MINUTES OF THE 10th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 10th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on April 1, 2010 at 8:00 a.m., in Room 209-210 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: **Marty Dickens, Darrell Drumwright, Ken Levitan, *Vonda McDaniel, Willie McDonald, Mona Lisa Warren, Leo Waters, and Vice-Mayor Diane Neighbors, Ex-Officio

AUTHORITY MEMBERS NOT PRESENT: Mark Arnold and Luke Simons

OTHERS PRESENT: Councilman Phil Claiborne, Rich Riebeling, Larry Atema, Charles Starks, Barbara Solari, Mark Sturtevant, Charles Robert Bone, Kristen Heggie, Roxianne Bethune, Peter Heidenreich, Terry Clements, Joey Garrison, Steve Curtis, Lethia Swett Mann, Gary Schalmo, Amy Olmsted, Mike White, Scott Black, Patrick Holcombe, Debbie Frank, Holly McCall, and Kelvin Jones. In addition other members of the general public were present.

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

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.

ACTION: Leo Waters made a motion to approve the 9th Meeting Minutes of March 4, 2010. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Chairman Dickens asked Larry Atema to give a project update. Mr. Atema shared an updated organizational chart with employee names added. (Attachment #1)

* Denotes arrival of Vonda McDaniel

New members of the project team were then introduced including Patrick Holcombe, Holly McCall, Debbie Frank, Scott Black, and Mike White.

Mr. Atema then gave an update on the project. Gary Schalmo was also asked to give an update on procurement. (Attachment #2) There was discussion about procurement and DBE participation.

Charles Robert Bone was then asked to discuss the GMP (Guaranteed Maximum Price).

ACTION: Leo Waters made a motion authorizing the Authority to accept the guaranteed maximum price in an amount not to exceed $415 million and allowing Chairman Dickens to execute all documents and take any actions necessary or appropriate to formalize that acceptance. The motion was seconded by Ken Levitan and approved unanimously by the Authority.

Next, Mr. Dickens asked Rich Riebeling to give a financing update. Charles Robert Bone then discussed and highlighted the Bond Purchase Agreement.

ACTION: Leo Waters made a motion affirming the Authority's previous approval of the Bond Purchase Agreement and allowing Chairman Dickens to execute the Bond Purchase Agreement and take any actions necessary or appropriate to formalize that acceptance. (Attachment #3) The motion was seconded by Willie McDonald and after discussion approved unanimously by the Authority.

Mr. Dickens noted that the Finance & Audit Committee and Construction & Development Committee had a joint meeting and in Mark Arnold's absence asked Leo Waters, Chair of the Construction & Development Committee, to report. Mr. Waters gave an overview of the committee meeting.

Vonda McDaniel, Chair of the DBE & Procurement Committee, was then asked to give an update. Ms. McDaniel gave a summary of the committee meeting from the prior week.

Mona Lisa Warren, Chair of the Marketing & Operations Committee, was then asked to report. Ms. Warren gave an overview of the meeting.

Charles Starks was then asked to report on the hotel and Music City Center tax collections through January 2010. (Attachment #4)

Chairman Dickens made closing comments and then asked Gary Schalmo and Amy Olmsted to provide the Authority with the training required of all visitors on the construction site. (Attachment #5)

** Denotes departure of Marty Dickens

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:20 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

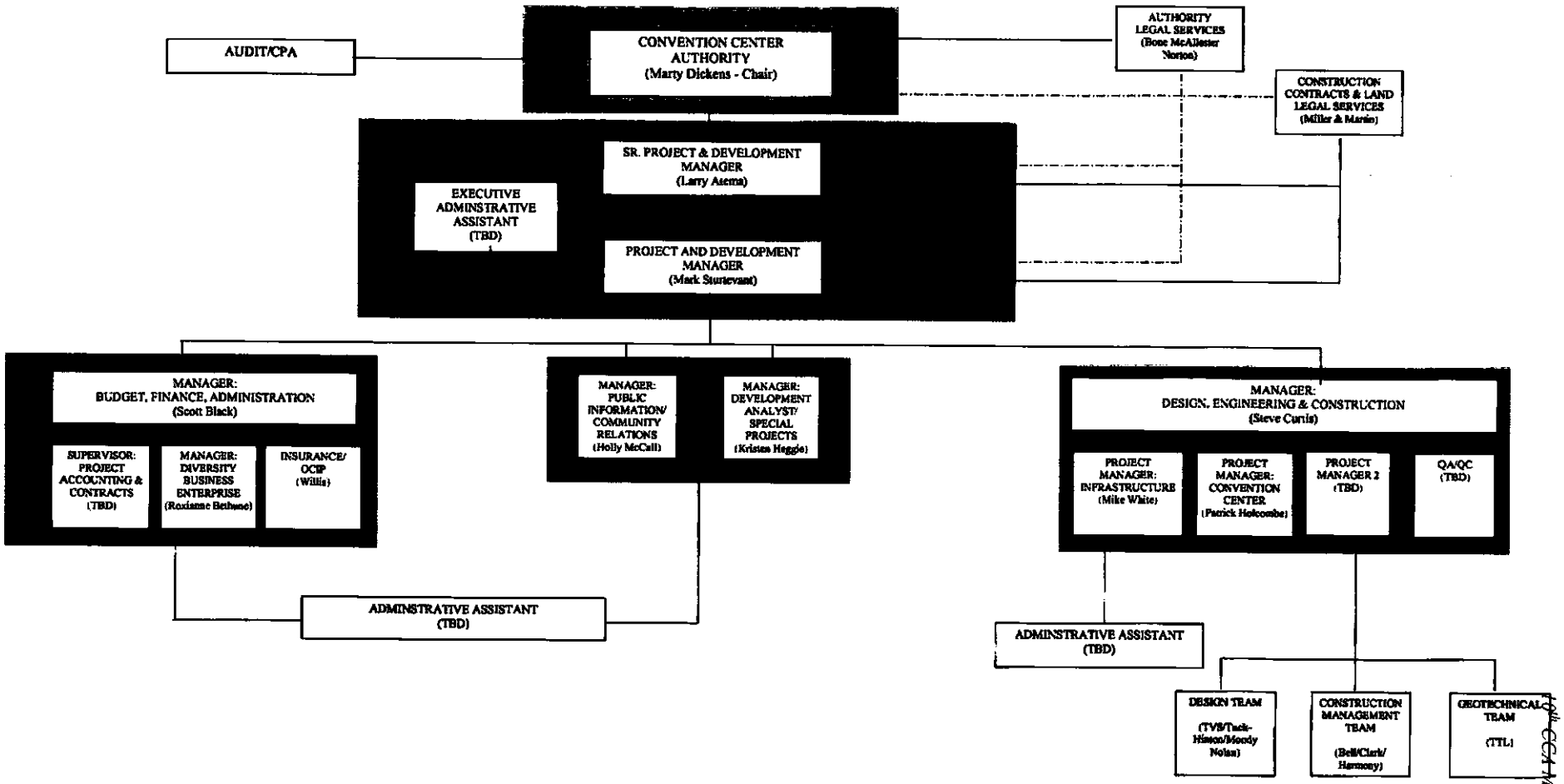
Marty Dickens, Chairman
CCA 10th Meeting Minutes
Of April 1, 2010

MUSIC CITY CENTER COMPLEX

CONVENTION CENTER * HEADQUARTERS HOTEL* KOREAN VETERAN BOULEVARD

RAMP-UP STEP 3

PROJECT MANAGEMENT ORGANIZATIONAL CHART



Attachment #1 to CCA Meeting – 4/1/10

Procurement – March 30, 2010

Tuesday 3/30/10

- Fire Protection Pre-Bid Meeting, 9 AM, Nicely Cafeteria

Wednesday 3/31/10

- Structural Steel Pre-Bid Meeting, 9 AM, Nicely Cafeteria
- Mechanical & Plumbing Pre-Bid Meeting, 1 PM, Nicely Cafeteria

Thursday 4/1/10

- Electrical Pre-Bid Meeting, 9 AM, Nicely Cafeteria
- Site Utilities Bids Due

Thursday 4/8/10

- Site Utilities Recommendation

Wednesday 4/14/10

- Metal Stairs Pre-Bid Meeting, 9 AM, Nicely Cafeteria
- Issue Fire Proofing Bid Package

Thursday 4/15/10

- Vertical Transportation Pre-Bid Meeting, 9 AM, Nicely Cafeteria
- Issue Operable Wall Bid Package

Thursday 4/22/10

- Structural Steel Bids Due
- Issue Masonry Bid Package
- Issue Metal Panels Bid Package

Thursday 4/29/10

- Fire Protection Bids Due
- Issue Drywall Bid Package
- Issue Roofing Bid Package

Friday 4/30/10

- Structural Steel Recommendation

Tuesday 5/4/10

- Metal Stairs Bids Due
- Curtainwall Bids Due (Extended)

Thursday 5/6/10

- Vertical Transportation Bids Due
- Mechanical/Plumbing/BAS Bids Due
- Electrical/Telecom/Security/AV Bids Due
- Fire Protection Recommendation

Tuesday 5/11/10

- Curtainwall Post-Bid Presentations, Time & Location TBD
- Vertical Transportation Recommendation

Thursday 5/13/10

- MEP Recommendations

Friday 5/14/10

- Metal Stairs Recommendations

Tuesday 5/18/10

- Curtainwall Recommendation

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

[[[$11,700,000]]]
Tourism Tax Revenue Bonds, Series 2010A-1,

[[[$191,075,000]]]
Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2
(Build America Bonds – Direct Payment),

[[[$16,770,000]]]
Subordinate Tourism Tax Revenue Bonds, Series 2010B-1

and

[[[$413,780,000]]]
Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B-2
(Build America Bonds – Direct Payment)

Bond Purchase Agreement

_____, 2010

The Convention Center Authority of the Metropolitan Government
of Nashville and Davidson County
c/o The Metropolitan Government of Nashville and Davidson County
Metropolitan Courthouse
1 Public Square, Suite 106
Nashville, TN 37201
Attention: Director of Finance

Ladies and Gentlemen:

Goldman, Sachs & Co., acting for itself and for the other underwriters named in the list attached hereto and marked Appendix I hereto (we and such other underwriters being herein collectively called the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (the "Issuer") for the purchase by the Underwriter and the sale by the Issuer of the Issuer's revenue bonds specified below. This offer is made subject to acceptance hereof by the Issuer prior to 6:00 p.m., prevailing time in New York, New York, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officer of the Issuer in the space provided below, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture of Trust, dated as of April 1, 2010 (the "Series 2010A Indenture"), between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee"), relating to the Series 2010A Bonds (as herein defined), and the Indenture of Trust, dated as of April 1, 2010

(the "Series 2010B Indenture", and together with the Series 2010A Indenture, the "Indentures"), between the Issuer and the Trustee relating to the Series 2010B Bonds (as herein defined).

If the Issuer accepts this offer and the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds (as defined herein) upon tender thereof by the Issuer at the Closing (as defined herein) as herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at one percent (1%) of the aggregate principal amount of the Bonds, and, upon such failure of the Underwriter to accept and pay for the Bonds, the Underwriter shall be obligated to pay to the Issuer such amount as and for full liquidated damages for such failure. Upon such payment, the Underwriter shall be fully released and discharged of all claims, rights and damages for such failure.

A. Purchase Price.

1. Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the Issuer's [[[$11,700,000]]] Tourism Tax Revenue Bonds, Series 2010A-1 (the "Series 2010A-1 Bonds") and [[[$191,075,000]]] Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2 (Build America Bonds – Direct Payment) (the "Series 2010A-2 Bonds", and together with the Series 2010A-1 Bonds, the "Series 2010A Bonds"), and the Issuer's [[[$16,770,000]]] Subordinate Tourism Tax Revenue Bonds, Series 2010B-1 (the "Series 2010B-1 Bonds") and [[[$413,780,000]]] Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B-2 (Build America Bonds – Direct Payment) (the "Series 2010B-2 Bonds", and together with the Series 2010B-1 Bonds, the "Series 2010B Bonds") (the Series 2010A Bonds and the Series 2010B Bonds also collectively being herein referred to as the "Bonds"), at an aggregate purchase price of $_____ (the "Purchase Price"), representing the aggregate principal amount of the Bonds, [plus][minus] a net original issue [premium][discount] for all of the Bonds of $_____, less an underwriters' discount for all of the Bonds of $_____, all determined as follows:

(a) The purchase price for the Series 2010A-1 Bonds shall be $_____, which is equal to the par amount of $_____, [plus][minus] a net original issue [premium][discount] of $_____, and less an underwriters' discount of $_____;

(b) The purchase price for the Series 2010A-2 Bonds shall be $_____, which is equal to the par amount of $_____, [plus][minus] a net original issue [premium][discount] of $_____, and less an underwriters' discount of $_____;

(c) The purchase price for the Series 2010B-1 Bonds shall be $_____, which is equal to the par amount of $_____, [plus][minus] a net original issue [premium][discount] of $_____, and less an underwriters' discount of $_____; and

(d) The purchase price for the Series 2010B-2 Bonds shall be $_____, which is equal to the par amount of $_____, [plus][minus] a net original issue [premium][discount] of $_____, and less an underwriters' discount of $_____.

