the songwriting capital of the world, and an attractive enhancement of the wonderful facility you are building.

Thank you. This will be a dream come true for the Nashville songwriting community.

Sincerely,

John Van Mol, Chairman

THIRD AMENDMENT TO THE DEVELOPMENT AND FUNDING AGREEMENT

THIS THIRD AMENDMENT TO THE DEVELOPMENT AND FUNDING AGREEMENT ("Third Amendment") is effective as of the ____ day of April, 2012 by and between Omni Nashville, LLC, a Delaware limited liability company ("Omni"), TRT Holdings, Inc., a corporation organized under the laws of the State of Delaware ("TRT Holdings"), and the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County ("Authority") (Omni, TRT Holdings and the Authority are collectively referred to herein as the "Parties").

WITNESSETH

WHEREAS, the Parties entered into that certain Development and Funding Agreement dated October 19, 2010 (the "Development and Funding Agreement") whereby, among other provisions, [i] Omni agreed to acquire the Site and design, construct, equip, finance and operate a premier headquarters hotel for the Music City Center; and [ii] the Authority agreed to provide certain tax abatements and financial incentives to Omni, including tax increment loan proceeds and financial incentives from certain funds received by the Authority; and

WHEREAS, the Parties previously entered into the certain First Amendment to the Development and Funding Agreement on November 15, 2010 whereby the Decision Deadline, as set forth in Section 2.2, was extended until December 31, 2010; and

WHEREAS, the Parties previously entered into the certain Second Amendment to the Development and Funding Agreement on April 29, 2011 whereby Section 4.3 was amended; and

WHEREAS, the Parties have agreed to further amend the Development and Funding Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. The second "whereas" paragraph of the Development and Funding Agreement (Tax Increment Revenue Loan Payment) is hereby amended and restated in its entirety as follows:

> **WHEREAS**, the Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks ("Music City Center"), to be owned and operated by the Authority; as used herein the term Music City Center shall not include the parking facility located under the convention center or any other on-site parking facilities; and

2. Section 4.5 (Completion of the Music City Center) of the Development and Funding Agreement is hereby deleted.

3. Section 4.7 (Authority's Representations, Warranties and Covenants) of the Development and Funding Agreement is hereby amended by adding sub-sections [d] and [e] to Section 4.7 as follows:

> [d] The Authority has entered into a Construction Management Agreement with BellClark, a Joint Venture, whereby the construction of the Music City Center shall by substantially completed by April 30, 2013, subject to force majeure and other events beyond the reasonable control of the Authority including without limitation, acts of God, fires, strikes, national disasters, wars, riots, material or labor restrictions, delays caused by unforeseen structural issues, weather delays, injunctions or other legal proceedings brought by third parties, and delays caused by unforeseen construction or site issues.
>
> [e] The Authority is party to a trust indenture governing the issuance of tourism tax revenue bonds issued to finance the construction of the Music City Center which obligates the Authority to adhere to various development and operating covenants and conditions.

4. The Amended and Restated Room Block Agreement is attached hereto as Exhibit D, which replaces the original Room Block Agreement dated October 19, 2010.

5. 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 Development and Funding Agreement.

6. In the event any of the terms or provisions of this Third Amendment conflict in any way with any of the terms or provisions of the Development and Funding Agreement, the applicable terms and provisions of this Third Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Development and Funding Agreement shall remain in full force and effect, and the Parties hereby ratify and reconfirm the Development and Funding Agreement as amended hereby. The Development and Funding 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 Development and Funding Agreement in any respect shall be binding unless evidenced by an agreement in writing signed by the Parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Third Amendment as of the day and year first above written.

AUTHORITY:

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

By: _____

Name: _____

Title: _____

OMNI:

OMNI NASHVILLE, LLC

By: _____

Name: _____

Title: _____

TRT HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Exhibit D

[Amended and Restated Room Block Agreement – attached]

AMENDED AND RESTATED ROOM BLOCK & MEETING SPACE AGREEMENT

Between

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

"Authority"

and

OMNI NASHVILLE, LLC

"Owner"

DATED: _____, 2012

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AMENDED AND RESTATED ROOM BLOCK & MEETING SPACE AGREEMENT

THIS AMENDED AND RESTATED ROOM BLOCK & MEETING SPACE AGREEMENT (the "**Agreement**") is made as of _____ (the "**Effective Date**"), by and between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "**Authority**") and OMNI NASHVILLE, LLC, a Delaware limited liability company ("**Owner**"). Owner and Authority are herein collectively referred to as the "**Parties**" and individually as a "**Party.**"

RECITALS

WHEREAS, the Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks, to be owned and operated by the Authority (hereinafter called the "**Music City Center**;" as used herein the term Music City Center shall not include the parking facility located under the convention center or any other on-site parking facilities); and

WHEREAS, in order to further implement the public purposes enumerated in Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended (the "**Act**"), the Authority desires to create certain economic and public benefits for the city and surrounding area of Nashville, Tennessee (the **"City"**) and to enhance the Music City Center by facilitating the development of a first class, full service hotel in the vicinity of the Music City Center; and

