

**ECONOMIC AND COMMUNITY DEVELOPMENT
INCENTIVE GRANT AGREEMENT**

This Economic and Community Development Incentive Grant Agreement ("**Agreement**") is entered into as of the Effective Date by and among the Metropolitan Government of Nashville and Davidson County (the "**Metropolitan Government**"), the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (the "**IDB**") and AllianceBernstein L.P., a Delaware limited partnership ("**AB**").

RECITALS

WHEREAS, the Metropolitan Government is vitally interested in the economic welfare of the citizens living within the area of the Metropolitan Government (such area, the "County") and wishes to provide the leadership necessary to enhance this area's capabilities for growth and development; and

WHEREAS, the provision of quality jobs to area citizens by local business is both necessary and vital to the economic well-being of the Metropolitan Government; and

WHEREAS, pursuant to Tenn. Code Ann. § 5-9-101(26), the Metropolitan Government is authorized to use available funds to make grants for economic and community development purposes; and

WHEREAS, the Metropolitan County Council adopted Ordinance No. BL2010-806 on February 1, 2011, after determining that, in order to promote industry, develop trade, create jobs and reduce unemployment, and in order to further other public purposes of the Metropolitan Government, it was in the best interest of the Metropolitan Government to make economic and community development incentive grants to companies to encourage the location and growth within the area of the Metropolitan Government of manufacturing facilities, offices, distribution facilities, customer support or call center facilities of well-known and successful companies, comparable, but not limited to, companies on the Fortune 500 listing, involved in the servicing, manufacturing or assembly of computers, or telecommunications equipment or component parts thereof, if the location within the area of the Metropolitan Government is expected to result in the creation of at least five hundred new jobs for citizens within the area of the Metropolitan Government during the next five years of operations; and

WHEREAS, Chapter 2.210 of the Metropolitan Code, as amended by BL2010-806, provides that, in order to promote industry, develop trade, create jobs and reduce unemployment, and in order to further other public purposes of the Metropolitan Government, it is in the best interest of the Metropolitan Government to make economic and community development incentive grants to Technology firms (as redefined in BL2010-806) by taking into account, among other things, the amount of

revenue from all sources that is anticipated to be received by the Metropolitan Government with respect to the location of the qualified company and its operations within the area of the Metropolitan Government and other economic and community development opportunities that the qualified company is expected to create; and

WHEREAS, AB is a leading global investment-management and research firm with more than 3,400 employees worldwide; and

WHEREAS, AB has announced its decision to establish its headquarters within the County (the "Project"); and

WHEREAS, AB has provided the Project Proposal to the Office of Economic and Community Development as required by Chapter 2.210.030 of the Metropolitan Code; and

WHEREAS, the Metropolitan Government has found that AB meets the criteria to be eligible to receive the benefits of an economic and community development incentive grant as authorized by Chapter 2.210.020(B) of the Metropolitan Code as amended by Ordinance No. BL2010-806; and

WHEREAS, the Metropolitan Government has found that the location of the AB headquarters within the area of the Metropolitan Government and the related investment and growth in connection therewith will maintain and expand significant employment and other commercial opportunities for area citizens; and

WHEREAS, in order to promote industry and develop trade and to create jobs and reduce unemployment and to further other public purposes of the Metropolitan Government, and after taking into account, among other things, the amount of revenue from all sources that is anticipated to be received by the Metropolitan Government from the location of the AB headquarters and the related investment and growth in connection therewith and other economic and community development opportunities that AB is expected to create within the area of the Metropolitan Government, the Metropolitan Government and the IDB have found that it is in the best interest of the Metropolitan Government to make an economic and community development incentive grant to AB in an amount calculated by multiplying the number of "AB Jobs" (as defined herein) by \$500.00 for a period of seven years in recognition of the costs and expenses incurred in acquiring and preparing for occupancy of temporary and permanent office space and job training within the area of the Metropolitan Government.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 **Recitals.** The foregoing Recitals are hereby incorporated herein as if fully set forth below and are material terms and provisions of this Agreement representing the intent of the Parties.
- 1.2 **Definitions.** Certain terms are defined in the text of this Agreement. As used in this Agreement and unless otherwise expressly indicated, the following terms shall have the following meanings:

"**AB Entity**" shall mean (a) AB, (b) any successor to AB, including, without limitation, any corporation, partnership, limited liability company or other entity that (i) acquires, directly or indirectly, a controlling interest in AB (whether through merger, stock purchase, stock swap or otherwise), (ii) merges or consolidates with AB, or (iii) acquires substantially all of the assets of AB, and (c) any corporation, partnership, limited liability company or other entity that is controlled by, or is under common control with, any of the foregoing.