The Series 2010A-1 Bonds and Series 2010B-1 Bonds are collectively referred to herein as the "Tax-Exempt Bonds." The Series 2010A-2 Bonds and the Series 2010B-2 Bonds are collectively referred to herein as the "Taxable Bonds."

2. The Bonds shall be dated their date of issuance (the "Dated Date"), shall mature on the dates (subject to prior redemption as described in Appendix II hereto), shall bear interest from the Dated Date at the rates set forth in Appendix II hereto, and shall be payable at the times and in the manner, and shall otherwise have the terms and provisions, set forth in Appendix II hereto.

B. Delivery of and Payment for the Bonds.

1. At or about 11:00 a.m., prevailing time in New York, New York, on [[[April __, 2010]]] (the "Closing Date"), or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver or cause to be delivered to the Underwriter the Bonds, in definitive form, duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the Purchase Price, by wire transfer, payable to the order of the Trustee.

2. The Issuer and the Underwriter agree that there shall be a preliminary closing held at the offices of Bass, Berry & Sims PLC (the "Bond Counsel") in Nashville, Tennessee on the day preceding the Closing Date, or at such other time or place as the Issuer and the Underwriter shall agree.

3. Delivery of the definitive Bonds as aforesaid shall be made to the Underwriter by delivery thereof to The Depository Trust Company ("DTC") in accordance with DTC's FAST registration system for the account of the Underwriter, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Underwriter. Payment for the Bonds shall be made as set forth in this Section B and delivery of the other documents shall be made at the offices of Bond Counsel. Such payment and the related delivery is herein called the "Closing." The Bonds will be delivered as fully-registered bonds, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds.

4. After execution by the Issuer and authentication by the Trustee, the Bonds shall be held in safe custody by the Trustee or any authorized agent for the Trustee. The Trustee shall release or authorize the release of the Bonds from safe custody at the Closing upon receipt of payment for the Bonds as aforesaid.

C. Official Statement.

1. The Issuer hereby consents to and confirms the prior use by the Underwriter of the Preliminary Official Statement (in printed or electronic form) dated [[[March __, 2010]]] (the "Preliminary Official Statement"), in connection with the public offering of the Bonds by the Underwriter, and further confirms the authority of the Underwriter to use, and consents to the use of, a final Official Statement (in printed or electronic form) with respect to the Bonds, to be dated the date hereof, and any amendments or supplements thereto that shall be approved by the Issuer (as so amended and supplemented, the "Official Statement") in connection with the public offering and sale of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was "deemed final" by the Issuer as of its date for purposes of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission of the United States of America (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), except for the omission of such information as is specified in Rule 15c2-12(b)(1).

2. The Issuer shall provide, or cause to be provided, to the Underwriter, no later than [[[_____]]], ten executed counterparts of the Official Statement, and conformed copies of a final Official Statement in "designated electronic format" (as defined in Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB")) and sufficient additional copies to permit the Underwriter to comply with Rule 15c2-12, and other applicable rules of the SEC and the MSRB.

3. The Issuer hereby authorizes the Underwriter to file, and the Underwriter hereby agrees to file, the Official Statement with the MSRB through its Electronic Municipal Market Access site ("EMMA").

D. Amendments to Official Statement. The Issuer covenants to promptly notify the Underwriter if, during the Update Period (as herein defined), any event shall occur, or information shall come to the attention of the Issuer that is reasonably likely to contain, or would cause the Official Statement (whether or not previously supplemented or amended) to contain, any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event or information requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and approved by the Underwriter, as the Underwriter may reasonably request, and if such notification shall be given subsequent to the Closing Date, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. Public Offering.

1. The Underwriter agrees to make a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Tax-Exempt Bonds at prices not greater than, and yields not less than, those set forth in Appendix II hereto. If such public offering does not result in the sale of all of the Tax-Exempt Bonds, the Underwriter may offer and sell the Tax-Exempt Bonds without any request or prior notice to certain bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices or yields higher than the yields as set forth in the Official Statement; provided, however, the Underwriter reasonably expects that, based upon prevailing market conditions, at least ten percent (10%) of each maturity of the Tax-Exempt Bonds will be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than, or yields less than, those shown in Appendix II hereto.

2. The Underwriter agrees to make a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Taxable Bonds at prices not greater than, and yields not less than, those set forth in Appendix II hereto. If such public offering does not result in the sale of all of the Taxable Bonds, the Underwriter may offer and sell the Taxable Bonds without any request or prior notice to certain bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices or yields higher than the yields as set forth in Appendix II hereto; provided, however, the Underwriter reasonably expects that, based upon prevailing market conditions, at least ten percent (10%) of each maturity of the Taxable Bonds will be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than, or yields less than, those shown in Appendix II hereto. The Underwriter agrees not to offer or sell any Taxable Bond as part of the initial offering to the public at a price that includes original issue premium in excess of 0.25% of the stated redemption price at maturity of such Taxable Bond multiplied by the number of complete years to the maturity of such Taxable Bond.

3. The Underwriter certifies that at the time of the execution of this Bond Purchase Agreement, based upon prevailing market conditions, the Underwriter does not have any reason to believe that any of the Bonds will be initially sold to the public (excluding such bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices greater than, or yields less than, those set forth in Appendix II hereto. At the Closing, the Underwriter shall deliver to the Issuer a certificate, containing provisions substantially in the form of Appendix III hereto, in order to enable Bond Counsel to render its opinion as to the exclusion from gross income for federal income tax purposes of interest on the

Tax-Exempt Bonds and in order to satisfy the Issuer that the Taxable Bonds meet the requirements of Section 54AA(d)(2)(C) of the Internal Revenue Code of 1986, as amended (the "Code").

F. End of Underwriting Period.

1. For purposes of this Bond Purchase Agreement, the "End of the Underwriting Period" shall mean the earlier of the Closing Date, unless the Issuer has been notified to the contrary by the Underwriter on or prior to the Closing Date, or the date on which the "end of the underwriting period" for the Bonds has occurred under Rule 15c2-12.

2. The Underwriter shall notify the Issuer when the "end of the underwriting period" for the Bonds has occurred under Rule 15c2-12 with respect to the unsold balance of Bonds that are held by any of the Underwriter for sale to the public within the meaning of Rule 15c2-12.

G. Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

1. The Issuer is a public nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metropolitan Government") duly created and existing under Chapter 89 of Title 7 of the Tennessee Code Annotated (the "Act"), the charter of the Metropolitan Government, and Resolution No. RS 2009-881 of the Metropolitan County Council, and has, and at the Closing Date will have, full legal right, power, and authority pursuant to its Resolution adopted January 7, 2010 (the "Resolution") to enter into this Bond Purchase Agreement, to execute, deliver and perform the Indentures, the Intergovernmental Agreement (as defined in the Indentures), the Official Statement and the Continuing Disclosure Agreement, a form of which is attached hereto as Exhibit A (the "Continuing Disclosure Agreement"), and all instruments and documents required to be executed or delivered pursuant to or in connection herewith or therewith, and to issue, sell and deliver the Bonds as provided herein, and to carry out and to consummate the transactions contemplated by the following (collectively, the "Bond Documents"): the Bonds, the Indentures, the Intergovernmental Agreement, the Continuing Disclosure Agreement, the Official Statement, this Bond Purchase Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection herewith or therewith.

2. The Preliminary Official Statement (other than the information with respect to DTC in the Preliminary Official Statement and the information set forth therein under the captions "OTHER INFORMATION -- UNDERWRITING" and "OTHER INFORMATION -- RATINGS", as to which no view is expressed), as of its date, did not, and as of the date hereof does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

3. On and as of the date hereof and, unless an event of the nature described in Section H.3 hereof subsequently occurs, at all times during the period from the date hereof to and including the date which is twenty-five (25) days following the End of the Underwriting Period (the "Update Period"), the information in the Official Statement (other than the information with respect to DTC in the Preliminary Official Statement and the information set forth therein under the captions "OTHER INFORMATION -- UNDERWRITING" and "OTHER INFORMATION -- RATINGS", as to which no view is expressed) is and will continue to be true, correct and complete, and the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Issuer has complied, and will at the Closing be in compliance, in all respects, with the laws and regulations of the State of Tennessee (collectively, the "Tennessee Laws"), the charter, laws, ordinances and regulations of the Metropolitan Government (collectively, the "Metropolitan Laws"), and the laws and regulations of the United States (collectively, the "Federal Laws") in connection with the execution and delivery of the Bonds, including, without limitation, the following:

   (a) the Act;

   (b) Tennessee Code Annotated §§ 9-21-101, et seq.; and

   (c) Tennessee Code Annotated §§ 8-44-101, et seq.

5. By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement, and has duly authorized and approved the issuance and sale of the Bonds upon the terms set forth herein and in the Indentures and the Official Statement, and the Issuer's execution and delivery of, and the performance by the Issuer of its obligations under, the Bond Documents.

6. The Issuer is not in breach of or in default under any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject; or by which it or its properties may be bound; and the issuance and sale of the Bonds upon the terms set forth herein and in the Indentures and the Official Statement, and the Issuer's execution and delivery of, and the performance by the Issuer of its obligations under, the Bond Documents and its compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under applicable Tennessee Laws, Metropolitan Laws, Federal Laws, or any administrative regulation,

judgment, decree, indenture, loan agreement, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject.

7. All approvals, consents, and orders of any governmental authority, board, agency or commission, including, but not limited to, the Metropolitan Government, having jurisdiction that would constitute a condition precedent to the performance by the Issuer of its obligations hereunder, the issuance of the Bonds, and the Issuer's execution and delivery of, and the performance by the Issuer of its obligations under, the Bond Documents, have been obtained or will be obtained prior to the Closing.

8. The Bonds, when issued, authenticated and delivered in accordance with the Indentures and sold to the Underwriter as provided herein, will be the legal, valid, and binding obligations of the Issuer, issued in conformity with and entitled to the benefit and security of the respective applicable Indentures.

9. The terms and provisions of the Indentures will comply in all respects with the requirements of applicable Tennessee Laws, Metropolitan Laws and Federal Laws and, when executed and delivered by the parties thereto, the Bond Documents will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws heretofore or hereafter enacted affecting creditors' rights, and to the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law.

10. The Issuer has full power and authority to pledge the right to receive the Tourism Tax Revenues (as such term is defined in the Official Statement) under the Intergovernmental Agreement to the payment of the Bonds and to pledge to the payment of the Series 2010B Bonds the Project Operating Revenues (as defined in the Official Statement) and the Non-Tax Revenues (as defined in the Official Statement). The Tourism Tax Revenues, the Project Operating Revenues and the Non-Tax Revenues are collectively referred to herein as the "Revenues."

11. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection of the Revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of any of the Bond Documents, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or contesting the power or authority of the Issuer to issue the Bonds or to execute, deliver or perform the Bond Documents, or wherein an unfavorable decision,

ruling or finding would adversely affect the validity or enforceability of any of the Bond Documents.

12. The proceeds received from the sale of the Bonds shall be used in accordance with applicable Tennessee Laws, Metropolitan Laws and Federal Laws and the Indentures and as set forth in the Official Statement.

13. Any certificate signed by an authorized officer of the Issuer and delivered to the Underwriter shall be deemed a representation and warranty of the Issuer to the Underwriter as to the statements made therein.

14. Prior to the Closing, the Issuer and the Metropolitan Government will enter into the Continuing Disclosure Agreement for the benefit of holders of the Bonds to provide to the MSRB through EMMA and to the appropriate state information depositories, if any, (a) certain annual financial information, including audited financial statements and operating data, generally consistent with the information contained or incorporated by reference in the Official Statement, (b) timely notice of any of the events identified in Rule 15c2-12 with respect to the securities being offered in the offering, if material, and (c) timely notice of any failure of any obligated person to provide the required annual information on or before the date specified in the written agreement.

15. The Issuer has not previously failed to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

H. Covenants of the Issuer. The Issuer hereby covenants with the Underwriter that:

1. The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter.

2. Without the prior written consent of the Underwriter prior to the Closing Date, the Issuer shall not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of, the Resolution or any of the Bond Documents.

3. The Issuer shall promptly advise the Underwriter, by written notice, of (a) any matter arising or discovered after the date of this Bond Purchase Agreement and prior to the Closing Date that, if existing or known at the date hereof, would render any of the representations or warranties set forth herein to be untrue or misleading or might adversely affect the correctness or completeness of any statement of material fact regarding the Issuer, the Bonds or the Bond Documents contained in the Official Statement; or (b) any development that affects the accuracy and completeness of the key representations (within the meaning of Rule 15c2-12) regarding the Issuer contained in the Official Statement which may occur during the Update Period.

4. Prior to the Closing Date, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Revenues or any other assets, properties, funds or interests that will be pledged to the payment of the Bonds pursuant to the Indentures.

5. The Issuer shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the Issuer as set forth in this Bond Purchase Agreement.

6. The Issuer shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

7. The Issuer and the Metropolitan Government will enter into the Continuing Disclosure Agreement, which sets forth the respective undertakings of the Issuer and the Metropolitan Government to provide annual reports and notices of certain events in compliance with Rule 15c2-12. The form of the Continuing Disclosure Agreement is attached hereto as Exhibit A and set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

8. The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the federal tax exemption with respect to the Tax-Exempt Bonds, the exemption from state income taxation with respect to all Bonds or the eligibility for direct payment of the refundable credits from the U.S. Treasury Department with respect to the Taxable Bonds.