WHEREAS, Owner has committed to develop a first class convention center hotel of at least 800 rooms (the "**Hotel**") to be located adjacent to the Music City Center; and

WHEREAS, the Authority and Owner have entered into a Development and Funding Agreement (the "**Development Agreement**") under which the Parties agreed to, among other things, enter into a room block agreement pursuant to which specific percentages of the Hotel's standard guest rooms and suites will be reserved for specific periods of time for attendees, participants and planners of conventions and/or trade shows at the Music City Center; and

WHEREAS, the Authority and Owner intend for this Agreement to satisfy the above-referenced obligation of the Parties to the Development Agreement, and Omni is entering into this Agreement in exchange for the Authority providing certain tax abatements and financial incentives to Omni as set forth in the Development Agreement; and

WHEREAS, Owner shall grant to any successor and to any party which operates the Hotel on Owner's behalf (the "**Operator**") the authority and responsibility to administer, on behalf of Owner and as the Owner's agent, this Agreement; and

WHEREAS, the Authority and the Owner desire to enter into this Agreement for their mutual benefit;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

TERMS AND DEFINITIONS

In addition to terms defined in the body of this Agreement, the following terms have the meaning set forth in this Article I.

1.01 Agreement. As defined in the Recitals of this Agreement.

1.02 Authority. As defined in the preamble to this Agreement (or its successor) acting by and through the Director. Unless provided otherwise in this Agreement, the interests of the Authority are represented by the Director in this Agreement.

1.03 Binding Contract. The contract between Potential Convention Center Customer and Owner that sets forth the terms and conditions under which Owner will make an Event Room Block available to the attendees of a specific City-Wide Event.

1.04 Business Days. Each day other than a Saturday, Sunday, or any legal holiday recognized as such by Authority.

1.05 City. As defined in the Recitals of this Agreement.

1.06 City-Wide Event. A convention, trade show or other event to be held at the Music City Center during which a Potential Convention Center Customer, in anticipation of the event, requests that hotels in Nashville, Tennessee (including the Hotel) and the surrounding metropolitan areas provide, in the aggregate, a minimum of 1,000 guest rooms, using the guest room inventory of the Hotel and at least one additional hotel and utilizing the exhibit and/or meeting space in the Music City Center for one day or more while the event is being held.

1.07 Development Agreement. As defined in the Recitals of this Agreement.

1.08 Director. The Executive Director of the Music City Center or such person designated as such by the Authority's Board.

1.09 Effective Date. The date set forth in the preamble of this Agreement.

1.10 Exhibit A. Exhibit A is the first exhibit to this Agreement and specifies the functional procedures for administering the day-to-day requirements under the Agreement.

1.11 Event Night. A night during a City-Wide Event when the out-of-town participants of such City-Wide Event would reasonably be staying overnight in the City.

1.12 Event Room Block. A block of guest rooms at the Hotel, offered to or reserved for the planners/attendees of City-Wide Events.

1.13 Exempt Inventory. The difference between (i) the actual number of guest rooms at the Hotel and (ii) the Maximum Event Room Block.

1.14 Gate Show. An exhibition open to the public usually requiring an entrance fee such as an admission ticket.

1.15 Governmental Functions. Any regulatory, legislative, permitting, zoning, enforcement (including police power), licensing or other functions which Authority is authorized or required to perform in its capacity as a governmental authority in accordance with Legal Requirements.

1.16 Hotel. As defined in the Recitals of this Agreement.

1.17 Hotel Free-Sell Calendar. Dates, as mutually agreed to from time-to-time by the Owner and Authority, available to the Hotel to sell that are outside the parameters of the Room Block Agreement where Owner must hold inventory open for the Authority. Initially and until further modified by the parties, these dates shall include move-in/move-out dates; dates where the Music City Center is occupied by attendees utilizing room blocks in other hotels and not the Hotel; dates when the Music City Center is having a Gate Show; and broken time patterns unable to be sold by the Music City Center. Also initially included, and until further modified by the Parties, are (i) the following holiday dates encompassing no more than a total of three (3) days each: Memorial Day, Labor Day, Good Friday, and Easter and (ii) the period December 20-25. While the Authority is not required to agree to any subsequent or substitute dates for the Hotel Free-Sell Calendar, and may do so from time to time in its sole discretion and without creating any permanent exceptions to the room block commitment requirements set forth in this Agreement, the Authority is obligated to consider such free-sale requests based on the course of dealing and high level of cooperation, integration, and harmony that the Parties area obligated to maintain hereunder.

