The 24th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on November 3, 2011 at 8:04 a.m., in Room 206 at the Nashville Convention Center, Nashville, Tennessee.


AUTHORITY MEMBERS NOT PRESENT: Mark Arnold, Marty Dickens, Ken Levitan, and Vice-Mayor Diane Neighbors, Ex-Officio


The meeting was opened for business by Vice-Chair Vonda McDaniel who stated that a quorum was present.

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

Ms. McDaniel announced that the next scheduled meeting of the CCA is December 1, 2011 at 8:00am.

ACTION: Willie McDonald made a motion to approve the 23rd Meeting Minutes of September 8, 2011. The motion was seconded by Francis Guess and approved unanimously by the Authority.
Leo Waters reported on the Construction & Development Committee meeting. Mark Sturtevant was asked to discuss the Omni and Country Music Hall of Fame plans.

**ACTION:** Leo Waters made a motion to approve the Omni and Country Music Hall of Fame design plans (100% design development drawings) as reviewed and recommended by the Construction and Development Committee and for the committee to next review the plans when they are complete unless there are major changes prior to that time. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Vonda McDaniel noted the DBE & Procurement Committee had met. A workforce development update was given out by Debbie Frank. (Attachment #1) Roxianne Bethune then gave a report on the Music City Center and Omni DBE participation. (Attachment #2)

Willie McDonald reported on the Finance & Audit Committee meeting.

Mr. Guess requested to return to and further discuss the DBE report.

Then Eileen McGinn was asked to give the KPMG audit report. (Attachment #2) There was discussion.

**ACTION:** Willie McDonald made a motion to accept the audit of the financial statements of the Convention Center Authority as of June 30, 2011. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Ryan Johnson was asked to give a budget update. (Attachment #2)

Mona Lisa Warren reported on the Marketing & Operations Committee meeting. Debbie Frank gave a report on the commissioned art. (Attachment #2) There was discussion.

**ACTION:** Luke Simons made a motion to accept the Marketing and Operations Committee's commissioned art recommendations (as previously recommended by the Public Art Committee). The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Gary Schalmo then gave a project update. (Attachment #2)

Charles Robert Bone was asked to discuss the right of entry for the NES substation.

**ACTION:** Leo Waters made a motion to ratify the extension of the right of entry and affirming the project staff's authority to execute all documents and take any actions necessary or appropriate to formalize this extension. The motion was seconded by Willie McDonald and approved unanimously by the Authority.
Charles Robert Bone was then asked to give an update on the Omni and Country Music Hall of Fame expansion. (Attachment #3 and #4)

**ACTION:** Leo Waters made a motion to approve the Second Amendment to the Development Agreement for the Hall of Fame Expansion Project with Omni Nashville, LLC and authorizing Mr. Dickens, or in his absence Vonda McDaniel as Vice-Chair, to execute the Amendment and any related documents and take any actions necessary or appropriate to formalize that amendment. The motion was seconded by Luke Simons and approved by the Authority with Francis Guess abstaining.

**ACTION:** Leo Waters made a motion to authorize the Authority to enter into a Second Amendment to the Development, Lease and Operating Agreement for the Hall of Fame Expansion Project with the Country Music Foundation, Inc. in accordance with the discussion this morning and authorizing Mr. Dickens, or in his absence Vonda McDaniel as Vice-Chair, to execute the Amendment and take any actions necessary or appropriate to formalize and finalize that amendment. The motion was seconded by Luke Simons and approved by the Authority with Francis Guess abstaining.

Charles Starks then gave a tax collection update. (Attachment #2)

Tod Roadarmel, Director of Sales & Marketing for the Omni Nashville, was then introduced to share the Omni sales presentation. (Attachment #2)

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:30 a.m.

Respectfully submitted,

Charles L. Starks  
Executive Director  
Nashville Convention Center

Approved:

Vonda McDaniel, Vice-Chair  
CCA 24th Meeting Minutes  
of November 3, 2011
MCC Workforce Development Summary Report

October 28, 2011

Applicant Status
- 286 applicants hired through recruitment efforts of the MCC Workforce Program.
- 17 United States Veterans hired.
- Workforce Program supplies 30% of the project’s workforce; 97% Middle TN hires.
- Database over 4,000 technical, skilled, and unskilled laborers.