"**AB Jobs**" shall mean the sum of (a) individuals who (i) have worked for an AB Entity for at least 26 weeks during the Grant Year, (ii) work on average 36 or more hours per week for an AB Entity, and (iii) are based at the Project, and (b) individuals who (i) have performed services for an AB Entity through employment outsourcing or similar arrangement for at least 26 weeks during the Grant Year, (ii) work on average 36 or more hours per week performing services for an AB Entity, (iii) are based at the Project, and (iv) are paid in excess of the most recently published average wage for "All Occupations" in the Nashville – Davidson County – Murfreesboro – Franklin, Tennessee metropolitan statistical area according to the U.S. Bureau of Labor Statistics. The parties agree that individuals who perform some or all of their services for an AB Entity either directly or through outsourcing within their homes or other off site locations within the County will be included in the determination of AB Jobs if their work is coordinated, directed or supervised by a Project based individual. The foregoing notwithstanding, AB Jobs shall exclude any individuals in functions previously filled by an individual based in Davidson County.

"**Annual Settlement Statement**" shall mean the annual reporting document that includes the items set forth in **Exhibit A**.

"**Applicable Law**" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license,

authorization, directive, requirement or decision of or agreement with or by any Governmental Authority.

"Covered Expenses" means any of the following costs or expenses incurred after February 11, 2019, and not previously reimbursed with Grant Payment funds: (a) any documented expenses incurred by any AB Entity related to the acquisition, preparation or occupancy of office space and other facilities at or in connection with the Project (including (i) costs of relocating operations of AB Entities or employees of AB's affiliates in connection with the Project, (ii) costs and expenses for the purchase and/or installation of office furniture or equipment, used by AB Entities in connection with the Project, and (iii) rental payments made pursuant to any sublease or lease agreements pursuant to which AB Entities lease office space or other facilities in connection with the Project), (b) any documented costs incurred by any AB Entity associated with employee training with respect to Project-based employee or contract personnel, and (c) any documented expenses incurred by any AB Entity to improve, maintain, extend, equip or furnish real or personal property used for the Project.

"Director of Finance" shall mean the Director of Finance of the Metropolitan Government.

"Effective Date" shall mean February 11, 2019.

"Governmental Authority" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Grant Payment" shall mean, with respect to each Grant Year, the amount calculated by multiplying the number of AB Jobs as of December 31 by \$500.

"Grant Period" means the seven-year period commencing on the date determined pursuant to Section 3.1.

"Grant Year" shall mean each calendar year during the Grant Period.

"Metropolitan Clerk" shall mean the Metropolitan Clerk of the Metropolitan Government.

"Metropolitan Council" shall mean the Metropolitan County Council of the Metropolitan Government.

"Parties" shall mean the parties to this Agreement.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body, government or other entity.

"Project Proposal" shall mean the initial proposal provided to the Office of Economic and Community Development which includes the items provided for in Chapter 2. 210.030 of the Metropolitan Code and is incorporated herein as **Exhibit E**.

"State" shall mean the State of Tennessee.

- 1.3 **Additional Terms.** The definitions in Section 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references to Chapters or Sections of the Metropolitan Code shall be deemed references to the applicable Chapter or Section of the Metropolitan Code of the Metropolitan Government as amended as of the date of this Agreement. All reference to Articles, Sections and Paragraphs shall be deemed reference to Articles, Sections and Paragraphs of this Agreement, unless the context shall otherwise require. All references herein to Exhibits shall be deemed to be references to the Exhibits attached to this Agreement. The terms "this Agreement", "hereof," "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular Article, Section or Paragraph or other portion hereof and include any agreement supplemental hereto. The conjunction "or" shall be understood in its inclusive sense (and/or).
- 1.4 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE II

ECONOMIC AND COMMUNITY DEVELOPMENT INCENTIVE GRANT

- 2.1 **Economic and Community Development Grant.** Subject to the terms and conditions set forth in this Agreement, the Metropolitan Government shall pay to IDB for the benefit of AB, the Grant Payment for each Grant Year on or before August 15 of the year following the end of such Grant Year. The IDB agrees to consider the payment to AB of any Grant Payment that the IDB receives from the Metropolitan Government pursuant to this Agreement at its next meeting following the receipt of such funds and to pay AB within ten (10) business days following the IDB's approval of the payment of any such Grant Payment.