1.18 Initial Offer. Initial Offer shall have the meaning ascribed to it in Paragraph 2 of Exhibit A.

1.19 Legal Requirements. All laws, statutes, acts (including, without limitation, the Tennessee Open Records Act), ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all governments, quasi-governmental or regulatory authorities, that now or hereafter may be applicable to, (i) the Hotel and the operation thereof, including those relating to employees, zoning, building, health, safety and environmental matters, and accessibility of public facilities, (ii) Owner, (iii) Owner's business operations, and/or (iv) Authority and (b) the requirements of all documents properly filed in the real property records against the Hotel as of the date of this Agreement and delivered to Owner prior to the Effective Date.

1.20 Maximum Event Room Block. The Maximum Event Room Block for a City-Wide Event whose first Event Night is scheduled to occur thirty-six (36) calendar months or

more from the Initial Offer shall be eighty percent (80%) of the inventory of Suites plus eighty percent (80%) of the Standard Guest Rooms at the time of inquiry, and the Maximum Event Room Block for a City-Wide Event whose first Event Night is scheduled to occur between twenty-four (24) calendar months to the end of the thirty-fifth (35th) calendar month from the Initial Offer shall be fifty percent (50%) of the inventory of Suites plus fifty percent (50%) of the Standard Guest Rooms. In each case, the Maximum Event Room Block shall include up to the same proportion of the Meeting Facilities in the Hotel as the percentage of inventory included in the Maximum Event Room Block, plus the proportional amount of circulation and support area for those Meeting Facilities. Commensurate food and beverage minimums and room rentals can also be applied to the Maximum Event Room Block.

1.21 Meeting Facilities. The rentable function space in the Hotel, including without limitation, ballrooms, and meeting rooms.

1.22 Midweek. Monday through Friday.

1.23 Minimum Hotel Operating Standard. The operating criteria necessary to operate the Hotel at a level consistent with the current operating criteria necessary for a hotel property to receive the American Automobile Association's designation for Four-Diamond hotels, as further described and set forth in the Development Agreement. Owner shall at no time be required to demonstrate receipt or maintenance of such Four-Diamond rating.

1.24 Music City Center. As defined in the preamble to this Agreement and better defined as the convention center facility located at 5th Avenue South and Demonbreum Street, Nashville, Tennessee, excluding parking facilities located thereon.

1.25 NCVB. The Nashville Convention & Visitors Bureau or its successor.

1.26 Notice or notice. Each and every communication, request, reply, or advice required or permitted to be given, made or accepted by any party to this Agreement to any other party to this Agreement, each of which shall be given in writing, and deemed received by the intended recipient, in accordance with Section 7.02 below.

1.27 Opening Date. The date upon which the Hotel opens to the public.

1.28 Other Omni Hotels. All hotels and resorts in the United States that are owned or managed by Owner under the name "Omni".

1.29 Owner. As defined in the preamble to this Agreement.

1.30 Party. As defined in the preamble to this Agreement.

1.31 Parties. As defined in the preamble to this Agreement.

1.32 Potential Convention Center Customer. A person, entity, group or association (or any combination thereof) which is planning a City-Wide Event.

1.33 Rate Quote. Rate Quote shall have the meaning ascribed to it in Paragraph 2 of Exhibit A.

1.34 Room Block Request Notice. Room Block Request Notice shall have the meaning ascribed to it in Paragraph 1 of Exhibit A.

1.35 Standard Guest Rooms. The Hotel's entire inventory of single-bay sleeping rooms.

1.36 Suite. Any guest room comprised of multiple guest room bays.

1.37 Term. The Term of this Agreement shall be consistent with that set forth in Article V below.

1.38 Weekend. Saturdays and Sundays.

ARTICLE II

REPRESENTATIONS

2.01 Representations of Authority. The Authority hereby represents to Owner that as of the Effective Date:

(A) The Authority is a duly created and existing public, nonprofit corporation and is authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not, to the best of its knowledge, constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

2.02 Representations of Owner. The Owner hereby represents to Authority that as of the Effective Date:

(A) The Owner has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Owner.

(B) The Hotel will be managed by Omni Hotels Management Corporation, or an Affiliate of the Owner, as defined in the Development Agreement, which is knowledgeable and experienced in managing, operating and promoting first class hotels and resorts, including specifically convention center hotels

(C) In the event Owner enters into a Management Agreement, such Management Agreement shall have been approved in writing by Authority and conditioned on (i) the prior approval of the assignee or successor and a finding by the Authority that the proposed operator will operate and market the Hotel under a "first tier flag" brand name reasonably acceptable to the Authority (Westin, Sheraton, Marriott, Hilton, Renaissance, Hyatt or another national full-service hotel similar to Omni) and is financially capable of operating the Hotel in accordance with the Minimum Hotel Operating Standard and (ii) the prior execution by the proposed assignee or successor operator of a written agreement with the Authority under which the proposed operator agrees to assume all covenants and obligations of Owner. The Authority's consent shall not be unreasonably withheld or delayed.

(D) This Agreement has been duly authorized, execute and delivered and constitutes a legal, valid and binding obligation of the Owner, enforceable in accordance with its terms.