Community Partnerships / Job Training
- 25 community partners- notably TN Career Centers, Urban League, Martha O'Bryan Centers.
- 1,600 total people referred for job training:
  a. 37 applicants OSHA 10-Hour Construction Safety Certified
  b. 12 enrolled in G.E.D. prep training
  c. 6 referred for union apprenticeship opportunities
- 15% of all people hired through the program receive pre-employment training.

Sub-Contractors
- 70 participating prime and sub-contractors.
- Referral relationships with Plumbers and Pipefitters Local #572, International Brotherhood of Electricians Local #429, and Southeast Laborers Local #386.
- September 2011 marked record breaking hires in a single week- 15 workers.

Omni Hotel
- 2 applicants hired at Brasfield & Gorrie in concrete forming field.
- Recurring interviews every Tuesday and Thursday with Brasfield & Gorrie senior superintendent.
- Program staff participates in sub-contractor start-up meetings and community outreach affairs.
- All open positions at this site are posted on the TN Career Center website and interested applicants can apply at the MCC Workforce trailer. This makes the MCC Workforce Program the primary recruiting source for both projects.
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.

Construction & Development Committee

DBE & Procurement Committee
Contents

KPMG's Client Service Team 2
KPMG's Audit Responsibility 3
KPMG's Independence 4
Approach to Fraud Risks 5
Audit Scope, Reports, and Other Deliverables 8
Required Communications 17
Subsequent Events 18
KPMG Contact Information 19
Appendix A: Other Audit Committee Materials 20

KPMG's Client Service Team

KPMG's Audit Responsibility

We have a responsibility to conduct our audit in accordance with professional auditing standards.

Audit Scope

Reports and Other Deliverables

Approach to Fraud Risks – How KPMG Addresses Fraud Risks in the Audit

Identification of fraud risks
- Perform risk assessment procedures to identify fraud risks, both at the financial statement level and at the assertion level
- Discuss among the engagement team the susceptibility to fraud
- Identify at a management, internal audit, audit committee, and others
- Evaluate broad programs/controls that prevent, detect, and deter fraud

Audit Scope

Applicable financial reporting framework
- Accounting principles generally accepted in the United States of America
Scope of work
- Audit of financial statements and disclosure of other deliverables as of the year ended June 30, 2011
Applicable auditing standards
- Auditing standards generally accepted in the United States of America as issued by the Auditing Standards Board of the American Institute of Certified Public Accountants
- Government Auditing Standards

Audit Report

Other Deliverables

Action report on the financial statements of the Convention Center Authority
- Unqualified opinion
- Letter reporting internal control
- Material written communications between KPMG and management

KPMG's Independence

KPMG has established an integrated and comprehensive system of quality control over independence that includes a framework of detailed policies and procedures supported by sophisticated, web-based, electronic systems and a dedicated group of experienced professionals to provide technical guidance and support.

Our system seeks to ensure compliance with all guidance established by the AICPA, Independence Standards Board and Government Accountability Office including:
- Restrictions on financial interests in the debt securities of the Convention Center Authority
- Restrictions on consulting and information technology services, as well as allowing restrictions on the types of 'non-audit' services that can be provided by KPMG to the Convention Center Authority
- Annually report to the Audit Committee the status of KPMG’s independence with respect to the Convention Center Authority

KPMG is compliant with all established independence guidelines.
Required Communications

- Entity's representations under generally accepted accounting principles and recommendation for presentation of these statements were adequate and fair.
- Internal control weaknesses noted during the year end June 30, 2011.
- Scope of work performed on internal controls not sufficient to render an opinion on effectiveness of internal controls.
- The audit was completed with management on financial accounting and reporting matters.
- No internal control weaknesses noted.