- 2.2 **Annual Settlement Statement.** AB shall deliver the Annual Settlement Statement for each Grant Year that includes the items set forth in **Exhibit A** hereto and an affidavit from an authorized representative of AB which affirms the matters set forth in **Exhibit B** hereto with respect to such Annual Settlement Statement to the IDB and the, Director of Finance on or before February 28 of the year following the end of such Grant Year. AB will furnish at least one hardcopy of such Annual Settlement Statement and related affidavit to the IDB, with either a hardcopy or electronic copy to the Director of Finance. Such Annual Settlement Statement will include a calculation of the number of AB Jobs as of December 31 of the applicable Grant Year, the amount of the Grant Payment for such Grant Year determined in accordance with this Agreement, a summary of the Covered Expenses to be paid or reimbursed with the Grant Payment for such Grant Year, and the other information set forth in **Exhibit A**. In addition, such Annual Settlement Statement shall include the percentage of the AB jobs (in aggregate) for each (i) gender, (ii) race and, (iii) county of residence provided however that AB shall not be required to make publicly available any individual employee data. As soon as reasonably practicable, AB shall provide the Director of Finance such additional documentation as is reasonably necessary and which she requests within thirty (30) days of her receipt of the Annual Settlement Statement and related affidavit for the applicable Grant Year. Each Annual Settlement Statement shall (i) list the information designated in **Exhibit A**, (ii) be prepared by a reputable independent certified public accounting firm reasonably acceptable to the Director of Finance and the IDB, and (iii) be accompanied by a certification from an official at AB that the information in such statement is true, correct, and complete.
- 2.3 **Manner of Payment.** Each Grant Payment shall be paid annually following receipt and approval of the Annual Settlement Statement by the Metropolitan Government and the IDB (approval process by the IDB and Metropolitan Government is set forth in **Exhibit A**). Payment of each Grant Payment shall be made on or before the dates specified in Section 2.1 by check to AB at its address set forth in Section 4.1 or Automated Clearing House (ACH), and if paid by ACH, the payment shall be made into such bank account as AB may specify in advance from time to time by completing the form in **Exhibit C** attached hereto and returning to the Metropolitan Government. In order to process payments by ACH, AB shall complete and return the Short Vendor Application attached hereto as **Exhibit D**.
- 2.4 **Annual Appropriation.** Notwithstanding anything to the contrary herein, the Metropolitan Government's obligation to make any payments hereunder is contingent upon the annual appropriation of funds for such purpose by the Metropolitan Council. Although the Parties recognize that such annual appropriation is a legal requirement of the Metropolitan Government, the Metropolitan Government acknowledges that this Agreement has served as a material inducement to AB to relocate and make material investments in the County.

- 2.5 **Quarterly Reporting.** AB shall prepare written reports demonstrating compliance with the terms of this Agreement, including the provisions in **Exhibit E**. Such reports shall be provided on a quarterly basis to the Office of Economic and Community Development, beginning with the quarter ending after the date on which the Grant Period commences. AB acknowledges that the reports are subject to the provisions of the State of Tennessee Open Record Act.

ARTICLE III

TERM

- 3.1 **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall expire upon the date payment is made with respect to the Annual Settlement Statement for the seventh (7th) Grant Year during the Grant Period. AB shall have the right to specify the date on which the Grant Period commences by giving the IDB and the Metropolitan Government written notice of such date not later than thirty (30) days before such designated commencement date. Notwithstanding the foregoing, the Grant Period must commence on a January 1.