ARTICLE III

SPECIAL OBLIGATIONS OF AUTHORITY

3.01 Authority Requirements. In order to maintain consistency and accountability, Authority shall not assign this contract and the obligations listed herein to any other entity, except to another agency, department or instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee.

3.02 Records. The Authority hereby covenants that it shall keep reasonable and accurate records relating to events held at the Music City Center. On a monthly basis, Director will submit to Owner a summary of all applicable and actual potential bookings at the Music City Center in a manner that would enable a reasonable person to readily determine the future demand for rooms inventory at the Hotel, the Potential Convention Center Customer type (i.e., out-of-town, local, or gate), and move-in/move-out dates, to allow for Owner to manage its inventory.

3.03 Hotel Use of Music City Center Space. As additional space is needed, the Parties agree to cooperate with each other in providing space when space is available, following the applicable Party's booking guidelines and at the applicable Party's established rental rates.

3.04 Compliance with Obligations Set Forth in Exhibits. At all times during the Term, Authority covenants that it shall comply with all of its obligations set forth in Exhibit A which is attached hereto and hereby made a part of this Agreement for all purposes.

3.05 Headquarters Hotel. As set forth in the Development Agreement, during the Term, the Authority will designate the Hotel as the "headquarters hotel" for the Music City Center and the Hotel shall have right of first refusal for all Event Room Blocks, unless otherwise requested by the Potential Convention Center Customer and/or the Hotel would not be able to satisfy the Potential Convention Center Customer's requirements. Notwithstanding the foregoing provisions, the Authority shall not be prohibited from entering into a room block commitment agreement for the Music City Center that is subordinate in all respects to this Agreement.

SPECIAL OBLIGATIONS OF OWNER

4.01 Records. Owner shall keep reasonable and accurate records relating to the provision of services provided hereunder. Owner shall prepare and submit to the Director, with a copy to the NCVB, on a monthly basis, a summary of all applicable actual and potential bookings at the Hotel under this Agreement in a manner that would enable a reasonable person to readily determine the future room's inventory at the Hotel available to Authority under this Agreement.

4.02 Hotel Standards. Owner shall operate and maintain the Hotel in accordance with the Minimum Hotel Operating Standard.

4.03 Designated Representative. At all times during the Term, Owner will ensure that there is a designated representative available and authorized by Owner to perform the obligations set forth in this Agreement.

4.04 Compliance with Obligations Set Forth in Exhibits. At all times during the Term, Owner shall comply with all obligations of Owner that are set forth in Exhibit A which is attached hereto and hereby made a part of this Agreement for all purposes.

ARTICLE V

TERM AND TERMINATION

5.01 Commencement of the Term of this Agreement. The Term of this Agreement shall commence on the Effective Date.

5.02 Termination of the Term of this Agreement. The Term of this Agreement shall automatically terminate, without prior notice on the December 31st immediately following the later of either (i) the twentieth (20^{th}) anniversary of the Hotel's Opening Date or (ii) the final installment of the Annual Payment made under the Development Agreement.

5.03 Periodic Renovation/Restoration of Hotel and Music City Center. Owner may close portions of the Hotel and Authority may close portions of the Music City Center for renovation and restoration, but each Party shall notify the other in writing as early as possible but not later than least twelve (12) months prior to any such closure. Notwithstanding the foregoing notice requirements, the Parties agree to provide as much advance notice as possible and to take all commercially reasonably efforts to minimize the above-referenced closures. The Parties agree that during renovation or restoration of the Hotel, the number of rooms which are subject to this Agreement shall be proportionately reduced based on the number of rooms being renovated or restored. During such renovation or restoration, all reasonable efforts shall be made by each party to minimize disruption of events that are already booked at the Music City Center or recurring events at the Music City Center that the Parties anticipate are likely to be booked.

ARTICLE VI

EVENTS OF DEFAULT

6.01 Default. A default under the terms of this Agreement shall occur if any Party hereto shall materially breach any of the terms, conditions or covenants contained in this Agreement to be performed or observed by it, or materially breaches any of the terms of the Development Agreement, including but not limited to the Authority's failure to pay Owner any sum of money that is due, and such Party does not remedy such default within thirty (30) days after Notice or, if the default is of such character as to require more than thirty (30) days to remedy, then if such Party fails to commence to cure and correct the default within said thirty (30) day period and thereafter prosecute such corrective action diligently and without interruption and complete the cure thereof within ninety (90) days unless extended by mutual consent following the original Notice of such default (an "**Event of Default**"). Any Notice of Default shall be provided to Owner (and to operator, if different than the Owner) and shall also be given to Owner's mortgagee (if applicable and provided such mortgagee has provided Notice to the Authority and the director of its name and address where Notices to it hereunder are to be sent).