Audit Differences
- Corrected
- Uncorrected
- Not identified

Internal Control Recommendations Communicated to Management
- No internal weaknesses noted.

KPMG Contact Information

KPMG Audit Partner contact details:
- Brian Zunica
- KPMG LLP
- nzunica@kpmg.com

KPMG Audit Senior Manager contact details:
- Ross Barron
- KPMG LLP
- rrabarron@kpmg.com

Required Communications (continued)

- Entity's representations under generally accepted accounting principles and recommendation for presentation of these statements were adequate and fair.
- Internal control weaknesses noted during the year end June 30, 2011.
- Scope of work performed on internal controls not sufficient to render an opinion on effectiveness of internal controls.
- The audit was completed with management on financial accounting and reporting matters.
- No internal control weaknesses noted.

Audit Differences
- Corrected
- Uncorrected
- Not identified

Internal Control Recommendations Communicated to Management
- No internal weaknesses noted.

KPMG Contact Information

KPMG Audit Partner contact details:
- Brian Zunica
- KPMG LLP
- nzunica@kpmg.com

KPMG Audit Senior Manager contact details:
- Ross Barron
- KPMG LLP
- rrabarron@kpmg.com

Subsequent Event

On August 16, 2011, an order of judgment was entered against the Metropolitan Development and Housing Agency (MDHA) following the trial of a separate federal case in the United States District Court for the Northern District of Tennessee for the Walker County, the Authority was jointly responsible for an additional $49,386,000 in its judgment. The Authority had previously expended $13,985,000 for the project, leaving a balance of $35,401,000 after an estate court order. The trial judgment was based on the negligence of the Authority in its construction and management of the development. The Authority has been directed to pay $13,985,000 to the Metropolitan Development and Housing Agency (MDHA) in an additional $49,386,000 as part of the judgment.

There are two additional condemnation cases related to parcels for which a total of $46,075,000 has been deposited with the court. Neither case is currently under review.

Appendix A:

Other Audit Committee Materials
MUSIC CITY CENTER BUDGET SUMMARY
As of: September 30th 2011

<table>
<thead>
<tr>
<th>MCC MARKET BUDGET</th>
<th>BUDGET</th>
<th>SPENT TO DATE</th>
<th>REMAINING</th>
<th>COST TO COMPLETE</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING CONSTRUCTION</td>
<td>40,000,000</td>
<td>8,000,000</td>
<td>32,000,000</td>
<td>16,000,000</td>
<td>0</td>
</tr>
<tr>
<td>BUILDING MATERIALS</td>
<td>10,000,000</td>
<td>2,000,000</td>
<td>8,000,000</td>
<td>4,000,000</td>
<td>0</td>
</tr>
<tr>
<td>BUILDING ENERGY</td>
<td>5,000,000</td>
<td>1,000,000</td>
<td>4,000,000</td>
<td>2,000,000</td>
<td>0</td>
</tr>
<tr>
<td>TOTALS</td>
<td>55,000,000</td>
<td>11,000,000</td>
<td>44,000,000</td>
<td>22,000,000</td>
<td>0</td>
</tr>
</tbody>
</table>

MCC Art Program
Commissioned Artists

November 2, 2011
Aaron Stephan
Location 1-01
(5th Ave/Demonbreun St)

Phillip Smith
Locations 1-14 and 1-23
(Meeting Room Corridors)
Benjamin Ball
Location 7-03
(5th Ave across from the Omni Hotel)

Level 7

- NES leave-out concrete work is complete
- Exhibit Hall truss jacking is nearing completion
- Steel Work along the main concourse in building B is underway
- Curtain wall along the main concourse in building A is nearing completion
- Back-up steel support is being installed along 5th Avenue
- Curtain Wall & Stone are being installed along Demonbreun
- Brick and Metal Panels continue down KVB
- The roof is being installed on A and B buildings
Mechanical, Electrical and Plumbing work continues throughout the building.

Masonry is being installed in the Exhibit Hall and Truck Dock.

Level 1 Meeting Rooms are taking shape.