ARTICLE IV

STANDARD TERMS AND CONDITIONS

- 4.1 **Notices.** All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) on the date of transmission when sent by overnight courier maintaining records of receipt, or (iii) three days after dispatch when sent by certified mail, postage prepaid, return-receipt requested with confirming copy ; provided that, in an any such case, such communication is addressed as provided below:

To the Metropolitan Government:

The Metropolitan Government of
Nashville and Davidson County
106 Metropolitan Courthouse
P.O. Box 196300
Nashville, TN 37219
Attention: Director of Finance
Telephone: (615) 862-6151

With copy to:

Director of Law of the Metropolitan Government
108 Metropolitan Courthouse
P.O. Box 196300
Nashville, TN 37219
Telephone: (615) 862-6341

If to the Industrial Development Board:

c/o Executive Director
The Industrial Development Board of the Metropolitan Government of
Nashville and Davidson County
100 Metropolitan Courthouse
P.O. Box 196300
Nashville, TN 37219
matt.wiltshire@nashville.gov
Telephone: 615-862-6021

If to AllianceBernstein L.P.:

Laurence E. Cranch, General Counsel
One Nashville Place
150 4th Avenue North
Nashville, TN 37219
E-mail: larry.cranch@abglobal.com

With a copy to:

James Weaver, Esq.
Waller Lansden Dortch and Davis
511 Union St, Suite 2700
Nashville, TN 37219
E-mail: James.Weaver@wallerlaw.com

Any Party may change its address or the designation of the intended recipient of notice provided that it notifies the other Parties in accordance herewith.

4.2 **Applicable Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Parties hereby agree that any suit, action or proceeding may be instituted with respect to this Agreement in any federal or state court in Davidson County. The Parties hereby consent to *in personam* jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the *in personam* jurisdiction of such courts or from the execution of judgments resulting therefrom.

- 4.3 **Entire Agreement; Amendments and Waivers.** This Agreement and the Exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Parties. Amendments, supplements, or modifications to the terms of the calculation of the Grant Payment must first be approved by the Metropolitan County Council by Resolution. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. Any Party's failure to enforce any provision of this Agreement or its acceptance of any payment shall not constitute a waiver thereof and shall not prevent such Party from enforcing that provision or any other provision of this Agreement in the future.
- 4.4 **Remedies Cumulative.** No reference to any specific right or remedy shall preclude any Party from exercising any other right or from having other remedy or from maintaining any other action to which it would otherwise be entitled at law or in equity.
- 4.5 **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.
- 4.6 **No Merger.** The terms and provisions of this Agreement (including, without limitation, the representations, warranties and covenants) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to this Agreement unless such document shall specifically so state and shall be signed by the Metropolitan Government, the IDB and AB.
- 4.7 **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third Person to create the relationship of principal and agent, partnership, joint venture or any association between or among the Metropolitan Government, the IDB and AB.
- 4.8 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4.9 **Compliance with Laws.** AB agrees to comply with all applicable federal, state and local laws and regulations.
- 4.10 **Contingent Fees.** AB hereby represents that AB has not been retained or retained any persons to solicit or secure this Agreement upon an agreement or

understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is material breach of this Agreement. For the purposes of this Agreement, the term "bona fide commercial selling agency" means an established commercial business or entity maintained for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain government contract or contracts through improper influence.

- 4.11 **Nondiscrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, AB certifies and warrants that any AB Entity that occupies the Project will comply with this policy with respect to its hiring, employment and other practices within the Country. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in programs or activities funded with a Grant Payment, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the employment practices of AB. Accordingly, AB shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination within the area of the Metropolitan Government.
- 4.12 **Ethical Standards.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any requirement of this Agreement. Breach of the provisions of this paragraph is material breach of this Agreement.
- 4.13 **Audit.** The Metropolitan Government or the IDB, or their respective designees, shall have the right to perform on-site audits of the Annual Settlement Statements and underlying data and all supporting documentation, generated by AB pertaining to this Agreement, no more than annually, upon reasonable written notice and during the customary business hours. AB agrees to make books and records and all other relevant information pertaining to this project available to

the Metropolitan Government and to the IDB. The right to perform such audits shall extend three (3) years from the termination of this Agreement.