6.02 Remedies. If an Event of Default is not cured as provided in Section 6.01 hereof, then the non-defaulting Party shall have the right, as its sole and exclusive remedies, to either (i) initiate and thereafter prosecute an action in equity for the specific performance of any covenants or obligations to be performed by the defaulting Party hereunder or (ii) recover from the defaulting party for actual (but not punitive, special or consequential) damages. As to a Party's right to obtain specific performance under this Agreement, each Party acknowledges and agrees that its covenants, obligations and representations as set forth in this Agreement are a material and fundamental inducement to the other Party's agreement to enter into this Agreement such that actual damages may not be an adequate remedy at law for the breach hereof and each Party recognizes and agrees that monetary damages could not be calculated to compensate the non-defaulting Party for any material breach by the defaulting Party of the covenants and agreements contained in this Agreement.

6.03 Owner's Reservation of Rights. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall in no way limit Owner's rights and remedies

against a Potential Convention Center Customer resulting from such Potential Convention Center Customer's default under a Binding Contract with Owner.

6.04 No Liability to NCVB or Authority. In no event shall NCVB, Authority, The Metropolitan Government of Nashville and Davidson County, Tennessee, or any other entity, except to another agency, department or instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee be in any way responsible or liable for the performance by any Potential Convention Center Customer of such customer's obligations under its Binding Contract with the Owner or for any charges, liabilities or other sums owed by, or liabilities of, such Potential Convention Center Customer (or for those for whom it blocks rooms) due to Owner.

6.05 Mediation. If the Parties are in disagreement regarding any provision of this Agreement, the Parties, within thirty (30) days after the first notice given under this Agreement regarding such dispute, shall first submit such dispute to non-binding mediation in Nashville, Tennessee, with each party to bear their own costs and expenses and with each party to share the fees and expenses of the mediator equally. The duration of the mediation shall be limited to two business days and shall be concluded on or before thirty calendar days following the selection by the Parties of a mediator (or at such later date as the parties may agree). The Parties agree to meet with the mediator in good faith in an effort to resolve the dispute, and no Party may commence arbitration until completion of the mediation session. The Parties will cooperate (i) in selecting an independent mediator experienced in disputes of the subject and nature under dispute and (ii) in scheduling the mediation proceedings. No settlement reached by mediation will be binding unless agreed to in writing by the Parties. If mediation of the dispute fails to resolve the dispute, any such unresolved dispute shall then be submitted to arbitration in accordance with the provisions of Section 6.06. Notwithstanding the foregoing, nothing shall prevent the Parties from first attempting in good faith to resolve any such dispute promptly by negotiation between executives and/or appropriate representatives of each party who have authority to resolve the dispute.

6.06 Arbitration

(A) In the event that mediation, as set forth in Section 6.05 is unsuccessful, the Parties shall submit disputes to mandatory arbitration in accordance with the provisions of this Section 6.06; provided, however, the waiver in this Section 6.06 will not prevent the Authority or Owner from commencing an action in any court for the sole purposes of enforcing the obligation of the other party to submit to binding arbitration or the enforcement of an award granted by arbitration herein. Any dispute between the Authority and Owner as to the interpretation of any provision of this Agreement or the rights and obligations of any party hereunder shall be resolve through binding arbitration as hereinafter provided in Nashville, Tennessee. Notwithstanding the foregoing, prior to submitting any dispute hereunder to arbitration, the Authority and Owner shall first attempt in good faith, for thirty (30) days after the first notice given under this Agreement regarding such dispute, to resolve any such dispute promptly by negotiation between executives of each party who have authority to settle the dispute, which shall include an in person meeting between such executives in Nashville, Tennessee.

(B) If arbitration is required to resolve a dispute between the Authority and Owner, the Authority and Owner shall agree upon one (1) arbitrator to resolve the dispute. The arbitrator must be a neutral party having at least fifteen (15) years experience in the subject matter of the dispute and must be mutually acceptable to both Parties.

(C) The arbitrator selected pursuant to Section 6.06(B) above will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all Parties to the arbitration proceeding. The arbitrator may use the rules of the American Arbitration Association for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible. Accordingly, the arbitrator may (1) dispense with any formal rules of evidence and allow hearsay testimony so as to limit the number of witnesses required, (2) minimize discovery procedures as the arbitrator deems appropriate, and (3) limit the time for presentation of any party's case as well as the amount of information or number of witnesses to be presented in connection with any hearing. In any event, the arbitrator (A) shall permit each side no more than two (2) depositions (including any deposition of experts), which depositions may not exceed four (4) hours each, one set of 10 interrogatories (inclusive of sub-parts) and one set of five (5) document requests (inclusive of sub-parts), (B) shall not permit any requests for admissions, (C) shall limit the hearing, if any, to two (2) days, and (D) shall render his or her decision within sixty (60) days of the filing of the arbitration.

(D) The arbitrator will have the exclusive authority to determine and award costs of arbitration and the costs incurred by any party for its attorneys, advisors and consultants.

(E) Any award made by the arbitrator shall be binding on the Authority, Owner and all Parties to the arbitration and shall be enforceable to the fullest extent of the law.

