

MINUTES OF THE 79th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 79th Meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on July 12, 2018 at 9:00 a.m. in the Administrative Conference Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Marty Dickens, Irwin Fisher, Randy Goodman, Vonda McDaniel, Willie McDonald, Randy Rayburn, Renata Soto, and Leigh Walton

AUTHORITY MEMBERS NOT PRESENT: David McMurry

OTHERS PRESENT: Charles Starks, Donna Gray, Brian Ivey, Jasmine Quattlebaum, Heidi Runion, Mary Brette Wyly, Natasha Blackshear, and Joey Garrison

Chair Marty Dickens opened the meeting for business at 9:00 a.m. and 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 if and to the extent applicable 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: Vonda McDaniel made a motion to approve the 78th Meeting Minutes of May 3, 2018. The motion was seconded by Leigh Walton and approved unanimously by the Authority.

The next regularly scheduled meeting is scheduled for August 2, 2018.

Charles Starks shared with the board the requirements of the annual meeting as defined by the bylaws and the requirement to elect officers of the Authority and to conduct such other business as may be properly brought before the meeting (Attachment #1) and there was discussion.

ACTION: Randy Rayburn made a motion that, pursuant to Article IV of the bylaws, Marty Dickens be elected as Chair, Vonda McDaniel as Vice-Chair, and Willie McDonald as

Secretary and Treasurer. The motion was seconded by Leigh Walton, and approved unanimously by the Authority.

Charles Starks discussed the Consideration of Land Acquisition – 719 4th Avenue South (Attachments #1 and #2) and there was discussion.

ACTION: Leigh Walton made a motion approving the resolution to purchase property at 719 4th Avenue South whereby (a) the Authority is authorized to purchase real property municipally known as Map/Parcel number 093-15-0-004.00, consisting of approximately 0.45 acres, in Nashville, Davidson County, Tennessee from John and Michelle Doulis for \$3,850,000, pursuant to the terms of that certain Real Estate Purchase Agreement, dated May 31, 2018 and as amended on June 29, 2018, and considered this day with such Agreement (as Amended) being ratified (b) upon his acceptance of the property's Phase I, survey and other due diligence materials, Charles Starks is authorized in the name of and for the account of the Authority and on such terms and conditions as set forth in the contract, to sign, execute and endorse all documents necessary to consummate the transaction contemplated by the contract, and (c) the payment of expenses, fees and disbursements incurred in connection with the purchase of the property is approved and authorized. The motion was seconded by Willie McDonald, and approved unanimously by the Authority.

Charles Starks gave an Operations Update and there was discussion.

Charles Starks presented the Amendment Centerplate Contract (Attachments #1 and #3) and there was discussion.

ACTION: Randy Rayburn made a motion [i] approving an amendment to the Food and Beverage Operations and Service Agreement with Volume Services, Inc. d/b/a Centerplate to allow for direct contracting with and billing to the Authority and [ii] authorizing Charles Starks to execute the amendment and take any actions necessary or appropriate to finalize it. The motion was seconded by Randy Goodman, and approved unanimously by the Authority.

Charles Starks discussed the Francis Guess Luncheon (Attachment #1) and there was discussion.

ACTION: Vonda McDaniel made a motion approving the extension of the sponsorship of the Community Foundation Francis S. Guess Bridge to Equality Luncheon for an additional three years. The motion was seconded by Willie McDonald, and approved unanimously by the Authority.

Charles Starks and Jasmine Quattlebaum gave a DBE update (Attachment #1) and there was discussion.

Charles Starks gave a Tax Collections update (Attachment #1) and there was discussion.

With no additional business, the Authority unanimously moved to adjourn at 9:58 a.m.

Respectfully submitted,



Charles L. Starks
President & CEO
Convention Center Authority

Approved:



Marty Dickens, Chair
CCA 79th Meeting Minutes
of July 12, 2018

Convention Center Authority



July 12, 2018



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 if and to the extent applicable 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.