<table>
<thead>
<tr>
<th>MCC/Hotel Tax Collection</th>
<th>August Total Tax Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>As of August 31, 2011</strong></td>
<td><strong>2010</strong></td>
</tr>
<tr>
<td>3/4 of 5% Occupancy Tax</td>
<td>$1,429,920</td>
</tr>
<tr>
<td>Net 1% Occupancy Tax</td>
<td>$289,965</td>
</tr>
<tr>
<td>52 Room Tax</td>
<td>$650,374</td>
</tr>
<tr>
<td>Contracted Vehicle</td>
<td>$27,345</td>
</tr>
<tr>
<td>Rental Vehicle</td>
<td>$90,061</td>
</tr>
<tr>
<td>5.50 Room Tax</td>
<td>$185,545</td>
</tr>
<tr>
<td><strong>Total Collections</strong></td>
<td>$2,652,235</td>
</tr>
<tr>
<td><strong>Total YTD Collections</strong></td>
<td>$8,863,867</td>
</tr>
<tr>
<td><strong>MCC Portion of August Tax Collections</strong></td>
<td><strong>2010</strong></td>
</tr>
<tr>
<td>2/5 of 5% Occupancy Tax</td>
<td>$571,970</td>
</tr>
<tr>
<td>Net 1% Occupancy Tax</td>
<td>$285,965</td>
</tr>
<tr>
<td>52 Room Tax</td>
<td>$650,374</td>
</tr>
<tr>
<td>Contracted Vehicle</td>
<td>$27,345</td>
</tr>
<tr>
<td>Rental Vehicle</td>
<td>$90,061</td>
</tr>
<tr>
<td><strong>MCC Collections</strong></td>
<td>$1,831,735</td>
</tr>
<tr>
<td><strong>MCC YTD Collections</strong></td>
<td>$3,598,782</td>
</tr>
</tbody>
</table>

*These numbers are still subject to change due to discrepancies.*
MCC Tax Collections
As of August 31, 2011

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 08-09</th>
<th>FY 09-10</th>
<th>FY 10-11</th>
<th>FY 11-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>$2,700,000</td>
<td>$2,600,000</td>
<td>$2,500,000</td>
<td>$2,400,000</td>
</tr>
<tr>
<td>Aug</td>
<td>$2,300,000</td>
<td>$2,200,000</td>
<td>$2,100,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Sept</td>
<td>$1,900,000</td>
<td>$1,800,000</td>
<td>$1,700,000</td>
<td>$1,600,000</td>
</tr>
<tr>
<td>Oct</td>
<td>$1,500,000</td>
<td>$1,400,000</td>
<td>$1,300,000</td>
<td>$1,200,000</td>
</tr>
</tbody>
</table>

These numbers are subject to change by Office of Accounts & Audit.

omni nashville hotel
nashville, tennessee

- Opening January 2014
- 800 Guest Rooms & Suites
- 50,000 sq. ft. Meeting Space
- 25,000 sq. ft. Ballroom
- 24 Hour Business Center
- Pool & Event Roof Terrace
- Full Service Spa & Fitness Center
- Connected to the Country Music Hall of Fame and Museum
- 800 Person Amphitheater
- Adjacent to the State-of-the-Art 1.2M sq. ft. Music City Center
- Downtown Location
- Live Music District
- Sports Arena
3 meal restaurant
- taste of the south
- biscuit bar
- cornbread sliders

**Coffee Shop Plan**

**3 Meal Restaurant Plan**
coffe shop

• live entertainment daily
• local coffee company
• only organic chocolate in southeastern USA

SPECIALTY RESTAURANT

Bob's Steak & Chop House

• Hands down, Bob's is our top choice for great meat, ambiance, and personality. Many of the rich and famous hold court here, pacing the crowded booths for three-mile ultra prime steaks, thick cut corn rings, and offbeat service.

• Steaks are best packaged as an appetizer, the highest quality of traditional steaks and are served in steaks.

• Best steak that one can eat, dry cured and aged for at least 10 days.