- 4.14 **Liability.** The Metropolitan Government and the IDB shall have no liability except as specifically provided in this Agreement.
- 4.15 **Force Majeure.** The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- 4.16 **Severability.** If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the invalidity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain among the Parties to the maximum extent possible, consistent with Applicable Law and public policy.
- 4.17 **Interpretation.** Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement, and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this ____ day of _____, 2019, and effective as of the Effective Date.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

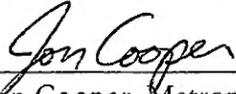
David Briley, Mayor

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Jon Cooper, Metropolitan Attorney

ATTEST:

Elizabeth Waites, Metropolitan Clerk

**INDUSTRIAL DEVELOPMENT BOARD OF
NASHVILLE AND DAVIDSON COUNTY**

Ginger Hausser, Chair

ATTEST:

Aubrey Gregory, Secretary

ALLIANCEBERNSTEIN, L.P.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Annual Settlement Statement
Requirements

Each Annual Settlement Statement shall include a calculation of the number of AB Jobs as of December 31 of the applicable Grant Year, the amount of the Grant Payment for such Grant Year determined in accordance with the Agreement, and a summary of the Covered Expenses to be paid or reimbursed with the Grant Payment for such Grant Year. The Annual Settlement Statement shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Reference Number (assigned by the IDB)
- (2) Expense Date
- (3) Expense Period
- (4) AB Federal Employer Identification
- (5) AB Address
- (6) AB Contact for the Annual Settlement Statement Questions (name, phone, and/or email address)
- (7) Itemization of Reimbursement Requested for the Grant Year--- it must detail, at minimum, all of the following:
 - i. The amount expended
 - ii. The total amount requested (all line-items) for the Grant Year.
 - iii. Specific Covered Expense item
 - iv. The amount reimbursed under the Agreement to date

The IDB and Metropolitan Government will approve or deny Covered Expenses within forty-five (45) days from submission of the Annual Settlement Statement. Should the Metropolitan Government or the IDB submit any questions, challenges or requests for additional information with respect to the calculation of the number of AB Jobs or any Covered Expense to AB in writing within thirty (30) days from such submission date, AB shall submit a modified Annual Settlement Statement and/or supplemental information or documentation for review by the IDB and the Metropolitan Government within thirty (30) days after AB's receipt of such writing (or within such longer period as is commercially reasonable in the event that AB must obtain additional information not readily available to it). Any revised Annual Settlement Statement shall be approved within thirty (30) days after AB's submission thereof to the IDB and the Metropolitan Government and AB be paid per Sections 2.1 and 2.3.

Exhibit B

Affidavit

State of _____

County of _____

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

Contingent Fees: In accordance with 1992 Procurement Code of the Metropolitan Government, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the AB has not retained anyone in violation of the foregoing.

Nondiscrimination: The undersigned (Affiant), after being first duly sworn, affirms that AB, by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this Agreement, AB certifies and warrants it will comply with this policy within the area of the Metropolitan Government.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 20____.

Notary Public

My commission expires: _____

Exhibit C
ACH Form for Electronic Payment

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
TREASURY DIVISION
ACH (AUTOMATED CLEARING HOUSE) CREDITS

Company Name: _____

Federal Identification Number or Social Security Number (under which you are doing business with Metro) _____

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (*select type of account*) CHECKING or SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

.....

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted: _____ Phone _____

.....

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Please mail to:
Finance - Division of Accts
Attn: Starla Friedmann
700 2nd Ave S Ste 310
Nashville, TN 37210

or Fax to: 615-862-6109
Attn: Starla Friedmann

Exhibit D

Short Vendor Form

Exhibit E

AB Project Proposal

1.) Company Name: AllianceBernstein L.P. (“AB”)

2.) Project Description:

AB is a leading global-investment management and research firm. AllianceBernstein Holding L.P. is a publicly traded limited partnership that is listed on the New York Stock Exchange. Alliance Bernstein Holding L.P. owns approximately a 35 percent interest in Alliance Bernstein L.P. AB is a private limited partnership that conducts a diversified investment management services business bringing together a wide range of insights, expertise and innovations to advance the interests of its clients around the world. AB has a comprehensive research, portfolio-management, wealth-management capabilities and client-service offices around the world, reflecting the company’s global capabilities and the needs of its clients. AB has grown to over \$530 billion in assets by having its global teams collaborate across asset classes. The company’s research capabilities bring together the perspective of a diverse range of expert analysts -from fundamental and quantitative to economic and glide path experts. Their common focus is on delivering investment solutions and results for their clients.