I. [Reserved.]

J. Certain Conditions to Underwriter's Obligations. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, accept delivery of, and pay for the Bonds are subject to the performance by the Issuer of its obligations hereunder required to be performed at or prior to the Closing Date, and to the following additional conditions precedent:

1. On the Closing Date, the representations and warranties of the Issuer contained herein shall be true, complete and correct in as if made on and as of the Closing Date; the Official Statement shall have been executed and delivered by the Issuer; the Indentures, the Intergovernmental Agreement, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered at the Closing pursuant to or in connection herewith or therewith shall have been duly executed and delivered by all parties thereto, shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter; the proceeds of the sale of the Bonds shall have been paid to the Trustee for deposit for use as described in

the Official Statement and in the Indentures; and the Issuer shall have adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

2. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if between the date hereof and the Closing:

(a) legislation shall have been enacted or introduced by the Congress of the United States or the General Assembly of the State of Tennessee or shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by a court of the United States or the State of Tennessee or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority, with respect to federal or state taxation upon revenues or other income of the general character of that to be derived by the Issuer from its operations, upon interest received on obligations of the general character of the Tax-Exempt Bonds, or upon the eligibility for direct payment of the refundable credits with respect to the Taxable Bonds, that, in the Underwriter's reasonable judgment, adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(b) there shall exist any event or circumstance that, in the Underwriter's reasonable judgment, either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading and, in such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) there shall have occurred (1) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs; or (2) any other calamity or crisis or any change in the financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (1) or (2), in the reasonable judgment of the Underwriter, makes it impracticable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange (the "Exchange"), or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the Exchange, whether by virtue of determination by the Exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Bonds, any comparable securities of the Issuer, or any obligations of the general character of the Bonds, the Indentures, the Intergovernmental Agreement or the Continuing Disclosure Agreement, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or of the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"), or otherwise, or would be in violation of any provision of the federal securities laws; or

(g) there shall have been any material adverse change in the affairs of the Issuer that, in the Underwriter's reasonable judgment, will adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(h) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the Exchange, the SEC or any other federal or state agency or the Congress of the United States, or by Executive Order; or

(i) a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in

violation of any provision of the federal securities laws at the Closing Date, including, but not limited to, the Securities Act, the Exchange Act and the Trust Indenture Act; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to any debt obligations of the Issuer or the State of Tennessee or any general obligations of the Metropolitan Government, or proceedings under the bankruptcy, reorganization, insolvency, moratorium or receivership laws of the United States or of the State of Tennessee shall have been instituted by or against the Issuer, the Metropolitan Government or any agency or instrumentality of the Metropolitan Government, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to adversely affect the market price or the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(k) the Underwriter reasonably determines that any modification to the form of any legal opinion required to be delivered hereunder would have an adverse effect on the market value of the Bonds; or

(l) there is a withdrawal or downgrading of any rating on any of the Issuer's debt obligations substantially similar to the Bonds, or any notice shall have been given of (A) any intended potential downgrading or (B) any review of possible change that does not indicate the direction of a possible change, in the rating accorded to any of the Bonds.

3. At or prior to the closing, the Underwriter shall receive the following:

(a) The unqualified approving opinions of Bond Counsel, addressed to the Underwriter and the Issuer, dated the Closing Date and covering the matters set forth in the Preliminary Official Statement in "APPENDIX G – FORMS OF BOND COUNSEL OPINIONS," with only such changes thereto as are reasonably satisfactory to the Underwriter, together with a letter addressed to the Trustee authorizing the Trustee to rely on such opinions as if they were also addressed to the Trustee;

(b) a supplementary opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter and the Issuer, to the effect that:

(1) no approval or other action is required to be obtained by the Issuer from any governmental authority or agency in connection with the issuance and sale of the Bonds, or the execution by the Issuer of any of the Bond Documents, that has not already been obtained or taken, except that the offer and sale of the Bonds in certain jurisdictions may be subject to compliance with the provisions of the securities or blue sky laws of such jurisdictions (as to which no opinion need be expressed);

(2) the descriptions and statements concerning, and summarizing provisions of, the Bonds, the Indentures, the Intergovernmental Agreement and the Continuing Disclosure Agreement and Tennessee Laws, Metropolitan Laws and Federal Laws contained in the Official Statement under the captions entitled "THE SERIES 2010 BONDS" (other than the information relating to DTC and its book-entry system), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2010 BONDS" (excluding financial and statistical data as to which no opinion is expressed), "INTERGOVERNMENTAL AGREEMENT," and "CONTINUING DISCLOSURE" and in "APPENDIX A – GLOSSARY OF DEFINED TERMS," "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE SERIES 2010A INDENTURE," "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE SERIES 2010B INDENTURE" and "APPENDIX G – FORMS OF BOND COUNSEL OPINIONS," fairly summarize the provisions of the documents or matters of law indicated therein;

(3) the statements under the caption "TAX MATTERS" in the Official Statement, insofar as such statements purport to summarize certain provisions of tax law, regulations and rulings, are reasonable summaries of the provisions so summarized;

(4) based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, the Metropolitan Government, First Southwest Company (the "Financial Advisor") and the Underwriter were at various times present, nothing has come to their attention that would lead them to believe that any of the portions of the Official Statement and the appendices thereto listed in Sections J.3.(b)(2) and (3) hereof contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(5) the Bonds are exempt from registration pursuant to the Securities Act, and each of the Indentures is exempt from qualification as an indenture pursuant to the Trust Indenture Act.

(c) The opinion of counsel to the Issuer, addressed to the Underwriter, the Metropolitan Government, the Trustee and the Issuer, dated the Closing Date, and in form and substance satisfactory to the Underwriter, to the effect that:

(1) this Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer, and constitutes the legal, valid and

binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law;

(2) there is no action, suit, or proceeding or investigation at law or in equity before or by any court, public board or body pending, or, to the knowledge of such counsel, threatened against or affecting the Issuer to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of the Revenues pledged under the Indentures, or in any way contesting or affecting the power of the Issuer relating to the issuance or validity of the Bonds or the Issuer's execution and delivery of, or the performance by the Issuer of its obligations under, any of the Bond Documents, except as disclosed in the Preliminary Official Statement and the Official Statement;

(3) no event affecting the Issuer has occurred since the date of this Agreement the disclosure of which is necessary to make the statements and information in the Official Statement with respect to the Issuer not misleading in any material respect;

(4) the Issuer is a nonprofit public corporation and a public instrumentality of the Metropolitan Government duly created and validly existing under the provisions of the Tennessee Laws and the Metropolitan Laws;

(5) the Issuer has full legal right, power and authority to execute, deliver and perform the Bond Documents, and to issue the Bonds and apply the proceeds thereof pursuant to the Indentures;

(6) the Issuer has duly authorized, executed and delivered the Bond Documents and, assuming due authorization, execution and delivery by the other parties thereto, each constitutes the legal, valid and binding agreement of the Issuer enforceable in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law; and compliance with the provisions of each thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation, or, to the best of

the knowledge of such counsel, any court order or decree or any agreement, contract or other instrument to which the Issuer is a party or is otherwise subject or bound;

(7) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement have been duly authorized by the Issuer;

(8) no approval or other action is required to be obtained by the Issuer from any governmental authority or agency, including, but not limited to, the Metropolitan Government, in connection with the issuance and sale of the Bonds, or the execution by the Issuer of the Bond Documents, that has not already been obtained or taken, except that the offer and sale of the Bonds in certain jurisdictions may be subject to compliance with the provisions of the securities or blue sky laws of such jurisdictions (as to which no opinion need be expressed);

(9) The descriptions and summaries in the Official Statement under the captions "INTRODUCTION," "THE ISSUER," "THE CONVENTION CENTER PROJECT," "PLAN OF FINANCE," "LITIGATION – LITIGATION AFFECTING THE SERIES 2010 BONDS OR THE CONVENTION CENTER PROJECT," "CONTINUING DISCLOSURE" and "OTHER INFORMATION – FINANCIAL ADVISOR" accurately and fairly present the information stated with respect thereto;

(10) the Resolution of the Issuer approving and authorizing the issuance and sale of the Bonds, and the Issuer's execution and delivery of, and the performance by the Issuer of its obligations under, the Bond Documents, was duly adopted at one or more meetings of the Issuer that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout; and

(11) the representations and warranties of the Issuer as set forth in this Bond Purchase Agreement are, as to all matters of law, true and accurate on and as of the Closing Date as if made on the Closing Date.

(d) The opinion of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., counsel to the Underwriter, addressed to the Underwriter and dated the Closing Date, to the effect that:

(1) the Bonds are exempt from registration under the Securities Act, and the Indentures are exempt from qualification under the Trust Indenture Act;

(2) without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in telephone conferences during which representatives of the Issuer, Bond Counsel, the Metropolitan Government, the Financial Advisor and the Underwriter were at various times involved, nothing has come to their attention which would lead them to believe that the information and statements in the Official Statement (excluding the financial statements and information, projections and statistical data included (or made available by an Internet web address) in the Official Statement, the information set forth in the Official Statement in "APPENDIX D – HVS MARKET STUDY" and "APPENDIX F – SUPPLEMENTAL INFORMATION REGARDING THE METROPOLITAN GOVERNMENT," the information set forth in the Official Statement under the captions "MARKET STUDY" and "TAX MATTERS," and the information with respect to DTC in the Official Statement, as to which no view need be expressed) contains an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(3) the form of Continuing Disclosure Agreement meets the requirements of Rule 15c2-12.

(e) The opinion of the Director of Law of the Metropolitan Government, as counsel to the Metropolitan Government, addressed to the Underwriter, the Trustee and the Issuer, dated the Closing Date, and in form and substance satisfactory to the Underwriter, to the effect that:

(1) there is no action, suit or proceeding or investigation at law or in equity before or by any court, public board or body pending, or, to the knowledge of such counsel, threatened against the Metropolitan Government, to restrain or enjoin the issuance, delivery or performance of any of the Bonds or the payment of the Revenues pledged under the Indentures and the Intergovernmental Agreement to the payment of the Bonds, or in any way contesting or affecting the power of the Metropolitan Government relating to the Metropolitan Government's execution and delivery of, or performance by the Metropolitan Government of its obligations under, the Intergovernmental Agreement, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in

connection therewith, except as disclosed in the Preliminary Official Statement and the Official Statement;

(2) Nothing has come to her attention to lead her to believe that any event affecting the Metropolitan Government has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose therein in order to make the statements and information therein with respect to the Metropolitan Government not misleading in any material respect;

(3) the Metropolitan Government is a public body corporate and politic duly organized and existing constituting a public corporation duly created and validly existing as a metropolitan government under the Tennessee Laws and under the Charter of the Metropolitan Government;

(4) the Metropolitan Government has full legal right, power and authority to execute, deliver and perform the Intergovernmental Agreement, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith;

(5) the Metropolitan Government has duly authorized, executed and delivered the Intergovernmental Agreement, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith, assuming due authorization, execution and delivery by the other parties thereto; and the Intergovernmental Agreement, the Continuing Disclosure Agreement and all such instruments and documents constitute the legal, valid and binding obligations of the Metropolitan Government enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law; and compliance with the provisions thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation, or, to the best of the knowledge of such counsel, any court order or decree, or any agreement, contract, or other instrument to which the Metropolitan Government is a party or is otherwise subject or bound;

(6) Resolution No. RS2010-1088 of the Metropolitan Government approving and authorizing the Metropolitan Government's

execution and delivery of, and the performance by the Metropolitan Government of its obligations under, the Intergovernmental Agreement, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith, was duly adopted at one or more meetings of the Metropolitan Council of the Metropolitan Government that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout; and

(7) The descriptions and summaries in the Official Statement under the captions "THE METROPOLITAN GOVERNMENT," "LITIGATION – LITIGATION AFFECTING THE METROPOLITAN GOVERNMENT" and "CONTINUING DISCLOSURE" accurately and fairly present the information stated with respect thereto.

(f) The opinion of counsel to the Metropolitan Development and Housing Agency (the "MDHA"), addressed to the Underwriter, the Trustee, the Metropolitan Government and the Issuer, dated the Closing Date, and in form and substance satisfactory to the Underwriter, with such assumptions, limitations, qualifications and exceptions as may be deemed reasonably necessary by such counsel to MDHA and are reasonably acceptable to the Underwriter, to the effect that:

(1) Except as described in the Preliminary Official Statement and the Official Statement, there is no action, suit or proceeding or investigation at law or in equity before or by any court, public board or body pending, or, to the knowledge of such counsel, threatened against or affecting MDHA in any way contesting or affecting the power of MDHA relating to MDHA's execution and delivery of, or the performance by MDHA of its obligations under, the Intergovernmental Agreement or any instrument or document required to be executed or delivered by it at the Closing pursuant to or in connection therewith;

(2) MDHA is a body corporate and politic constituting a public corporation and public instrumentality duly created and validly existing under the provisions of the Tennessee Laws and the Metropolitan Laws;

(3) MDHA has full legal right, power, and authority to execute, deliver and perform the Intergovernmental Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith;

(4) MDHA has duly authorized, executed and delivered the Intergovernmental Agreement and all instruments and documents required to be executed or delivered by MDHA at the Closing pursuant to or in connection therewith, and, assuming due authorization, execution and delivery by the other parties thereto, the Intergovernmental Agreement and all instruments and documents required to be executed or delivered by MDHA at the Closing pursuant to or in connection therewith constitute the legal, valid and binding obligations of MDHA enforceable against MDHA in accordance with their respective terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law), and compliance by MDHA with the provisions thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation, or, to the knowledge of such counsel, any court order or decree, or any agreement, contract, or other instrument to which MDHA is a party or is otherwise subject or bound; and

(5) the resolutions of MDHA approving and authorizing the execution and delivery of the Intergovernmental Agreement and all instruments and documents required to be executed or delivered by MDHA at the Closing pursuant to or in connection therewith were duly adopted at one or more meetings of MDHA that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout; and

(6) The descriptions and summaries in the Official Statement under the caption "LITIGATION – LITIGATION AFFECTING THE SERIES 2010 BONDS OR THE CONVENTION CENTER PROJECT" relating to MDHA and the two pending litigation cases in which MDHA is a party accurately and fairly present the information stated with respect thereto.