• A steak that one can eat with their hands. The best of the hand's steaks. Hotel & Leisure Magazine

• It's the kind of fare you'll want to go back for again and again...

• Best Appetizer

• "Steak is a genuine Diamond in the rough!"

• Money Magazine

• "Great beef and strong drinks in a cozy, old fashioned setting. Everything at Bob's is top-notch. Recommended..."

• Dallas Morning News

OVERALL LEVEL 3 PLAN
omni nashville
suites & guest rooms

- 746 Luxurious Guest Rooms
  - 452 Double Queen
  - 294 Kings
- 54 Well Appointed Suites
SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
(COUNTRY MUSIC HALL OF FAME AND MUSEUM EXPANSION)

THIS SECOND AMENDMENT TO THE DEVELOPMENT (COUNTRY MUSIC HALL OF FAME AND MUSEUM EXPANSION) ("Second Amendment") is effective as of the [3rd day of November, 2011] by and between Omni Nashville, L.L.C, a Delaware limited liability company ("Omni"), and the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County ("Authority") (Omni and the Authority are collectively referred to herein as the "Parties").

WITNESSETH

WHEREAS, the Parties entered into that certain Development Agreement (Country Music Hall of Fame and Museum Expansion) dated December 30, 2010 (the "Hall of Fame Development Agreement") whereby, among other provisions, the Authority engaged Omni to design and construct the Expansion Project in the capacity of developer on behalf of the Authority, and the Authority agreed to cause funds to be escrowed by the Metropolitan Development and Housing Agency ("MDHA") necessary to pay for the design and construction pursuant to the terms of the Hall of Fame Development Agreement; and

WHEREAS, the Parties previously entered into the certain First Amendment to the Hall of Fame Development Agreement effective as of April 29, 2011; and

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

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

1. The updated and revised Interim Plans, as accepted, reviewed and recommended by the Authority’s Omni Review Committee on October 27, 2011 and approved by the Authority on [November 3, 2011], are attached hereto as Exhibit A. These Interim Plans include all value engineering proposals and project alternates for the Expansion Project that have been accepted by the Parties.

2. The definition of the Expansion Project Scope of Work set forth in Section 1.9, and to be constructed by Omni, is hereby expanded to include: [iii] a full Central Energy Plant with HVAC controls, which includes the installation of 600 ton and 300 ton water-cooler chillers, boilers, cooling towers, [iv] an additional 600 ton chiller, [v] added topping slabs and walls/door/duct liner at the Central Energy Plant rooms; [vi] a 1000 KW emergency generator (in lieu of 500 KW), [vii] J-boxes, conduit and sleeves at the theater, [viii] two additional passenger elevators including electrical and cab upgrades, and [ix] a shaft wall at the additional passenger elevators.

3. The updated and revised Preliminary Cost Estimate, as provided by Omni and as agreed to by the Parties, is attached hereto as Exhibit B.
4. The project management allocation reimbursement set forth in Section 1.10[b] shall be fixed at $800,000, instead of 2.5% of all Reimbursable Costs.

5. Section 1.11 of the Hall of Fame Development Agreement (Escrow of Preliminary Cost Estimate) is hereby further amended and restated in its entirety as follows:

1.11 Escrow of Preliminary Cost Estimate.

[a] On or about May 16, 2011 (the “Deposit Date”), the Authority, MDHA and Omni (i) entered into an escrow agreement (the “Escrow Agreement”), whereby the Authority caused to be deposited with Regions Bank (the “Escrow Agent”) and/or paid to Omni $35,600,688 (the “Escrowed Funds”), from a tax increment financing provided by MDHA, to be held by the Escrow Agent and disbursed to Omni in accordance with the terms of the Escrow Agreement and (ii) the Authority caused an Irrevocable Standby Letter of Credit (the “Initial Letter of Credit”) to be issued by the County Music Foundation, Inc. d/b/a the Country Music Hall of Fame® and Museum (the “Hall of Fame”) to Omni in the amount of $3,560,000 to be drawn upon by Omni to pay the Reimbursable Costs should such costs exceed the Escrowed Funds and after the Escrowed Funds have been exhausted.