(F) In reaching any determination or award, the arbitrator will apply the laws of the state in which the Hotel is located. Except as permitted under Section 6.06(D) above, the arbitrator's award will be limited to actual damages and will not include consequential, special, punitive or exemplary damages. Nothing contained in this Agreement will be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement. All privileges under state and federal law, including, without limitation, attorney-client, work product and party communication privileges, shall be preserved and protected. All experts engaged by a party must be disclosed to the other party within fourteen (14) days after the date of notice and demand for arbitration is given.

6.07 Other. Prior to commencing mediation, arbitration, or exercising the non-defaulting Party's remedies as outlined in Sections 6.02, 6.05 and 6.06, the Parties as a prerequisite to the above, shall have a face-to-face meeting with the appropriate representatives of the Owner, including its President, and the appropriate representatives of the Authority, including its Director, within fifteen (15) days of a request by the non-defaulting party to

attempt to resolve the Parties differences. Only after a meeting of the Parties can the non-defaulting Party exercise its remedies.

6.08 Injunctive/Ancillary/Emergency Relief. Notwithstanding any provision of Sections 6.05-6.07 of this Agreement to the contrary, any party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction. In the event that a dispute or controversy requires emergency relief before the matter may be resolved under the procedures above, notwithstanding the fact that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that such arbitration procedures will still govern the ultimate resolution of that portion of the dispute or controversy not resolved pursuant to said court order.

ARTICLE VII

MISCELLANEOUS

7.01 Severability. If any provision of this Agreement or any application thereof is held to be invalid or unenforceable by any court of competent jurisdiction for any reason, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be construed and enforced as if such invalid or unenforceable provision had never comprised a part of this Agreement.

7.02 Notices. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be given to the other Party at the following addresses:

AUTHORITY:	Convention Center Authority for the Government of Nashville and Davidson County Metropolitan Courthouse 1 Public Square, Suite 106 Nashville, Tennessee 37201 Attention: Chair
with a copy to:	Metropolitan Government Finance Department Metropolitan Courthouse 1 Public Square, Suite 106 Nashville, Tennessee 37201 Attention: Finance Director
OWNER:	Omni Nashville Hotel Attn: General Manager Omni Hotels Management Corporation 420 Decker Drive Suite 200 Irving, Texas 75062 Attn: President Fax: (972) 871-5666

with a copy to: TRT Holdings, Inc.
600 East Las Colinas Blvd.
Suite 1900
Irving, Texas 75039
Attn: General Counsel

Any mortgagee, trustee or beneficiary under any mortgage or deed of trust on the Hotel may, by Notice to the Parties set forth hereinabove, designate an address to which notices to it hereunder shall be sent. Any such party may from time to time by Notice as herein provided, designate a different address to which Notices to it shall be sent.

Any such notice or communication 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. With the written consent of the receiving Party, notice may be given by facsimile transmission or electronic mail.

7.03 Amendments. This Agreement may not be amended or modified unless such amendment or modification is reflected in a written document that is signed by the Parties hereto.

7.04 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Owner and its successors and assigns. Owner may assign its rights, duties and obligations under this Agreement without the consent of the Authority so long as such assignee or successor to Owner assumes all the covenants and obligations of Owner under this Agreement in writing, as further provided in Section 7.10 of this Agreement. Upon any such assignment and assumption, Owner shall be relieved from all liability under this Agreement.

7.05 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attaché hereto unless otherwise stated.The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

7.06 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Tennessee.

7.07 Nature and Extent of Agreement. This Agreement contains the complete agreement of the Parties as to the matters contained herein. There are no oral or written conditions, terms, understandings or other agreements pertaining to the booking policy obligations of Owner and Authority that have not been incorporated herein. The laws of the State of Tennessee shall govern the validity, interpretation, performance and enforcement of this Agreement, without regard to conflicts of law principles.

7.08 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

7.09 Additional Actions. The Parties agree that representatives of the Hotel, the Music City Center and/or Authority and NCVB will meet on a not less than monthly basis to share information with respect to the ongoing and future operations of the Music City Center and the Hotel in an effort to provide the level of cooperation that will lead to the success of both the Music City Center and Hotel

7.10 Transfer of Owner's Interest. In the event of the sale, assignment or transfer by Owner of its fee interest in the Hotel (other than a collateral assignment to secure a debt of Owner) to a successor in interest, any successor to Owner hereunder shall in all respects be obligated to honor any contract or agreement previously executed with a Potential Convention Center Customer and shall be bound by any outstanding offers.

7.11 Owner and Operator Responsibility under the Binding Contract. Nothing contained in this Agreement shall relieve the Owner (or its respective successors) from the contractual obligations to provide services to a Potential Convention Center Customer under a Binding Contract, irrespective of whether this Agreement has been terminated at the time services are to be rendered or whether this Agreement is terminated after the effective date of the Binding Contract but before the time services are to be rendered.

7.12 Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

7.13 Binding Effect. Subject to express provisions hereof to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns during the Term hereof and during any extensions or renewals of said Term.