(g) The opinion of special counsel to the Trustee, addressed to the Underwriter, the Trustee and the Issuer, dated the Closing Date, and in form and substance satisfactory to the Underwriter, to the effect that:

(1) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America and is duly qualified to do business in the State of Tennessee;

(2) the Trustee has full power, right and authority to enter into and perform its obligations under the Indentures and the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith;

(3) the Trustee has corporate authority and has duly authorized the authentication of the Bonds and the Trustee's execution and delivery of, and the performance by the Trustee of its obligations under, the Indentures and the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith. The Trustee has duly executed and delivered the Indentures, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered by it at the Closing pursuant to or in connection therewith, and has authenticated the Bonds;

(4) the authentication of the Bonds and the Trustee's execution and delivery of, and performance by the Trustee of its obligations under, the Indentures, the Continuing Disclosure Agreement and all instruments or documents required to be executed by it at the Closing in connection therewith, will not violate any provision of applicable law, rule or regulation or the articles of association or by-laws of the Trustee;

(5) All authorizations which are required under applicable law in connection with the execution, delivery and performance by the Trustee of its obligations under, or in connection with, the Indentures, the Continuing Disclosure Agreement or any instrument or document required to be executed or delivered by it at the Closing pursuant to or in connection therewith or the Bonds have been received, and all such authorizations are in full force and effect with respect to the Trustee; and

(6) The Indentures and the Continuing Disclosure Agreement are the valid and legally binding obligations of the Trustee enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or limiting creditors' rights generally, or by general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

(h) A certificate dated the Closing Date by a duly authorized officer of the Issuer to the effect that the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, and

the Issuer has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing;

(i) A certificate dated as of the Closing Date, executed by a duly authorized officer of the Issuer in form and substance satisfactory to the Underwriter and Bond Counsel, setting forth, among other things, in the manner permitted by the Code and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officers, the expectations set forth in such certificate are reasonable;

(j) A certificate dated as of the Closing Date, executed by a duly authorized officer of the Issuer, in a form acceptable to Bond Counsel and the Underwriter, with respect to the compliance by the Issuer with applicable arbitrage and other requirements of the Code and the regulations thereunder to support the conclusion that the Tax-Exempt Bonds will not be "arbitrage bonds" under the Code and the regulations thereunder and that the Taxable bonds are "qualified bonds" under Section 54AA of the Code;

(k) A certificate of an officer of the Trustee, acceptable to the Underwriter, dated the Closing Date, to the effect that the Indentures and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the Trustee, and the Bonds have been authenticated in accordance with the Indentures by duly authorized officers or signatories of the Trustee; and an incumbency certificate of the Trustee, in form and content acceptable to the Underwriter and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the Bonds, the Indentures, the Continuing Disclosure Agreement and all instruments and documents required to be executed or delivered pursuant to or in connection therewith;

(l) Letters from Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., Moody's Investors Service, Inc. and Fitch Ratings assigning long-term municipal bond ratings of A, A2 and A+, respectively, to the Series 2010A Bonds, and ratings of A, Aa3 and A+, respectively, to the Series 2010B Bonds, all of which ratings remain in effect on the Closing Date;

(m) Fully executed counterparts of the Indentures, the Intergovernmental Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement, a copy of the Resolution certified by the Secretary or Assistant Secretary of the Issuer, and specimens of the Bonds;

(n) The Official Statement, executed on behalf of the Issuer by a duly authorized officer thereof;

(o) Evidence that, in connection with each of the Series 2010A-1 Bonds and the Series 2010B-1 Bonds, a Form 8038-G has been completed, has been executed by a duly authorized officer of the Issuer and will be filed with the Internal Revenue Service;

(p) Evidence that, in connection with each of the Series 2010A-2 Bonds and the Series 2010B-2 Bonds, a Form 8038-B has been completed, has been executed by a duly authorized officer of the Issuer and will be filed with the Internal Revenue Service;

(q) A certificate dated the Closing Date by a duly authorized official of the Metropolitan Government to the effect that the Issuer and the Metropolitan Government are not required to obtain the permission of KPMG LLP, the independent auditors for the Metropolitan Government, prior to including an electronic link to the Metropolitan Government's audited financial statements (including the auditor's report on the financial statements), in the Official Statement;

(r) A certificate dated the Closing Date by a duly authorized official of the Metropolitan Government stating that the information set forth in the Official Statement in "APPENDIX F – SUPPLEMENTAL INFORMATION REGARDING THE METROPOLITAN GOVERNMENT" did not as of the date of the Official Statement, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(s) A copy of the DTC Blanket Letter of Representations of the Issuer; and

(t) Such additional legal opinions, certificates, documents and instruments as the Underwriter may reasonably request in form and substance satisfactory to the Underwriter and counsel to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligations hereunder, except as provided in Sections K and M hereof; provided, however, that the Underwriter may in its discretion waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

K. Payment of Expenses.

1. The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Trustee under the Indentures to pay from the proceeds of the Bonds (to the extent permitted under applicable law) or from other funds of the Issuer, certain expenses set forth in this Section K that are incidental to the performance of the Issuer's obligations hereunder, including, but not limited to, the following: (i) all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either thereof; (ii) all expenses in connection with the printing, issuance and delivery of the Bonds; (iii) the fees and disbursement of Bond Counsel, Issuer's counsel, the Financial Advisor and auditors; (iv) the fees and disbursements of the Trustee and its counsel; (v) all expenses in connection with obtaining a rating or ratings for the Bonds; (vi) all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing required by Bond Counsel, of the Indentures, the Intergovernmental Agreement, the Continuing Disclosure Agreement, this Bond Purchase Agreement and any financing statement or notice with respect thereto; and (vii) all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Bonds.

2. The Underwriter shall pay the costs of qualifying the Bonds for sale in various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with the public offering and distribution of the Bonds.

L. Blue Sky Qualification. The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state. The Issuer consents to the use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualification.

M. Reimbursement for Certain Liabilities.

1. The Issuer shall indemnify and hold harmless, to the extent permitted by applicable law, the Underwriter, the directors, officer, employees, attorneys and agents of the Underwriter, and each person who controls the Underwriter, within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (the Underwriter and each such director, officer, employee, agent and person being herein referred to as an "Underwriter Protected Party"), against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other federal or state law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (a) a claim in connection with the public offering of the Bonds to

the effect that the Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act or (b) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement (or in a supplement or amendment thereto) or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and, to the extent permitted by applicable law, the Issuer shall be liable to reimburse each such Underwriter Protected Party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Issuer by or on behalf of the Underwriter specifically for inclusion therein. This protection will be in addition to any liability which the Issuer may otherwise have.

2. Each Underwriter, severally and not jointly, will indemnify and hold harmless the Issuer, together with each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (the Issuer and each such member, director, officer, employee and person being herein referred to as an "Issuer Protected Party"), to the same extent as the foregoing reimbursement from the Issuer to the Underwriter, but only with reference to written information relating to the Underwriter furnished by Goldman, Sachs & Co. specifically for use in the preparation of the Preliminary Official Statement or the Official Statement. This reimbursement agreement will be in addition to any liability which the Underwriter may otherwise have. The Issuer acknowledges that the statements under the caption "OTHER INFORMATION -- UNDERWRITING" in the Preliminary Official Statement and the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement and the Official Statement.

3. For purposes of this Section M.3, the term "Protected Party" shall include each Issuer Protected Party and each Underwriter Protected Party. In case any claim shall be made or action brought against a Protected Party for which reimbursement may be sought against any reimbursing party, as provided above, the Protected Party shall promptly notify the reimbursing party in writing setting forth the particulars of such claim or action (but the failure to so notify the indemnifying party shall not relieve it from liability under Sections M.1 and M.2 hereof unless and to the extent such failure results in the forfeiture by the indemnifying party of substantial rights and defenses) and the reimbursing party shall assume the defense thereof, including the retaining of counsel acceptable to such Protected Party and the payment of all expenses and shall have the right to

negotiate and consent to settlement. A Protected Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Protected Party unless the employment of such counsel has been specifically authorized by the reimbursing party, or the reimbursing party shall not have employed counsel reasonably acceptable to the Protected Party to have charge of the defense of such action or proceeding, or the Protected Party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the reimbursing party (in which case the reimbursing party shall not have the right to direct the defense of such action or proceeding on behalf of the Protected Party), in any of which events, such legal or other expenses shall be borne by the reimbursing party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the reimbursing party or if there is a final judgment for the plaintiff in any action with or without written consent of the reimbursing party, to the extent permitted by applicable law, the reimbursing party agrees to reimburse and hold harmless the Protected Parties to the extent of the provisions set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement entered into without the consent of a Protected Party (i) must include an unconditional release of each Protected Party from all liability arising out of such action and (ii) must not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Protected Party.

4. If the reimbursement for which this Section M provides is unenforceable, or is unavailable to a reimbursing party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to reimbursement herein, then the reimbursing party shall, in lieu of reimbursing such Protected Party, and to the extent permitted by applicable law, contribute to the amount paid or payable by such Protected Party as a result of such losses, claims, damages or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the reimbursing party shall contribute, to the extent permitted by applicable law, to such amount paid or payable by such Protected Party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, shall be deemed to be in the same proportion as the total proceeds of the sale of the Bonds paid to the Issuer pursuant to Section A hereof (before deducting expenses) bear to the underwriting discount received by the Underwriter (the difference between the initial public offering price for the Bonds and the price to be paid therefor by the Underwriter as set forth in the

Official Statement under the caption "OTHER INFORMATION -- UNDERWRITING"). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this Section M.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section M.4. The amount paid or payable by any Protected Party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Protected Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section M.4, however, the Underwriter shall not be required to contribute an amount in excess of the amount by which such initial public offering price exceeds the amount of any damages which the Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriter's obligations in this Section M.4 to contribute are several in proportion to their respective underwriting obligations and not joint.

N. Notices. All notices for which this Bond Purchase Agreement provides shall be made in writing either by actual delivery of the notice into the hands of the party entitled thereto, by confirmed facsimile transmission, by sending the notice by overnight courier, or by mailing by certified or registered mail, return receipt requested, in the United States mail, to the address as stated below (or to such other address as may have been designated by written notice provided pursuant to this Section N) of the party entitled thereto. The notice shall be deemed to be received in case of actual delivery on the date of its actual receipt by the party entitled thereto; in case of delivery by facsimile, on the date receipt thereof by the party entitled thereto during such party's regular business hours is confirmed; and in case of delivery by overnight courier or mailing, on the date of delivery to the party entitled thereto on a regular business day for such party.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Issuer at the address set forth above and to the Underwriter at the following address:

Goldman, Sachs & Co.
200 West Street, 24th Floor
New York, NY 10282
Attention: David Levy

O. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

P. General Provisions. This Bond Purchase Agreement is made solely for the benefit of the signatories hereto (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of delivery of and payment for the Bonds and any termination of this Bond Purchase Agreement. The titles or headings to the various sections of this Bond Purchase Agreement are for convenience of reference only, do not define or limit the contents thereof, and should be ignored in any construction thereof. In the event any provision of this Bond Purchase Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Q. Entire Agreement. This Bond Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Bond Purchase Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

R. Counterparts. This Bond Purchase Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument.

S. Interpretation. The parties acknowledge that each party hereto and/or its counsel have reviewed and/or revised this Bond Purchase Agreement and that any rule of construction to the effect that any ambiguities in this Bond Purchase Agreement are to be resolved against the drafting party shall not be employed in interpretation of this Bond Purchase Agreement or any amendments or exhibits hereto.

[SIGNATURES APPEAR ON NEXT PAGE]

Very truly yours,

GOLDMAN, SACHS & CO.

By _____
Title _____

ACCEPTED:

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

By: _____
Title: _____

APPENDIX I

UNDERWRITERS

GOLDMAN, SACHS & CO.
MORGAN KEEGAN & CO., INC.
MORGAN STANLEY
BANK OF AMERICA MERRILL LYNCH
FIFTH THIRD SECURITIES, INC.
HAREVESTONS SECURITIES, INC.
MESIROW FINANCIAL, INC.
STEPHENS INC.