AB is currently headquartered in Manhattan, a location that represents the highest total cost of operations in AB’s real estate portfolio with higher real estate, workforce, tax and utility costs versus the other U.S. company locations.

AB is relocating its headquarters to Nashville. The FTEs associated with this project have an average annual wage in New York City of over \$207,000 including bonuses which remain stable year after year. AB also provides a full slate of benefits including health and dental, vision and life insurance. The value of the benefits is over \$17,800 per employee.

The proposed level of new job creation in Nashville is 1050 FTEs over the next five years. The proposed level of capital investment is \$70.1 million over the next 5 years.

A.B. strives to be a good global corporate citizen and wants to partner with the new headquarters community through philanthropy, volunteerism and social awareness. In 2015 and 2016 AB and its employees collectively donated more than \$15 million and thousands of hours to nearly 2,000 causes around the world. The company is especially proud of its AB Day of Service series, a global volunteer initiative sponsored and organized by its Cultural Advancement Team. For the third consecutive year, AB has achieved a perfect score of 100 on the Corporate Equality Index, the national benchmarking for corporate policies and practices for LGBTQ employees, administered by the Human Rights Campaign Foundation.

Construction Phase

N/A. AB is not building the building, it simply will be a tenant in the facility like any other tenant and they have no control over the contractor and the construction of the facility. However, AB will have Skanska, the general contractor for the project, be present at the Council vote and available to answer any questions the Council may pose. AB selected the site in a thoughtful and selective manner understanding Skanska's history working with Metro and delivering projects with significant minority involvement and involvement from local laborers. As a result, AB has not completed the following tables relating to the construction phase of the Project since they relate to Skanska over which AB has no control. However, once the build-out of AB's space occurs AB will also be happy to provide information as required by Metro from whomever is selected to do the build-out concerning the information below.

Job Category	Expected Hourly Wage	Average Wage in Davidson County for Comparable Positions	Number Employed by General Contractor	Number Employed by Sub Contractor	Percent Expected to Live in Davidson County

Will the construction of the Project utilize (circle one):

- Temporary or Staffing Agencies? Yes or No
- The Nashville Career Advancement Center? Yes or No
- U.S. Dept. of Labor Certified Apprenticeship Programs? Yes or No

List the number and type, within the preceding seven (7) years, of (a) violations assessed by the U.S. Department of Labor – Occupational Safety and Health Administration and/or by the Tennessee Occupational Safety and Health Administration against the qualified company, or any contractor or subcontractor of the company retained on the qualified project; or (b) employment or wage-related legal actions filed within federal or state courts against the qualified company, or any contractor or subcontractor of the company retained on the qualified project.

Name	TN OSHA	Dept. of Labor OSHA	Employment or Wage related legal claims
N/A but it is notable that AB has no TOSHA or OSHA violations to disclose nor any employment or wage related claims			

Ongoing Corporate Operations

**AllianceBernstein Nashville Office
Nashville-Davidson-Murfreesboro-Franklin, TN**

OCC_CODE	OCC_TITLE	Median Annual Wage	Projected # of Jobs in Nashville	# of Jobs Based in Nashville Above Median (Based on Best Estimates as of January 2019)
00-0000	All Occupations	47,110	1,050	90-95%

OCC_CODE	OCC_TITLE	Median Annual Wage	Projected # of Jobs in Nashville	# of Jobs Based in Nashville Above Median
11-0000	Management Occupations	104,830	230	90-95%
13-0000	Business and Financial Operations Occupations	67,370	460	90-95%
15-0000	Computer and Mathematical Occupations	77,920	220	90-95%
23-0000	Legal Occupations	92,010	10	90-95%
41-0000	Sales and Related Occupations	39,850	100	90-95%
43-0000	Office and Administrative Support Occupations	37,540	30	90-95%

Will the ongoing operations of the Project utilize (circle one):

Temporary or Staffing Agencies?

Yes or No

The Nashville Career Advancement Center?

Yes or No

U.S. Dept. of Labor Certified Apprenticeship Programs?

Yes or No