7.14 Estoppel Certificate. Within twenty (20) days after receipt of written request therefor by another Party hereto, the other Party shall execute and deliver to the requesting Party (and to such other person as the requesting Party may designate) a statement reasonably satisfactory to the requesting Party certifying any facts that this Agreement is unmodified and is in full force and effect (or if there have been modifications, stating that this Agreement is in full force and effect as modified), that the requesting Party is not in default hereunder (or stating the

nature of any alleged default), that there are no defenses or offsets to the Agreement claimed by the other Party, and further certifying any matters reasonably requested by the requesting Party. A failure by a Party to execute, acknowledge and deliver upon request the certified statement described above within twenty (20) days from receipt of such request shall constitute acknowledgment by the Party to whom the request is directed to all persons entitled to rely on the statement that this Agreement is unmodified and in full force and effect and that no default by the requesting Party exists hereunder. Notwithstanding anything to the contrary set forth in this Section 7.14, neither Party will be required to execute such an estoppel certificate more often than two (2) times in any twelve (12)-month period.

7.15 No Waiver. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7.16 Casualty. In the event of a casualty loss to the Hotel which causes all or a portion of the Hotel to close pending repair or reconstruction, any failure by Owner to perform its obligations hereunder as a direct result thereof shall be waived until such time as the damage has been repaired, provided Owner agrees to use commercially reasonable and diligent efforts to effectuate such repair.

Signatures on next page

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

OMNI NASHVILLE, LLC,
a Delaware corporation

By:_____
Name: Mike Garcia
Title: Chief Financial Officer and Senior Vice President

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

By:_____
Name: _____
Title:_____

Room Block And Meeting Space Agreement Signature Page

EXHIBIT A
CONVENTION ROOM BLOCK COMMITMENT AND PROCEDURES

During the Term, the Authority, acting through the Director or the Authority's designated representative, may request Owner to offer an Event Room Block to Potential Convention Center Customers in accordance with this Agreement provided that the total number of rooms requested to be blocked does not exceed the number of rooms available for the Event Room Block on such night, as provided in Paragraph 2 below. The right to request that Owner offer the Event Room Block will be exercised in accordance with the following procedures:

1. The Director or his designated representative will notify Owner that a Potential Convention Center Customer is seeking offers from local hotels to accommodate, among other needs, the guest room needs of the Potential Convention Center Customer for a City-Wide Event (the "**Room Block Request Notice**"). The Room Block Request Notice will (i) identify the Potential Convention Center Hotel Customer, (ii) if the same is generally available to Authority, set forth a documented history of the group's room block events for the most recent three year period including a comparison of the number of rooms blocked and the actual number of rooms actually used, (iii) specify each specific date for which the Potential Convention Center Customer will require blocks of guest rooms (including those dates commonly known as "move in" and "move out" dates; the rate for groups whose stay consists of both Midweek and Weekend days shall be determined in accordance with Owner's booking policies described in Paragraph 2 below), and (iv) specify the number of guest rooms the Potential Convention Center Customer is seeking to block on each of the specific dates. Notwithstanding the definition of "**Notice**" set forth above, the Room Block Request Notice will be communicated to Owner by Director or his designated representative via email or fax to the specific email address or fax number designated by Owner for the purpose of receiving Room Block Request Notices.

2. Within three (3) Business Days after Owner's receipt of the Room Block Request Notice for a City-Wide Event, Owner shall deliver to the Potential Convention Center Hotel Customer (with a copy to the Sales Representative and the Director) an initial written offer in response to the Room Block Request Notice (the "**Initial Offer**"). In the Initial Offer, Owner will (i) offer to the Potential Convention Center Customer to block, on each specific date that the Potential Convention Center Customer requires a block of guest rooms as specified in the Room Block Request Notice, the lesser of (y) the actual number of the guest rooms in the Room Block Request Notice for each specific date, or (z) the Maximum Event Room Block, less any previously offered room blocks under this Agreement for other City-Wide Events covering such dates, which offers have either been accepted or are still outstanding, and (ii) quote a room rate for both a standard single and double room (the "**Rate Quote**"). In making the Rate Quote, Owner will take into account seasonality (i.e., using group event guest room rates received in a calendar month as the basis for quotes for the same month in subsequent calendar years) as well as Midweek versus Weekend rates; provided, that, "**seasonality**" shall not take into account special events that occur in a particular month which inflate group event room rates such as the Super Bowl or similar special events (if such event actually occurs again the same month in a subsequent year, then it shall be taken into account for purposes of the seasonality adjustment for such month in such subsequent year). While the amount of the Rate Quote in the Initial Offer will be at the sole but good faith discretion of Owner, the Owner agrees that the Rate Quote shall

be reasonable in accordance with Section 7.09 and competitive with (i) comparable convention center hotels in competing city markets and (ii) comparable hotels in the City with a similar product quality. The Initial Offer shall remain open for acceptance for a period of time agreed to by Owner and Authority, in consultation with the NCVB. If the Parties are unable to agree on the period of time for which the Initial Offer shall remain open, then it shall be for an initial period of 75 days. If after the time the Initial Offer expires, the Potential Convention Center Customer has not accepted the Initial Offer, the Initial Offer can be extended by mutual agreement for an additional 60 days wherein if the Parties mutually agree, the Potential Convention Center Customer will have a right of first refusal on the block of rooms offered at the Rate Quote which must be exercised within five (5) business days of being provided such notice.