APPENDIX II

[[[$11,700,000]]]
TOURISM TAX REVENUE BONDS, SERIES 2010A-1

Principal Amount	Maturity (July 1)	Interest Rate	Yield	Initial Offering Price
	2016			
	2017			
	2018			

[[[$191,075,000]]]
TOURISM TAX REVENUE BONDS FEDERALLY TAXABLE, SERIES 2010A-2
(BUILD AMERICA BONDS - DIRECT PAYMENT)

Principal Amount	Maturity (July 1)	Interest Rate	Yield	Initial Offering Price	Principal Amount	Maturity (July 1)	Interest Rate	Yield	Initial Offering Price
	2019					2032			
	2020					2033			
	2021					2034			
	2022					2035			
	2023					2036			
	2024					2037			
	2025					2038			
	2026					2039			
	2027					2040			
	2028					2041			
	2029					2042			
	2030					2043			
	2031								

[[[$16,770,000]]]
SUBORDINATE TOURISM TAX REVENUE BONDS, SERIES 2010B-1

Principal Amount	Maturity (July 1)	Interest Rate	Yield	Initial Offering Price
	2015			
	2016			
	2017			
	2018			

[[[$413,780,000]]]
SUBORDINATE TOURISM TAX REVENUE BONDS FEDERALLY TAXABLE, SERIES 2010B-2
(BUILD AMERICA BONDS - DIRECT PAYMENT)

Principal Amount	Maturity (July 1)	Interest Rate	Yield	Initial Offering Price	Principal Amount	Maturity (July 1)	Interest Rate	Yield	Initial Offering Price
	2019					2032			
	2020					2033			
	2021					2034			
	2022					2035			
	2023					2036			
	2024					2037			
	2025					2038			
	2026					2039			
	2027					2040			
	2028					2041			
	2029					2042			
	2030					2043			
	2031								

APPENDIX III

[TO COME]

EXHIBIT A

[Form of Continuing Disclosure Agreement]

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

$_____
Tourism Tax Revenue Bonds, Series 2010A-1

$_____
Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2
(Build America Bonds – Direct Payment)

$_____
Subordinate Tourism Tax Revenue Bonds, Series 2010B-1

and

$_____
Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B-2
(Build America Bonds – Direct Payment)

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is made as of _____, 2010, by and among **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Issuer"), a Tennessee nonprofit public corporation and instrumentality of The Metropolitan Government of Nashville and Davidson County, **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Metropolitan Government"), **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Trustee (the "Trustee"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Dissemination Agent. The Issuer, the Metropolitan Government, the Trustee and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of this Agreement. This Agreement is being executed and delivered by the Issuer and the Metropolitan Government for the benefit of the Holders and Beneficial Owners of the Series 2010 Bonds and to assist the Underwriters in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Agreement unless otherwise defined in this Agreement, the following capitalized terms shall have the following meanings:

"**Accounting Standards**" shall mean generally accepted accounting principles promulgated by the Governmental Accounting Standards Board as in effect from time to time.

"**Beneficial Owner**" shall mean any Person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Series 2010 Bonds

(including Persons holding Series 2010 Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean U.S. Bank National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean MSRB's Electronic Municipal Market Access System on the MSRB Website.

"**Holder**" shall mean the Person in whose name any Series 2010 Bond shall be registered.

"Indenture" shall mean, collectively, the Series 2010A Indenture and the Series 2010B Indenture.

"Independent Accountant" shall mean any firm of certified public accountants appointed by the Issuer or the Metropolitan Government that is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Issuer Annual Report" shall mean the information summarized in Section 5 hereof.

"Issuer Disclosure Representative" shall mean the Chair of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Issuer Listed Events" shall mean any of the events listed in Section 6(a)(i)-(xi) hereof.

"Metropolitan Government Annual Report" shall mean the information summarized in Section 8 hereof.

"Metropolitan Government Disclosure Representative" shall mean the Director of Finance of the Metropolitan Government or his or her designee, or such other officer or employee as the Metropolitan Government shall designate in writing to the Dissemination Agent from time to time.

"Metropolitan Government Listed Events" shall mean any of the events listed in Section 9(a)(i)-(xi) hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through EMMA.

"MSRB Website" shall mean www.emma.msrb.org.

"Official Statement" shall mean the Official Statement, dated _____, 2010, relating to the Series 2010 Bonds.

"Required Electronic Format" shall mean the electronic format then prescribed by the MSRB pursuant to the Rule.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

"Series 2010 Bonds" shall mean the Series 2010A Bonds and the Series 2010B Bonds, collectively.

"Series 2010A Bonds" shall mean the Issuer's $_____ Tourism Tax Revenue Bonds, Series 2010A-1, and the Issuer's $_____ Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2 (Build America Bonds – Direct Payment).

"Series 2010A Indenture" shall mean the Indenture of Trust, dated as of April 1, 2010, by and between the Issuer and the Trustee, pursuant to which the Issuer has issued the Series 2010A Bonds.

"Series 2010B Bonds" shall mean the Issuer's $_____ Subordinate Tourism Tax Revenue Bonds, Series 2010B-1, and the Issuer's $_____ Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B-2 (Build America Bonds – Direct Payment).

"Series 2010B Indenture" shall mean the Indenture of Trust, dated as of April 1, 2010, by and between the Issuer and the Trustee, pursuant to which the Issuer has issued the Series 2010B Bonds.

"State" shall mean the State of Tennessee.

"State Repository" shall mean any public or private repository or entity designated by the State as a State information depository for the purposes of the Rule. As of the date of this Agreement, there is no State Repository.

"Underwriter" shall mean any of the original underwriters of the Series 2010 Bonds required to comply with the Rule in connection with the offering of the Series 2010 Bonds.

SECTION 3. General. Nothing in this Agreement shall prevent the Issuer or the Metropolitan Government from disseminating any information in addition to that required by this Agreement. If the Issuer or the Metropolitan Government disseminates any such additional information, neither the Issuer nor the Metropolitan Government, respectively, shall have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the Issuer, the Metropolitan Government, the Trustee or the Dissemination Agent in complying with this Agreement shall be paid by the Issuer.

SECTION 4. Issuer Undertaking.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of each fiscal year of the Issuer (commencing with the Issuer Annual Report for its 2010 fiscal year ending June 30, 2010 (which Issuer Annual Report is due not later than March 31, 2011)), provide to the MSRB an Issuer Annual Report which is consistent with the requirements of Section 5 hereof. The Issuer Annual Report must be submitted in the Required Electronic Format and accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 5 hereof. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for an Issuer Listed Event under Section 6(a) hereof. The Issuer Annual Report shall identify the Series 2010 Bonds by name and CUSIP number.

(b) In the event the Issuer elects to comply with the undertaking of the Issuer set forth in Section 4(a) hereof through the Dissemination Agent, the Issuer shall, not later than 15 Business Days prior to the date on which the Issuer Annual Report is due to be filed, provide the Issuer Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If, by such date prior to the date on which the Issuer Annual Report is to be filed, the Trustee has not received a copy of such Issuer Annual Report, the Trustee shall contact the Issuer and the Dissemination Agent (if other than the Trustee) to confirm that the Issuer has complied or will comply directly with the undertaking of the Issuer set forth in Section 4(a) hereof. The Dissemination Agent and the Trustee may conclusively rely upon receipt of an Issuer Annual Report as a certification by the Issuer that such Annual Report constitutes the Issuer Annual Report required to be filed by the Issuer hereunder. The Trustee and the Dissemination Agent shall have no duty or obligation to review such Issuer Annual Report. If the Trustee is unable to verify that the applicable Issuer Annual Report has been filed with the MSRB by the date required in Section 4(a) hereof, the Trustee shall, in a timely manner, send a notice to the MSRB and any State Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall, upon verification of the filing of an Issuer Annual Report filed by the Dissemination Agent on behalf of the Issuer, file a report with the Issuer and the Trustee certifying that such Issuer Annual Report has been filed with the MSRB pursuant to this Agreement and stating the date of such filing.

SECTION 5. Content of Issuer Annual Report. The Issuer Annual Report shall contain the following:

(a) Audited financial statements of the Issuer for its preceding fiscal year, prepared by an Independent Accountant in accordance with the Accounting Standards (or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation). If the Issuer's audited financial statements are not available by the time the Issuer Annual Report is required to be provided to the MSRB pursuant to Section 4(a) hereof, the Issuer Annual Report shall contain unaudited financial statements in the format required by the Accounting Standards for audited financial statements as far as reasonably practicable, and the audited financial statements shall be provided to the MSRB in the same manner as the Issuer Annual Report when they become available; and

(b) To the extent not included in the audited financial statements of the Issuer, the Issuer Annual Report shall also include financial information and operating data with respect to the Convention Center Project containing essentially the same type of information as specified and included in the sections of the Official Statement captioned as follows:

(i) "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2010 BONDS – SECURITY FOR SERIES 2010A BONDS – Historical and Projected Series 2010A Debt Service Coverage";

(ii) "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2010 BONDS – SECURITY FOR SERIES 2010B BONDS – Projected Series 2010B Debt Service Coverage"; and

(iii) "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2010 BONDS – SECURITY FOR SERIES 2010B BONDS – Non-Tax Revenues";

provided, however, that the financial information and operating data provided pursuant to this Section 5(b) shall include only actual revenues and results of operations and the Issuer shall not be required to provide updated forecasts or projections applicable to future periods. Historical financial and operating data of the type of information specified above will include information for the preceding five fiscal years of the Convention Center Project (or, until the Convention Center Project has been in operation for five complete fiscal years, from the opening date of the Convention Center Project). Any or all of the items listed above in this Section 5 may be set forth in one or a set of documents or may be included by specific reference to other documents that have been made available to the public on the MSRB Website or filed with the SEC. The Issuer shall clearly identify each such other document so included by reference.

SECTION 6. Reporting of Issuer Listed Events.

(a) Pursuant to the provisions of this Section 6, the Issuer shall give, or cause to be given, notice to the MSRB, in a timely manner in the Required Electronic Format, of any of the following events with respect to the Series 2010 Bonds, if material:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the Series 2010 Bonds or affecting the tax-exempt status of the Issuer's $_____ Tourism Tax Revenue Bonds, Series 2010A-1 or the Issuer's

$_____ Subordinate Tourism Tax Revenue Bonds, Series 2010B-1;

(vii) modifications to rights of Holders or Beneficial Owners of the Series 2010 Bonds;

(viii) Series 2010 Bond calls;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the Series 2010 Bonds; and

(xi) rating changes.

(b) The Trustee shall, within one Business Day (or as soon as reasonably practicable thereafter) of obtaining actual knowledge of the occurrence of any of the Issuer Listed Events, contact the Issuer Disclosure Representative, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to Section 6(f) hereof. For purposes of this Section 6(b), "actual knowledge" of the occurrence of such Issuer Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Trustee with regular responsibility for the administration of matters related to the Indenture. The Trustee shall have no responsibility to determine the materiality of any of the Issuer Listed Events.

(c) Whenever the Issuer obtains knowledge of the occurrence of an Issuer Listed Event, whether because of a notice from the Trustee pursuant to Section 6(b) hereof or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of an Issuer Listed Event would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 6(f) hereof.

(e) If, in response to a request under Section 6(b) hereof, the Issuer determines that the Issuer Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of an Issuer Listed Event, the Dissemination Agent shall file a written notice of such occurrence with the MSRB in the Required Electronic Format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 7. Metropolitan Government Undertaking.

(a) The Metropolitan Government shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of each fiscal year of the Metropolitan Government (commencing with the Metropolitan Government Annual Report for its 2010 fiscal year ending June 30, 2010 (which Metropolitan Government Annual Report is due not later than March 31, 2011)), provide to the MSRB a Metropolitan Government Annual Report which is consistent with the requirements of Section 8 hereof. The Metropolitan Government Annual Report must be submitted in the Required Electronic Format and accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 8 hereof. If the Metropolitan Government's fiscal year changes, it shall give notice of such change in the same manner as for a Metropolitan Government Listed Event under Section 9(a) hereof. The Metropolitan Government Annual Report shall identify the Series 2010 Bonds by name and CUSIP number.

(b) In the event the Metropolitan Government elects to comply with the undertaking of the Metropolitan Government set forth in Section 7(a) hereof through the Dissemination Agent, the Metropolitan Government shall, not later than 15 Business Days prior to the date on which the Metropolitan Government Annual Report is due to be filed, provide the Metropolitan Government Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If, by such date prior to the date on which the Metropolitan Government Annual Report is to be filed, the Trustee has not received a copy of such Metropolitan Government Annual Report, the Trustee shall contact the Metropolitan Government and the Dissemination Agent (if other than the Trustee) to confirm that the Metropolitan Government has complied or will comply directly with the undertaking of the Metropolitan Government set forth in Section 7(a) hereof. The Dissemination Agent and the Trustee may conclusively rely upon receipt of a Metropolitan Government Annual Report as a certification by the Metropolitan Government that such Annual Report constitutes the Metropolitan Government Annual Report required to be filed by the Metropolitan Government hereunder. The Trustee and the Dissemination Agent shall have no duty or obligation to review such Metropolitan Government Annual Report. If the Trustee is unable to verify that the applicable Metropolitan Government Annual Report has been filed with the MSRB by the date required in Section 7(a) hereof, the Trustee shall, in a timely manner, send a notice to the MSRB and any State Repository in substantially the form attached as Exhibit B hereto.