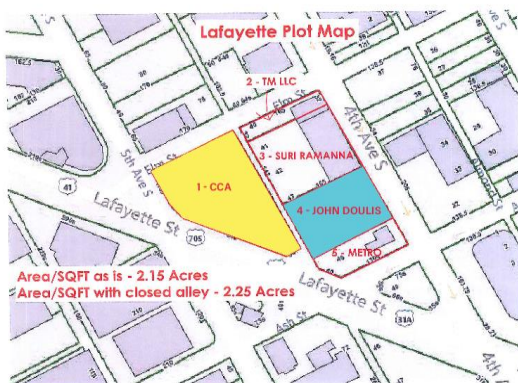
Annual Meeting Matters

- Election of FY 18-19 Officers



Consideration of Land Acquisition

719 4th Avenue South



OPERATIONS UPDATE



Amendment Centerplate Contract



Francis Guess Luncheon



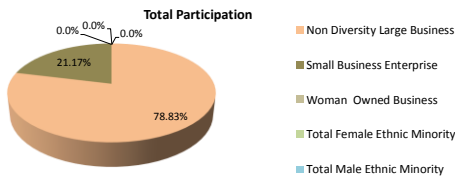
DBE Update



FY18 3rd Quarter Reports



LMG FY18 3rd Quarter DBE Participation Summary



DBE PARTICIPATION SUMMARY: FY18 Goal 20%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	0.00%	0
WOMEN OWNED BUSINESSES	0.00%	0
SMALL BUSINESS ENTERPRISE	21.17%	2
TOTAL	21.17%	2

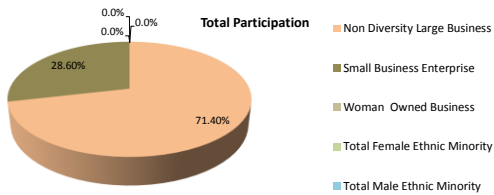


LMG FY18 3rd Quarter DBE Participation Dollars Spent

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$0 (0%)
Ethnic Minority Female	
African American Owned	\$0 (0%)
Total Minority Business Enterprise	\$0 (0%)
Total Woman Owned	\$0 (0%)
Total Small Business	\$94,712 (21.17%)
Total DBE Participation	\$94,712 (21.17%)
Total Non Diversity Business	\$352,639 (78.83%)



**LMG FY18 YTD
DBE Participation Summary
as of 3/31/2018**



DBE PARTICIPATION SUMMARY: FY18 Goal 20%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	0.00%	0
WOMEN OWNED BUSINESSES	0.00%	0
SMALL BUSINESS ENTERPRISE	28.60%	2
TOTAL	28.60%	2



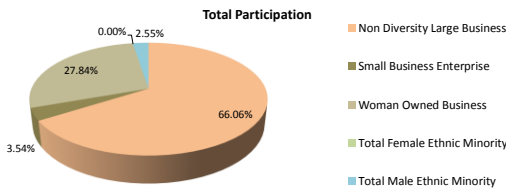
**LMG FY18 YTD
DBE Participation Dollars Spent
as of 3/31/2018**

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$0 (0%)
Ethnic Minority Female	
African American Owned	\$0 (0%)
Total Minority Business Enterprise	\$0 (0%)
Total Woman Owned	\$0 (0%)
Total Small Business	\$405,347 (28.60%)

Total DBE Participation	\$405,347 (28.60%)
Total Non Diversity Business	\$1,012,032 (71.40%)



**Centerplate FY18 3rd Quarter
DBE Participation Summary**



DBE PARTICIPATION SUMMARY: FY18 Goal 25%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	2.55%	4
WOMEN OWNED BUSINESSES	27.84%	7
SMALL BUSINESS ENTERPRISE	3.54%	2
TOTAL	33.94%	13



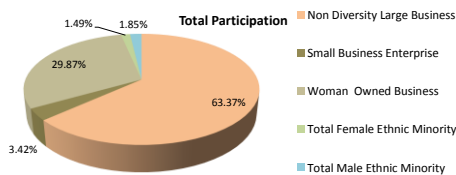
**Centerplate FY18 3rd Quarter
DBE Participation Dollars Spent**

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$36,682 (2.55%)
Ethnic Minority Female	
African American Owned	\$0 (0%)
Total Minority Business Enterprise	\$36,682 (2.55%)
Total Woman Owned	\$400,524 (27.84%)
Total Small Business	\$50,982 (3.54%)

Total DBE Participation	\$488,188 (33.94%)
Total Non Diversity Business	\$950,221 (66.06%)



**Centerplate FY18 YTD
DBE Participation Summary
as of 3/31/2018**



DBE PARTICIPATION SUMMARY: FY18 Goal 25%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	3.34%	4
WOMEN OWNED BUSINESSES	29.87%	7
SMALL BUSINESS ENTERPRISE	3.42%	2
TOTAL	36.63%	13