3. After reviewing the Initial Offer, the Director or his designated representative may consult with Owner regarding the Rate Quote contained in the Initial Offer; however, the Owner has sole discretion to quote room rates and meeting space allocations.

4. If the Initial Offer is accepted by the Potential Convention Center Customer within the required time period established in accordance with Paragraph 2 of this Exhibit A, then Owner shall use its best efforts to promptly negotiate a binding contract with the Potential Convention Center Customer, applying Owner's customary booking policies to the block, including policies relating to contracts, advance deposits, cancellation, attrition and food and beverage minimums provided that these policies shall adhere in all material respects to the general customs employed by Owner at its other Omni Hotels.

5. If the Customer has not executed a binding contract within thirty (30) days following the acceptance by the Customer of the Initial Offer, then the Initial Offer will expire unless extended by Owner at its sole discretion. Upon expiration, Owner shall have no further obligation to the Authority or Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer.

6. If a Potential Convention Center Customer signs a binding contract with Owner but provides written notice to the Owner that it is terminating the contract on a date that is less than twenty-four (24) months before the first Event Night, then the cancelled room and meeting space block will be returned to hotel inventory at the time of effective cancellation and availability will be subject to the terms of this Agreement. Authority recognizes that the Owner may be entitled to collect cancellation fees from such Potential Convention Center Customer under the terms of the Binding Contract with such Customer, and Authority hereby consents thereto and agrees that such fees are the sole property of the Hotel's. Similarly, Owner recognizes that Authority may be entitled to collect cancellation fees from such Potential Convention Center Customer pursuant to the contract between Authority and the Potential Convention Center Customer for the Music City Center, and Owner hereby consents thereto and agrees that such fees shall be the sole property of Authority. Neither Party has the authority to negotiate with a Potential Convention Center Customer the other Party's cancellation fee.

7. If Owner desires to commit a block of more than twenty percent (20%) of the rooms in the Hotel to non-City Wide Customer business for a date more than thirty-six (36)

months in the future, or a block of more than fifty percent (50%) of the rooms in the Hotel to non-Potential Convention Center Customer business for a date more than twenty-four (24) and less than thirty-six (36) months in the future, Owner can request by Notice to the Director that Authority release that block from this Agreement and Authority may (but shall have no obligation to) approve such a release of such requested block. The Authority or Director will respond to the Owner's Notice within ten (10) Business Days. Notwithstanding the above, the Owner will be allowed up to nine (9) booking exceptions for group events to occur in each rolling twelve (12) month period from the date of the receipt of the booking inquiry/lead for a group event. The Owner will inform the Authority, Director and NCVB of these exceptions as they become tentative and will further confirm these exceptions as they become definite with the Owner. These exceptions are exclusive of the exceptions available through the Hotel Free-Sell Calendar.

8. Owner shall have the unrestricted right to commit up to twenty percent (20%) of the total number of rooms within the Hotel on any given date (and any other rooms that are not subject to being blocked by Authority pursuant to this Agreement) to the Hotel's commercial or group guests. Owner shall also have the unrestricted right to commit any and all rooms not subject to a room block commitment pursuant to this Agreement for any period less than twenty-four (24) months in advance. Owner shall also have the unrestricted right to commit rooms that fall within the Hotel Free-Sell Calendar.

9. If Owner has a potential booking that would not be permitted under the terms of this Agreement, Owner may by notice to the Director request that it be entitled to make such booking. The Director shall have three (3) Business Days in which to respond to such request by Notice to Owner.

10. Owner shall have the right to freely book all rooms within the Hotel on any day which the Music City Center cannot accommodate a City-Wide Event because less than one-fourth of meeting space and/or exhibit hall, which is estimated to be approximately 86,000 square feet to be more accurately determined upon the completion of the Music City Center, is available on such day for use by a Potential Convention Center Customer.

11. At any time, Owner may request space from the Music City Center for its customers, the Director shall have three (3) Business Days in which to respond to such request by Notice to Owner.

12. Notwithstanding the foregoing, if a Potential Convention Center Customer has a documented history of causing material property damage in connection with group events or poor credit, then Owner shall have the right to decline a Room Block Request for such customer hereunder upon notice to the Director given within ten (10) Business Days following the date of the Room Block Request Notice. In the event of any disagreement by the Parties, the Parties agree to meet and attempt in good faith to reach agreement as to whether to accept or decline the Potential Convention Center Customer.