(c) The Dissemination Agent shall, upon verification of the filing of a Metropolitan Government Annual Report filed by the Dissemination Agent on behalf of the Metropolitan Government, file a report with the Metropolitan Government and the Trustee certifying that such Metropolitan Government Annual Report has been filed with the MSRB pursuant to this Agreement and stating the date of such filing.

SECTION 8. Content of Metropolitan Government Annual Report. The Metropolitan Government Annual Report shall contain the following:

(a) Audited financial statements of the Metropolitan Government for its preceding fiscal year, prepared by an Independent Accountant in accordance with the Accounting Standards (or such other accounting principles as the Metropolitan Government may be required

to employ from time to time pursuant to State law or regulation). If the Metropolitan Government's audited financial statements are not available by the time the Metropolitan Government Annual Report is required to be provided to the MSRB pursuant to Section 7(a) hereof, the Metropolitan Government Annual Report shall contain unaudited financial statements in a format similar to the financial statements available at the electronic link provided in "APPENDIX E" to the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Metropolitan Government Annual Report when they become available; and

(b) To the extent not included in the audited financial statements of the Metropolitan Government, the Metropolitan Government Annual Report shall also include the following:

(i) quantitative financial information and operating data with respect to the Metropolitan Government of the general type available at the electronic link provided in "APPENDIX E" to the Official Statement; and

(ii) updated financial and operating information set forth in the tables and text in the sections of and appendices to the Official Statement captioned as follows:

(A) "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2010 BONDS – SECURITY FOR SERIES 2010B BONDS – Non-Tax Revenues"; and

(B) "APPENDIX F – SUPPLEMENTAL INFORMATION REGARDING THE METROPOLITAN GOVERNMENT."

Historical financial and operating data of the type of information specified above will include information for the preceding five fiscal years of the Metropolitan Government. Any or all of the items listed above in this Section 8 may be set forth in one or a set of documents or may be included by specific reference to other documents that have been made available to the public on the MSRB Website or filed with the SEC. The Metropolitan Government shall clearly identify each such other document so included by reference.

SECTION 9. Reporting of Metropolitan Government Listed Events.

(a) Pursuant to the provisions of this Section 9, the Metropolitan Government shall give, or cause to be given, notice to the MSRB, in a timely manner in the Required Electronic Format, of any of the following events with respect to the Series 2010 Bonds, if material:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the Series 2010 Bonds or affecting the tax-exempt status of the Issuer's $_____ Tourism Tax Revenue Bonds, Series 2010A-1 or the Issuer's $_____ Subordinate Tourism Tax Revenue Bonds, Series 2010B-1;

(vii) modifications to rights of holders of the Series 2010 Bonds;

(viii) Series 2010 Bond calls;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the Series 2010 Bonds; and

(xi) rating changes.

(b) The Trustee shall, within one Business Day (or as soon as reasonably practicable thereafter) of obtaining actual knowledge of the occurrence of any of the Metropolitan Government Listed Events, contact the Metropolitan Government Disclosure Representative, inform such person of the event, and request that the Metropolitan Government promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to Section 9(f) hereof. For purposes of this Section 9(b), "actual knowledge" of the occurrence of such Metropolitan Government Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Trustee with regular responsibility for the administration of matters related to the Indenture. The Trustee shall have no responsibility to determine the materiality of any of the Metropolitan Government Listed Events.

(c) Whenever the Metropolitan Government obtains knowledge of the occurrence of a Metropolitan Government Listed Event, whether because of a notice from the Trustee pursuant to Section 9(b) hereof or otherwise, the Metropolitan Government shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Metropolitan Government determines that knowledge of the occurrence of a Metropolitan Government Listed Event would be material under applicable federal securities laws, the Metropolitan Government shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 9(f) hereof.

(e) If, in response to a request under Section 9(b) hereof, the Metropolitan Government determines that the Metropolitan Government Listed Event would not be material under applicable federal securities laws, the Metropolitan Government shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(f) If the Dissemination Agent has been instructed by the Metropolitan Government to report the occurrence of a Metropolitan Government Listed Event, the Dissemination Agent shall file a written notice of such occurrence with the MSRB in the Required Electronic Format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 10. Annual Financial Information; Accompanying Information. The contents, presentation and format of the financial statements in the Issuer Annual Report and the Metropolitan Government Annual Report may be modified from time to time as determined in the judgment of the Issuer and the Metropolitan Government, as applicable, to conform to changes in the Rule or to disclosure principles or practices and legal requirements followed by or applicable to the Issuer or the Metropolitan Government; provided, however, that such modifications shall comply with the requirements of the Rule. All documents required to be provided to the MSRB hereunder shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11. Remedies. This Agreement is enforceable in accordance with its terms by any Holder or Beneficial Owner, either directly or as a third party beneficiary. Any Holder or Beneficial Owner shall have the right, for the equal benefit and protection of all Holders and Beneficial Owners, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the Issuer, the Metropolitan Government or any of the officers, agents and employees of the Issuer and the Metropolitan Government, and to compel the Issuer and the Metropolitan Government or any such officers, agents, or employees to perform and carry out their duties under their respective undertakings; provided, however, that such rights shall be limited to an action to compel specific enforcement of the obligations of the Issuer and the Metropolitan Government hereunder and shall not include any right to monetary damages. The Dissemination Agent and the Trustee shall not be obligated or liable to any Holder or Beneficial Owner of the Series 2010 Bonds or other party with respect to any aspect of the implementation, operation or enforcement of any undertaking set forth herein. If the Dissemination Agent or the Trustee is made a party to any litigation or legal action involving any undertaking, the Issuer shall pay the legal fees and related costs and expenses of the Dissemination Agreement and the Trustee in connection with such litigation or legal action.

SECTION 12. Amendments. This Agreement may be amended only as permitted by, and in accordance with, the Rule.

SECTION 13. Dissemination Agent. The Issuer hereby appoints U.S. Bank National Association as the initial Dissemination Agent. The Issuer may, from time to time, appoint or engage a different Dissemination Agent to assist the Issuer and the Metropolitan Government in carrying out their respective obligations under this Agreement, and may discharge any such Dissemination Agent. The Dissemination Agent may resign by providing 30 days written notice to the Issuer, the Metropolitan Government and the Trustee. The Dissemination Agent shall have no duty to prepare any report, nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer or the Metropolitan Government in a timely manner and in a form suitable for filing. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer or the Metropolitan Government pursuant to this Agreement. In the event that there is no separate Dissemination Agent then acting under this Agreement, the Trustee shall assume and perform all of the duties and

obligations assigned to the Dissemination Agent hereunder and shall serve as Dissemination Agent.

SECTION 14. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article X of the Indenture is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Indenture, and the Trustee and Dissemination Agent shall be entitled to the protections and limitations from liability afforded the Trustee thereunder. The Dissemination Agent (if other than the Trustee, or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Agreement. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The obligations of the Issuer under this Section 14 shall survive resignation or removal of the Dissemination Agent and payment of the Series 2010 Bonds.

SECTION 15. Notices. Any notices or communications to or among any of the parties to this Agreement shall be in writing and sent as follows:

Issuer: The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County

_____

_____

Attention: _____

Facsimile: _____

Trustee: U.S. Bank National Association, Trustee
Corporate Trust Services
150 Fourth Avenue North, 2nd Floor
Nashville, Tennessee 37219
Attention: _____
Facsimile: _____

Dissemination Agent: U.S. Bank National Association, Trustee
Corporate Trust Services
150 Fourth Avenue North, 2nd Floor
Nashville, Tennessee 37219
Attention: _____
Facsimile: _____

Metropolitan Government: The Metropolitan Government of Nashville and Davidson County

_____

_____

Attention: _____

Facsimile: _____

Any Person may, by written notice to the other Persons listed above, designate a different address to which subsequent notices or communications should be sent.

SECTION 16. Parties in Interest; Governing Law. This Agreement is executed and delivered for the sole benefit of the Holders and Beneficial Owners of the Series 2010 Bonds, the Issuer, the Metropolitan Government and the Underwriters, and shall be governed by the laws of the State of Tennessee.

SECTION 17. Termination. The undertakings of the Issuer and the Metropolitan Government hereunder shall terminate on the earlier of (a) such date that the Rule, or the provisions thereof, are no longer effective, or (b) the date upon which there are no Outstanding Series 2010 Bonds.

SECTION 18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer, the Metropolitan Government, the Trustee and the Dissemination Agent each have caused this Agreement to be executed by their respective officers, duly authorized, all as of the date first above written.

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

By: _____
Title: _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION, AS DISSEMINATION AGENT

By: _____
Title: _____

EXHIBIT A

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:	The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County
Name of Bonds:	The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County $_____ Tourism Tax Revenue Bonds, Series 2010A-1; $_____ Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2 (Build America Bonds – Direct Payment); $_____ Subordinate Tourism Tax Revenue Bonds, Series 2010B-1; and $_____ Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B-2 (Build America Bonds – Direct Payment)
Date of Issuance:	_____, 2010

NOTICE IS HEREBY GIVEN that The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (the "Issuer") has not provided an annual report with respect to the above-named Bonds with the Municipal Securities Rulemaking Board as required by the Continuing Disclosure Agreement, dated as of _____, as amended or modified, to which the Issuer is a party, relating to the above-named Bonds. The Issuer has advised the undersigned that the Issuer anticipates that its annual report will be filed by _____.

Dated: _____

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By [to be signed only if filed]

EXHIBIT B

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:	The Metropolitan Government of Nashville and Davidson County
Name of Bonds:	The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County $_____ Tourism Tax Revenue Bonds, Series 2010A-1; $_____ Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2 (Build America Bonds – Direct Payment); $_____ Subordinate Tourism Tax Revenue Bonds, Series 2010B-1; and $_____ Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B-2 (Build America Bonds – Direct Payment)
Date of Issuance:	_____, 2010

NOTICE IS HEREBY GIVEN that The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") has not provided an annual report with respect to the above-named Bonds with the Municipal Securities Rulemaking Board as required by the Continuing Disclosure Agreement, dated as of _____, as amended or modified, to which the Metropolitan Government is a party, relating to the above-named Bonds. The Metropolitan Government has advised the undersigned that the Metropolitan Government anticipates that its annual report will be filed by _____.

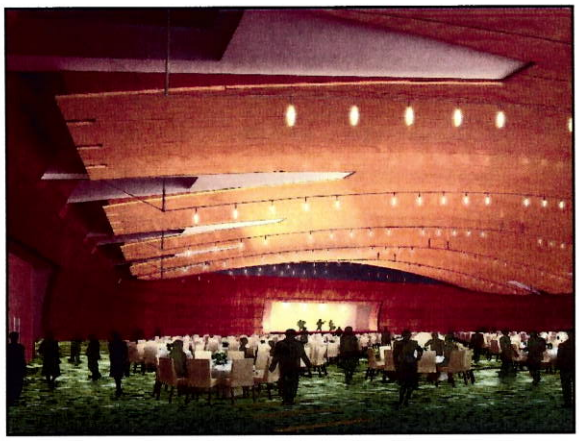
Dated: _____

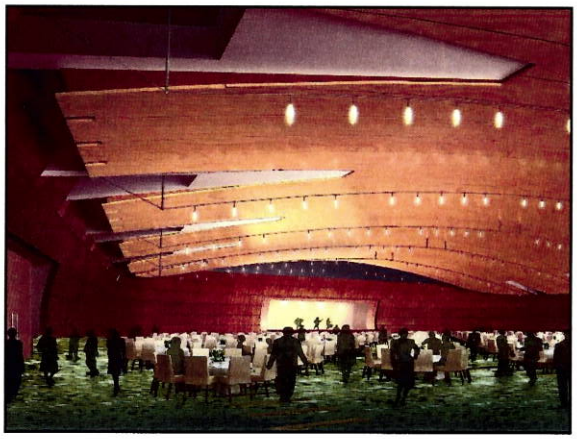
U.S. BANK NATIONAL ASSOCIATION, as Trustee

By [to be signed only if filed]

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.*





Hotel Tax Collection

As of January 31, 2010

	5% Tax FY 08-09	5% Tax FY 09-10	5% Tax % Change	Additional Net MCC Taxes FY 08-09	Additional Net MCC Taxes FY 09-10	Additional Net MCC Tax % Change
July	$2,257,815	$1,850,177	-18.05%	$1,370,632	$1,205,046	-12.08%
August	$2,091,987	$1,709,551	-18.28%	$1,300,269	$1,142,065	-12.17%
September	$1,807,532	$1,767,539	-2.21%	$1,094,057	$1,124,542	2.79%
October	$2,426,977	$2,155,206	-11.20%	$1,373,702	$1,303,494	-5.11%
November	$2,032,881	$1,826,391	-10.16%	$1,136,580	$1,097,561	-3.43%
December	$1,839,033	$1,768,126	-3.85%	$1,047,214	$1,066,713	1.86%
January	$1,510,652	$1,450,766	-3.96%	$946,609	$922,269	-2.57%
February	$1,777,679			$1,058,263		
March	$1,833,711			$1,118,420		
April	$1,882,543			$1,178,482		
May	$1,835,817			$1,148,024		
June	$2,109,245			$1,286,891		
YTD Total	$13,965,877	$12,527,756	-10.30%	$8,269,063	$7,861,690	-4.93%

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

Music City Center Tax Collection

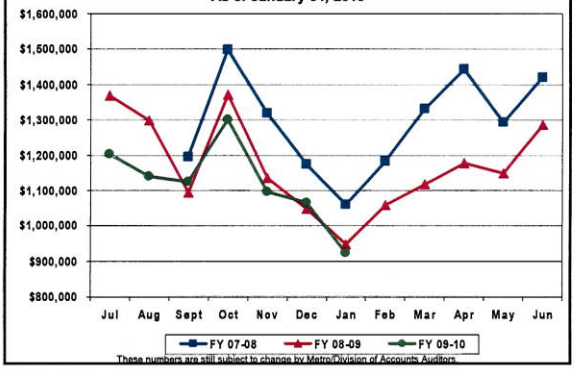
January 2009 vs. 2010

	2009	2010	Variance
Gross 1% Occupancy Tax	$302,130	$290,153	-3.96%
Secondary TDZ 1%	($74,306)	($65,956)	-11.24%
Net 1% Occupancy Tax	$227,824	$224,197	-1.59%
$2 Room Tax	$623,628	$603,291	-3.26%
Contracted Vehicle	$27,857	$30,147	8.22%
Rental Vehicle	$67,300	$64,634	-3.96%
Total January	$946,609	$922,269	-2.57%

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

MCC Net Tax Collections

As of January 31, 2010



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

BELL CLARK
A JOINT VENTURE
In Association with harmony

GENERAL SAFETY AND PROJECT RULES / CODE OF SAFE PRACTICES

It is our intention to provide and maintain a totally safe and healthy job site. **Your commitment to safety is a condition for continuous employment on this project.**

EVACUATION

In the event of a fire or any time project evacuation is required, all personnel on site will be informed. (See Evacuation Plan)

YOU SHALL IMMEDIATELY:

Cease all work and shut off all electrical equipment, including welding machines, air compressors, etc.