[b] In order to secure the expanded scope of the Expansion Project Scope of Work, the Authority will cause an additional Irrevocable Standby Letter of Credit (the “Additional Letter of Credit”), in the form of the Initial Letter of Credit, to be issued by the Hall of Fame to Omni on or before [November 1, 2011] in the amount of $750,000 to be drawn upon by Omni to pay the Reimbursable Costs should such costs exceed the Escrowed Funds and the Initial Letter of Credit and after the Escrowed Funds and the Initial Letter of Credit have been exhausted.

[c] If, during the term of this Agreement, [i] the contractor contingency has been or is expected to be expended; [ii] the owner contingency has been or is expected to be expended; and [iii] Omni and the Authority determine that, after July 1, 2012, the actual amount payable to Omni in connection with Section 1.10[a] will exceed the remaining Escrowed Funds, the Initial Letter of Credit and the Additional Letter of Credit, then Omni and the Authority will agree upon a further deposit or letter of credit to be made or cause to be made into the Escrowed Funds up to $750,000 to ensure that sufficient Escrowed Funds exist to pay the full amount required to be paid to Section 1.10[a].

[d] Pursuant to the terms of the Escrow Agreement, Omni shall periodically (but no more often than monthly) submit to Escrow Agent (with a copy to the Authority and MDHA) a draw statement which describes in reasonable detail the Reimbursable Costs which have been incurred by or on behalf of Omni up to the date of the statement (and which have not previously been reimbursed), together with documentation supporting that such Reimbursable Costs have been incurred (collectively, a “Draw Statement”). Except as set forth in the Escrow Agreement, Escrow Agent shall have no obligation to verify the accuracy of the Draw Statement or the supporting documentation and shall make a disbursement.
("Disbursement") to Omni from the Escrowed Funds of the amount specified in the Draw Statement in accordance with the procedures set forth in the Escrow Agreement. The Authority may not object to any Draw Request submitted by Omni, but once per calendar quarter, the Authority shall have the right to audit all Disbursements made to Omni in accordance with the audit procedures set forth in the Escrow Agreement and to resolve any discrepancy there under.

6. The Authority shall cause the Hall of Fame to cause the construction and completion (including the furnishing and completion), at its expense and as a part of the Expansion Project Interior, of [i] the Hatch retail space; [ii] the retail entrance at the Fifth Avenue side of the Existing Hall of Fame Facility, including the retail and steel framing at exterior skin; and [iii] the street level hardscape and landscaping along Fifth Avenue in front of the Existing Hall of Fame Facility (to match the adjacent steps, sidewalks, and landscaping). The Hall of Fame shall complete such work on or before the opening of the Hotel, provided that Omni, pursuant to Section 1.8, has, within a timeframe that reasonably allows the Hall of Fame's work to occur, completed and conveyed the Expansion Project or otherwise provided its written consent to allow the work set forth herein to proceed.

7. Omni represents, warrants and covenants that it has entered or will enter into a guaranteed maximum price contract with Brasfield & Gorrie General Contractors reflecting the Preliminary Cost Estimate set forth on Exhibit B.

8. Except to the extent to which the same may be defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Hall of Fame Development Agreement.

9. In the event any of the terms or provisions of this Second Amendment conflict in any way with any of the terms or provisions of the Hall of Fame Development Agreement, the applicable terms and provisions of this Second Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Hall of Fame Development Agreement shall remain in full force and effect, and the Parties hereby ratify and reconfirm the Hall of Fame Development Agreement as amended hereby. The Hall of Fame Development Agreement, as amended hereby, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Hall of Fame Development Agreement in any respect shall be binding unless evidenced by an agreement in writing signed by the Parties.

[signature page follows]
IN WITNESS WHEREOF, the parties hereto execute this Second Amendment as of the day and year first above written.