Close valves on gas cylinders.

WALK! (DO NOT RUN OR JUMP FROM ELEVATED POSITIONS) to the designated assembly points. Remain at the assembly point until the all-clear signal is sounded. Be prepared to follow the directions from your supervisor.

FIRST AID

All injuries are to be reported to your supervisor and the site Safety Manager immediately. **DO NOT LEAVE THE SITE WITHOUT REPORTING AN INJURY; REGARDLESS OF HOW MINOR YOU MAY THINK IT IS.**

Injuries requiring a doctor's care will require a medical authorization form.

If we have an employee injured on our job we want the best medical care possible. However, if we have any injury that we suspect is fraudulent we will spare no expense investigating and prosecuting.

A post-accident drug screen may be required.

PROTECTIVE EQUIPMENT

HEAD PROTECTION

A hard hat must be worn at all times once entering the work area. Areas of exception are offices; equipment with fully enclosed cabs, lunch and break periods provided no work is going on in the immediate area.

Approved hardhats include both plastic and fiberglass hats that meet ANSI Z89.1 standards for Class II and I only. Metal hardhats, cowboy type, or bump caps are not considered approved head protection and shall not be used.

EYE AND FACE PROTECTION

Appropriate eye protection (ANSI Z87) with side shields is required to be worn by all personnel on the construction site at all times.

When grinding or buffing, a face shield with approved safety glasses will be required.

When cutting or burning, approved burning goggles will be required.

When welding, a welding hood and lens with an appropriate number filter with a hard hat will be worn.

Chemical goggles are required to be worn when working with corrosive or toxic material.

REFLECTIVE VESTS

All individuals shall wear reflective vests or highly visible fluorescent shirts up to a point where equipment traffic and/or material movement is negligible, the building structure is fully enclosed, and as determined by the Project Superintendent and Project Safety Manager.

RESPIRATORY AND HEARING PROTECTION

Respiratory and/or hearing protection is required in designated areas and or when performing specific tasks.

Employees must be clean-shaven prior to using a respirator.

BARRICADES

Barricade tape is not to be used in lieu of physical barricades for floor, hole, wall openings or when permanent handrails have been removed.

Yellow barricade tape indicates to use caution when approaching or entering the area.

Red Barricade tape requires authorization to enter area. Anyone entering area without authorization is subject to disciplinary action.

****Remove tape after task is complete and caution and hazard warning are no longer necessary.

FALL PROTECTION/TIE-OFF

A 100% tie-off policy is in effect anytime you are exposed to a potential of falling more than 6 feet to a lower level.

An approved fall arrest system will be worn when working from unprotected elevations greater than 6 feet and when working in powered man-lifts.

Approved fall arrest systems consist of a full body harness; two shock absorbing lanyards, each with positive locking snap hooks.

Any lifeline, safety harness, or lanyard actually subjected to fall loading shall be removed from service.

LOCKOUT/TAGOUT

Lockout the power sources prior to making adjustments or repairs to any equipment. DO NOT DEPEND on the control switch on drills, grinders etc.
UNPLUG THEM.

ELECTRICAL TOOLS, CORDS

Tools are to be visually inspected by the employee prior to use. Any tool or cord found to be defective shall be taken out of service immediately.

Approved ground fault circuit interrupters shall be used for all temporary wiring except wire temporary lighting.

When using permanent building power that is not protected by ground fault circuit interrupters, the subcontractor shall supply and utilize in-line (pigtail) ground fault circuit interrupters.

Check the RPM rating of grinding wheels or discs. The RPM rating must be greater than that of the driver.

Tools and guard are not to be altered.

Electrical cords and welding leads will be maintained at a 7-foot level (if possible), avoiding pinch points and creating trip hazards.

Do not tie electric cords to metal rods or nails or use tie wire to secure them.

LADDERS

Ladders must be free from defects.

Place the ladder so that the base is out ¼ the distance of the height.

Ladders shall be tied at the top or secured at the base.

No extension ladder shall extend its full length; overlap at least 3 rungs. Stepladders shall be fully extended and locked in position.

Only one employee, at a time, shall work off a stepladder.

Do not stand or sit on the top of top two rungs of a stepladder.

SCAFFOLDS

All scaffolds, platform, and staging must be completely decked, with decking secured, and shall be built with standard handrails and toe boards on open sides and ends.

The footing for scaffolds shall be sound and capable of carrying the maximum intended load.

No scaffold shall be erected, moved, dismantled or altered except under the supervision of a competent person.

EXPLOSIVE ACTUATED TOOLS

Employees must be trained and card carrying before they may use these tools.

CLOTHING

Sleeve-less shirts, tank tops, half shirts are not permitted.

All employees shall wear sturdy work-boots while on the project. Some tasks may require additional foot protection.

JEWELRY

Good judgment shall be used as to what type of jewelry will not constitute a hazard. For instance, earrings or chains that could get caught in machinery are not allowed.

COMPRESSED GAS CYLINDERS

Compressed gas cylinders will be capped, tied-off, or otherwise properly stored when not in use.

Cylinders must remain in the upright position at all times.

Keep protective caps in place

No oil or grease is to be used on valve or gauges.

Oxygen cylinders in storage must be separated from fuel-gas cylinders by at least 20 feet, or by a 5-foot non-combustible barrier with a half-hour fire rating.

All carts/buggies used to hold cylinders more than 24 hours shall have a permanently affixed non-combustible barrier with a fire rating of at least half-hour fire rating.

LIFT CAREFULLY

Like everything else, the right way to lift is easier and safer. If the load is too heavy, **GET HELP**. Do not lift with your back, bend your knees and get close to the load.

THINK FIRST...LIFT SECOND

LIFTING AND/OR SWINGING LOADS

Do not walk under a suspended load or permit others to do so.

Barricade the lift area to control access into the area.

Never pick up a load in excess of the capacity of the equipment.

Only one person at a time will give signals to operator.

Tag lines will be used to control loads.

Never leave a suspended load unattended.

Never ride on a load, crane hook, headache ball, or forks of a lift truck.

RIGGING

Inspect all rigging before use.

Use approved method to fasten hoisting equipment together.

The Manufacturer's recommendations shall be followed in determining the safe working loads of hooks.

CHAIN BLOCKS

When using chain blocks, inspect and check for proper operation using a test load before making a critical lift.

Know how much you are lifting and the chain block ratings.

No more than one person at a time shall pull on the chain of a block.

Straighten chains and make every link seat before lifting. Never jerk or put any strain on a kinked chain.

Use appropriate or rated material to suspend or anchor chain blocks.

EQUIPMENT OPERATIONS

Operators must be trained for the type of equipment being operated. The subcontractor shall provide proof of competency for all individuals operating heavy equipment.

ACCESS

Climbing, sliding down columns or diagonal bracing is not permitted. Walking elevated beams and pipe without being tied off is not permitted.

HOUSEKEEPING

Work areas shall be kept sufficiently clean and orderly so that construction activity can proceed efficiently and produce and maintain quality work.

Where large accumulations of materials occur on a non-routine basis, such as the stripping of concrete forms, the material shall be promptly removed or stored neatly away from heavily traveled areas.

Garbage, trash, scrap litter, and other excess materials shall be collected, and removed from the job site, or disposed of daily.

HAZARD COMMUNUCATION

Handling and storage are the two most common causes of accidents with chemicals.
There are several ways that the information is relayed to the employee:

Container labeling – labels give you information about immediate hazards associated with the chemical.

Material Safety Data Sheets (MSDS) give you detailed information about the chemical – physical and health hazards, First Aid, fire fighting, protective equipment, etc.

KNOW WHAT YOU ARE HANDLING, Read the label, and if there is any doubt, ask your supervisor, safety department or consult the MSDS.

PARKING AND MOTOR VEHICLES

There is no parking allowed on-site.

BELL CLARK
A JOINT VENTURE
In Association with harmony

ABSOUTLY NO SMOKING ON THE JOBSITE

There is no smoking allowed on the jobsite at any time. Suspension and/or termination if anyone is caught smoking on the site.

COMPLIANCE AND DISCIPLINE

Fighting, possession or use of illegal drugs or weapons, or flagrant violations or disregard for project safety rules will result in immediate and permanent termination.

Violation of OSHA/project safety requirements

- **Verbal Warning:** As the first step in correcting unacceptable behavior or minor infractions, a verbal warning will be issued to an employee. This verbal warning will be documented.
- **Written Warning:** If the unacceptable performance continues, or the severity of the infractions warrants, the next step will be a written warning. The written warning will clearly state the safety policy that was violated and steps the employee must take to correct.
- **Suspension/Termination:** If the unacceptable practice continues, or the severity of the infraction warrants, the employee will be given time off with out pay.
- **Immediate Termination:** Any employee who commits a serious safety violation may be subject to immediate termination without prior notice in lieu of any prior verbal and/or written warnings.

Project workers who are terminated from the project for disciplinary reasons related to violations of safely may not return to the project as an employee of the company they worked for at the time of termination or for any other employer. Further, they may not work on any other Clark projects for at least 180 days. If a suspended employee wishes to return to a Clark project they must meet with the Regional Safety Director and demonstrate a significant change in attitude toward safety prior to being allowed access to Clark projects.

GENERAL

See attached Code of Safe Practices

Subject: Code of Safe Practices

1. Employees shall observe and obey the safety and health requirements of the Project Safety Program, the Code of Safe Practices and all other established safety and health standards and regulations as are necessary to the safe and healthful performance of their work.

2. All Project employees will be subject to fair and consistent disciplinary action for policy noncompliance.

3. The possession or sale of illegal drugs, alcohol or weapons on this Project is strictly prohibited.

4. Employees must come to work on time, fit for duty and dressed in attire suitable for construction work, including shirts with sleeves, long trousers and proper work shoes. Additional protective gear requirements will depend upon the hazards associated with each task to be performed. HARD HATS AND ANSI APPROVED SAFETY GLASSES WITH SIDE SHIELDS ARE TO BE WORN BY EVERYONE AT ALL TIMES WHILE ON SITE FOR THE DURATION OF THIS PROJECT. See Section B-17 for more details.

5. All individuals are required to wear reflective vests or highly visible fluorescent shirts up to a point where equipment traffic and/or material movement is negligible, the building structure is fully enclosed, and as determined by the Project Superintendent and Project Safety Manager.

6. Persons not directly involved with the on-site construction of this Project shall not enter the site unless they obtain permission from a member of the Project Staff and sign a visitor release form. Visitors must wear a hard hat and safety glasses with side shields and comply with all other safety requirements as they apply.

7. All incidents and injuries must be reported to a supervisor immediately. Hazardous conditions and unsafe activities observed should also be reported to a supervisor so that corrective action can be taken.

8. Employees must attend a weekly "Tool Box Talk" Safety Meeting and sign an attendance list.

9. Blood may contain communicable diseases. Spilled blood and exposures to blood must be reported to a supervisor.

10. Authorization from a supervisor is required for entry into confined spaces, trenches or enclosed areas that may contain a hazardous atmosphere.

11. Labels on tools, materials and chemical containers must be read before use, and the instructions for the proper use, handling and personal protective equipment required must be followed.

12. Glass bottles are not permitted on this Project.

13. Materials, trash or other objects must not be thrown from buildings or structures. Anyone caught throwing material from upper levels will be subject to immediate dismissal.

14. Materials must not be stored within six (6) feet of floor openings or within ten feet of open floor edges.

15. Materials on roofs and open floors must be secured to prevent them from being wind blown.

16. Objects must not be stacked or leaned in such a way that they could fall or be blown over.

17. Protruding nails must be bent over or pulled as the work proceeds. Nails in job built guardrails, ladders or handrails must be pounded flush with the surface of the wood.

18. The large muscles of the legs should be used instead of the smaller muscles of the back when lifting heavy objects. Help should be obtained when an object to be lifted may be too heavy or awkward to be handled safely by one person.

19. Only trained and qualified employees may rig loads and signal cranes. Employees must be warned before loads are lifted overhead, and employees should stay out from under crane loads when it is avoidable. A crane load should not be approached for landing until it has been lowered to chest level. The use of tag lines to help control loads is required, especially for steel erection and during windy conditions.

20. Employees must not stand between crane loads and other objects, and hands must be kept clear of rigging and pinch points as loads are lifted and moved.

21. Employees should be aware of the locations of the fire extinguishers that have been provided throughout the Project and know how to select and use them.

22. An ABC rated fire extinguisher must be readily available when welding or burning and when using flammable liquids and gases.

23. Smoking is not permitted around gasoline and other flammable liquids or gases. Equipment must be turned off before refueling and extreme caution must be used with fuel around a hot muffler.

24. Gasoline must be stored and transported only in approved safety containers and gasoline must not be used for cleaning purposes.

25. Only qualified and authorized employees may operate temporary heating devices. Open fires are not permitted.

26. Compressed gas cylinders must be kept secured and upright, and they must be capped and gases separated when not in use. Empties should be returned to the storage area for pick up.

27. Tools and power cords must be inspected for damage or defects before each use. Any problem found must be reported to a supervisor and/or corrected before being put in service.

28. Guards and other safety devices on tools and equipment must be kept in place and working properly.

29. Specific training and certification cards are required for the operation of powder-actuated tools, lasers, powered industrial trucks, and for flagger personnel.

30. The heads of striking tools must be kept properly dressed to prevent mushroom burrs from forming.

31. Working above or below other operations creates a hazard from falling objects. Conflicting activities must be reported to a supervisor so that the activities can be coordinated.

32. Overhead protection structures are to be used to enter or exit a building when they are provided.

33. Areas that are separated from the main work areas by warning lines, control lines or barricades must not be entered by unauthorized employees. These areas are blocked off for safety reasons, and they may contain hazards that are not obvious.

34. A full-body harness or other approved means must be used for fall protection at unguarded floor edges, floor openings and other fall hazards where the fall distance is six feet or more per the "Fall Protection Policy" in this manual. When guardrails, control lines or warning lines are temporarily removed, provisions to prevent unprotected employees from entering the area must be provided.

35. Floor holes two inches and over must be covered, and the covers must be secured and marked. Specific state and federal OSHA regulations will be followed for specific types of work.

36. Riding on trucks and heavy equipment is permitted only where a seat has been provided by the manufacturer, and seat belts must be used when they have been provided.

37. Employees must not attempt to cross the path of a truck or a piece of heavy equipment unless eye contact is made with the operator and a "go ahead" signal is given. Employees must stay alert and keep clear of moving equipment.

38. Scaffolds must be erected, altered, used and dismantled under the supervision of a competent person.

39. A proper ladder must be used for access to a scaffold, work platform or another level. Climbing scaffold brace/frame is not permitted.

40. Walkman, discmans, stereo radios and other types of personal radios may cause communication problems during an emergency and are prohibited at all times on Clark Projects.

41. Housekeeping is a prime concern and must be maintained at the highest level. Daily clean up is mandatory, especially for food rubbish. Left over or scrap materials must be removed from the work area daily.

42. When ascending or descending a ladder, employees will use the three point system, e.g. one hand and two feet or two hands and one foot must be in contact with the ladder at all times.

43. The use of cell phones while in the field on Clark projects are to be limited to safe areas only. At no time shall any individual use a cell phone while operating any equipment or vehicle on Clark projects.

Subject: Project Emergency Plan

Because unrecognized hazards may result in emergency incidents, it will be the responsibility of all persons on the project to identify and correct all hazards to prevent them from becoming an emergency. Site Superintendents and Safety personnel through daily site inspections, hazard analysis, and employee feedback will ensure that hazards are immediately abated.

Prior to engaging in construction activities all subcontractors will review the emergency procedures. In addition, all site personnel will receive training during their site orientation concerning proper emergency response procedures. These procedures will also be reviewed in weekly superintendents meetings on a regular basis. Toolbox safety meetings will be used to reinforce emergency procedures.

1. Upon becoming aware of an accident or illness, immediately locate the injured or sick employee, ascertain the nature of the injury or sickness, and proceed in accordance with standard recommended first aid practices.

2. Immediately notify the nearest Bell/Clark Superintendent and Safety Manager. Call the proper authorities and make sure they are alerted to the full nature of the incident.

3. Should an ambulance or outside service be required, a responsible individual with a radio/telephone is to be stationed at each jobsite entrance to provide direction to the accident location and to secure the entrance from unauthorized personnel, such as the general public and media.

4. The General Superintendent will direct the emergency, communicating with a radio/telephone, coordinating/ordering any equipment needed for the emergency.

BELL CLARK

In Association with harmony

EMERGENCY PHONE NUMBERS **

BELL/CLARK FIELD OFFICE.....615/736-5342

GENERAL SUPT (Bill Dooling).....810/523-7586
SUPERINTENDENT (Ken Turner).....615/533-7402
SR. SAFETY MANAGER (Amy Olmsted) 312/342-9517
CONSTRUCTION EXECUTIVE (Bob Borello). 312/287-4614

FIRE/AMBULANCE.....911 OR_____

Clearly indicate that you are calling from the MUSIC CITY CENTER CONSTRUCTION SITE

POLICE/SECURITY.....911 OR_____

EMERGENCY PROCEDURE:

1. **Radio or call the Clark's Field Office and/or call emergency services**
2. **Clearly indicate that you are calling from LOCATION OF INCIDENT – 5th Avenue South and Franklin (Gate 1):**
3. **Give a detailed description of the incident and extent of damage or injury.**
4. **Specify the incident location by area and/or building or indicate Gate – 1 (5th Avenue South – Corner of Franklin.**
5. **Maintain communication for questions or instructions.**
6. **Direct TWO people to meet the emergency vehicles at the indicated gate and escort each vehicle to the scene of the incident.**
7. **Notify the Safety Office of all incidents.**
8. **If an evacuation of the site is necessary, notification will be given by radio, phone, word of mouth and an intermittent horn blast.**

** Post next to all office and job site phones.

BELL CLARK

In Association with harmony

Subject: **Project Evacuation Plan**

SITE EVACUATION/ TORNADO WARNING PLAN

This procedure will take effect in any case requiring evacuation from the Music City Center job site.

Primary means of signaling for an evacuation will be Site Radio/Verbal.

The Emergency Coordinator (Safety Manager or General Superintendent on site) will notify the superintendents via radio/phone of an evacuation and any changes to the preplanned gathering places. He/She will notify their subcontractor superintendents and foreman.

The immediate subcontractor superintendent is totally responsible for the gathering of all employees in their charge. They will meet at the specified assembly point and account for all members of their crews.

******DESIGNATED ASSEMBLY POINT FOR EVACUATION IS******

5TH AVENUE SOUTH AND FRANKLIN (Bell/Clark Trailer Complex)

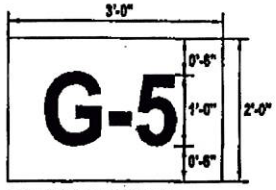
******DESIGNATED ASSEMBLY POINT FOR TORNADO SHELTER IS******

BRIDGESTONE ARENA RAMP NEAR GATE 3 – 5TH & DEMONBREUN

All employees must be accounted for during and after an evacuation/tornado event. Therefore it is of the utmost importance that no one leaves the assembly point before being counted and dismissed. Once you have met at the assembly point you will be instructed on the status of the situation and directed to go home, return to work or wait for further instructions.

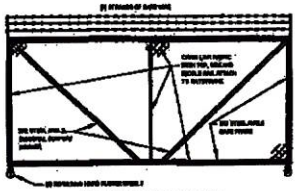
Once again it is imperative that all employees be accounted for during an emergency situation. Do not leave the evacuation/tornado assembly point until instructed to do so by your superintendent.

NOTES:

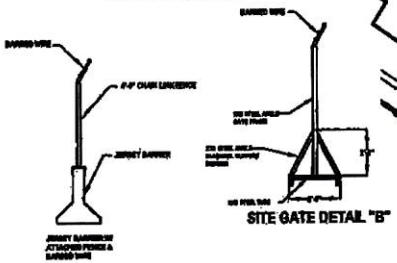


GATE IDENIFICATION SIGN
BLACK LETTERS WITH
WHITE BACKGROUND

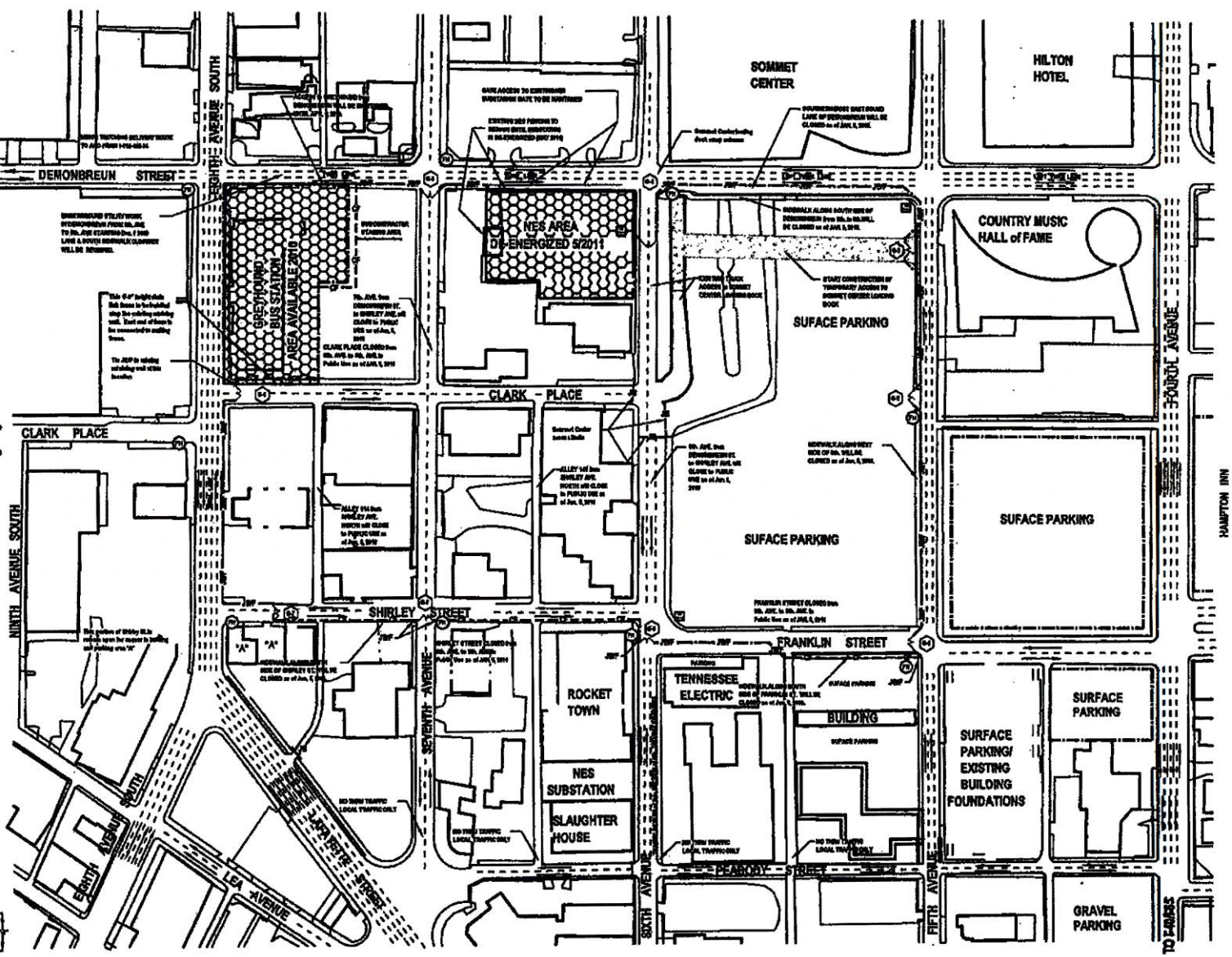
JB	10'-0" and 20'-0" Jersey Barriers
JB/F	10'-0" and 20'-0" Jersey Barriers w/ 6'-0" chain link fence and (3) strands of barb wire attached. See sketch
CF	6'-0" chain link fence w/ top rail and 3 strands of barbed wire on top
4'CF	4'-0" chain link fence w/ top rail and 3 strands of barbed wire on top
FH	Active fire hydrant
G-5	Gate identification
	Project power supply by NES
	Pair of gate to accommodate individual openings



SITE GATE DETAIL "A"



SITE GATE DETAIL "B"



SITE LOGISTICS PHASE ONE (Dec. 1, 2009- Jan. 2, 2011)

WARNING SIGNAL:

A 1-minute series of long blasts
5 minutes prior to blast signal.

BLAST SIGNAL:

A series of short blasts
1 minute prior to the shot.

ALL CLEAR SIGNAL:

A prolonged blast following
the inspection of blast area.