AUTHORITY:

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

By: ____________________________
Name: __________________________
Title: ___________________________

OMNI:

OMNI NASHVILLE, LLC

By: ____________________________
Name: __________________________
Title: ___________________________
Exhibit A
[Preliminary Plans – Updated]
# Exhibit B

**PRELIMINARY COST ESTIMATE - UPDATED**

<table>
<thead>
<tr>
<th>Category</th>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land</strong></td>
<td>Additional Land at KVB for Integrated Scheme</td>
<td>$ 800,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$ 818,458.98</strong></td>
</tr>
<tr>
<td><strong>Consultants</strong></td>
<td>Architect / Structural / MEP</td>
<td>$ 3,226,257</td>
</tr>
<tr>
<td></td>
<td>CMHF MEP Consultant Fee</td>
<td><em>Included Above</em></td>
</tr>
<tr>
<td></td>
<td>Interior Design / Lighting / AV etc.</td>
<td><em>Included Above</em> for shell scope only</td>
</tr>
<tr>
<td></td>
<td>Misc Other Consultants (roof, cost seg, audit, etc)</td>
<td>$ 217,580</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$ 3,443,837</strong></td>
</tr>
<tr>
<td><strong>G&amp;A</strong></td>
<td>Insurance</td>
<td>$ 72,000</td>
</tr>
<tr>
<td></td>
<td>Legal</td>
<td>$ 200,000</td>
</tr>
<tr>
<td></td>
<td>Onsite Management</td>
<td><em>Included in Fee</em></td>
</tr>
<tr>
<td></td>
<td>Travel</td>
<td><em>Included in Fee</em></td>
</tr>
<tr>
<td></td>
<td>Misc Overhead w Onsite Management</td>
<td><em>Included in Fee</em></td>
</tr>
<tr>
<td></td>
<td>Onsite Office Rent</td>
<td><em>Included in Fee</em></td>
</tr>
<tr>
<td></td>
<td>Impact Fees</td>
<td>$ 70,449.07</td>
</tr>
<tr>
<td></td>
<td>Misc Permits</td>
<td><em>Paid By CMHF excluded</em></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$ 342,449.07</strong></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td>Construction (includes contractor contingency)</td>
<td>$ 29,284,712</td>
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### Additional Scope
- Central Energy Plant and HVAC controls: $1,402,017
- Additional 600 Ton Chiller: $324,748
- Added Topping Slabs: $33,486
- Walls/Doors/Duct Liner at CEP Rooms: $80,050
- Contractor Contingency: $80,497
- **Subtotal:** $1,920,798

### Hall of Fame Scope
- 1000 KW Generator: $253,393
- Shaft Wall at Added Passenger Elevators: $48,015
- J-boxes, Conduit and Sleeves at Theater: $103,338
- Additional Passenger Elevators (2): $438,157
- **Subtotal:** $842,903

### Contingency
- Contingency (3%): $82,911 (3%)
- **Subtotal:** $82,911

**Additional Scope Sub-Total:** $2,846,611

**Total:** $38,866,702
SECOND AMENDMENT TO
DEVELOPMENT, LEASE AND OPERATING AGREEMENT

THIS SECOND AMENDMENT TO THE DEVELOPMENT, LEASE AND OPERATING AGREEMENT (this “Second Amendment”) is effective as of the 3rd day of November, 2011 (the “Effective Date”) by and between the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County, as landlord (the “Authority”), and the County Music Foundation, Inc. d/b/a the Country Music Hall of Fame® and Museum, as tenant (the “Hall of Fame”). (The Authority and the Hall of Fame are collectively referred to herein as the “Parties.”)

WITNESSETH

WHEREAS, the Parties entered into that certain Development, Lease and Operating Agreement dated December 30, 2010 (the “Lease”);

WHEREAS, the Authority has agreed [i] to cause the design and construction of the Demised Premises and [ii] to lease the Demised Premises to the Hall of Fame, all subject to and upon the terms and conditions set forth in the Lease (including, without limitation, the contingencies set forth in Section 15);

WHEREAS, the Hall of Fame has agreed to lease the Demised Premises from the Authority, all subject to and upon the terms and conditions set forth in the Lease (including, without limitation, the contingencies set forth in Section 15);

WHEREAS, the Parties previously entered into that certain First Amendment to the Lease effective as of April 29, 2011; and

WHEREAS, the Parties have agreed to amend the Lease subject to the terms and conditions set forth herein.

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

1. The updated and revised Interim Plans and specifications are attached hereto as Exhibit A. These Interim Plans include all value engineering proposals and project alternates for the Demised Premises that have been accepted by the Parties.

2. The definition of the Demised Premises set forth in the Agreement, and to be constructed by Omni and leased to the Hall of Fame as a part of the Authority’s Work, is hereby expanded to include a full Central Energy Plant with HVAC controls, which includes the installation of 600 ton and 300 ton water-cooler chillers, boilers, cooling towers; an additional 600 ton chiller; and added topping slabs and walls/door/duct liner at the Central Energy Plant rooms (collectively the “Additional Scope”). Should the cost for such Additional Scope ultimately result in an Actual Project Cost for the Authority’s Work in excess of the Anticipated Project Cost, the allocation for such Additional Scope will be apportioned pursuant to Section
4.1 of the Lease, as amended. The updated and revised Anticipated Project Cost estimate is attached hereto as Exhibit E(1).

3. Pursuant to Section 4.2, the Hall of Fame has requested and the Authority has agreed to a change order to include a 1000 KW emergency generator (in lieu of 500 KW); J-boxes, conduit and sleeves at the theater; two additional passenger elevators including electrical and cab upgrades; and a shaft wall at the additional passenger elevators (collectively the “Change Order”). Pursuant to the Second Amendment to the Development Agreement, the Authority is required to cause an Irrevocable Standby Letter of Credit substantially in the form of the previous letter of credit provided by the Hall of Fame to be issued by the Hall of Fame to Omni in the amount of $750,000 to pay for the cost of the Change Order. The Hall of Fame hereby agrees to have this Letter of Credit issued on or before [November __, 2011]. For the avoidance of doubt, the actual cost of the Change Order shall be the sole responsibility of the Hall of Fame and shall not be subject to being apportioned pursuant to Section 4.1 of the Lease, as amended. The Anticipated Project Cost – Change Order for such change order is attached hereto as Exhibit E(2).

4. The Hall of Fame hereby agrees to cause the construction and completion (including the furnishing and completion), at its expense and as a part of the Hall of Fame Build Out, of [i] the Hatch retail space; [ii] the retail entrance at the Fifth Avenue side of the Existing Hall of Fame Facility, including the retail and steel framing at exterior skin; and [iii] the street level hardscape and landscaping along Fifth Avenue in front of the Existing Hall of Fame Facility (to match the adjacent steps, sidewalks, and landscaping). The Hall of Fame shall complete such work on or before the opening of the Hotel, provided that Omni, pursuant to Section 1.8 of the Development Agreement, has, within a timeframe that reasonably allows the Hall of Fame’s work to occur, completed and conveyed the Demised Premises or otherwise provided its written consent to allow the work set forth herein to proceed.

5. Except to the extent to which the same may be defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Lease.

6. In the event any of the terms or provisions of this Second Amendment conflict in any way with any of the terms or provisions of the Lease, the applicable terms and provisions of this Second Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Lease shall remain in full force and effect, and the Parties hereby ratify and reconfirm the Lease as amended hereby. The Lease, as amended hereby, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Lease in any respect shall be binding unless evidenced by an agreement in writing signed by the Parties.

[signature page follows]
IN WITNESS WHEREOF, the parties have executed this Lease in multiple counterparts, each of original document, as of the day and year first above written.

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

By: ____________________________
Name: __________________________
Title: __________________________

HALL OF FAME:
COUNTY MUSIC FOUNDATION, INC.

By: ____________________________
Name: __________________________
Title: __________________________
EXHIBIT A

[Updated Interim Plans – Attached]
EXHIBIT E(1)
ANTICIPATE PROJECT COST - UPDATED

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**Exhibit E(2)**

**ANTICIPATED PROJECT COST – CHANGE ORDER**

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