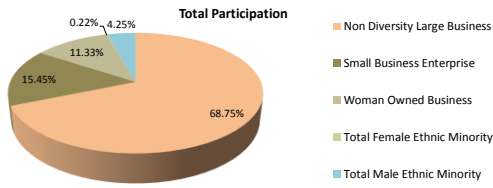
**Centerplate FY18 YTD
DBE Participation Dollars Spent
as of 3/31/2018**

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$64,341 (1.85%)
Ethnic Minority Female	
African American Owned	\$51,925 (1.49%)
Total Minority Business Enterprise	\$116,266 (3.34%)
Total Woman Owned	\$1,038,396 (29.87%)
Total Small Business	\$118,847 (3.42%)

Total DBE Participation	\$1,273,510 (36.63%)
Total Non Diversity Business	\$2,202,933 (63.37%)



Music City Center FY18 3rd Quarter DBE Participation Summary



DBE PARTICIPATION SUMMARY	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	4.47%	6
WOMEN OWNED BUSINESSES	11.33%	13
SMALL BUSINESS ENTERPRISE	15.45%	8
TOTAL	31.25%	27

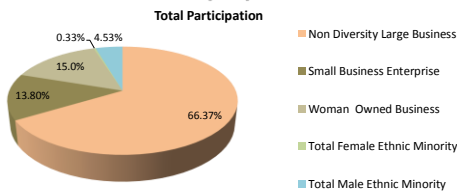


Music City Center FY18 3rd Quarter DBE Participation Dollars Spent

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$117,836 (4.25%)
Ethnic Minority Female	
African American Owned	\$6,000 (.22%)
Total Minority Business Enterprise	\$123,836 (4.47%)
Total Woman Owned	\$313,781 (11.33%)
Total Small Business	\$427,951 (15.45%)
Total DBE Participation	\$865,568 (31.25%)
Total Non Diversity Business	\$1,904,484 (68.75%)



Music City Center FY18 YTD DBE Participation Summary as of 3/31/2018



DBE PARTICIPATION SUMMARY	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	4.86%	6
WOMEN OWNED BUSINESSES	14.97%	13
SMALL BUSINESS ENTERPRISE	13.80%	8
TOTAL	33.63%	27



Music City Center FY18 YTD DBE Participation Dollars Spent as of 3/31/2018

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$259,850 (4.53%)
Ethnic Minority Female	
African American Owned	\$18,991 (.33%)
Total Minority Business Enterprise	\$278,841 (4.86%)
Total Woman Owned	\$790,722 (13.80%)
Total Small Business	\$1,648,848 (28.77%)
Total DBE Participation	\$1,927,689 (33.63%)
Total Non Diversity Business	\$3,804,047 (66.37%)



OMNI 2018 Local Participation

COMMITMENT TO LOCAL HIRING	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total FTEs GOAL: 300	689	711	713	719	694							
# FTEs (40 hours) Residents of Nashville Metropolitan Statistical Area Goal: 250	677	698	701	706	682							
# FTEs (40 hours) Residents of Davidson County Goal: 200	537	588	561	561	538							

OMNI 2018 DBE Participation

SUPPLY AND SERVICE EXPENDITURE COMMITMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2017 Total
Nashville Metropolitan Statistical Area Businesses Goal: \$100,000/yr.	\$177,287	\$111,634	\$176,862	\$244,553	\$236,458								\$946,795
Small, minority and women owned business enterprises Goal: \$50,000/yr.	\$26,680	\$24,106	\$35,990	\$28,362	\$31,508								\$146,196



DBE HAPPENINGS

May 23, 2018



SALES UPDATE



TAX COLLECTIONS



MCC/Hotel Tax Collection

MCC Portion of April 2018 Tourism Tax Collections

	FY 2017	FY 2018	Variance
2/5 of 5% Occupancy Tax	\$2,108,375	\$2,400,566	13.86%
Net 1% Occupancy Tax	\$948,812	\$1,067,285	12.49%
\$2 Room Tax	\$1,222,663	\$1,324,024	8.29%
Contracted Vehicle	\$157,316	\$98,860	-37.16%
Rental Vehicle	\$133,460	\$151,411	13.45%
Campus Sales Tax	\$2,678,463	\$1,758,543	-34.35%
TDZ Sales Tax Increment	\$0	\$0	0.00%
Total Tax Collections	\$7,249,090	\$6,800,688	-6.19%

MCC Portion of Year-to-Date Tourism Tax Collections

	FY 2017	FY 2018	Variance
2/5 of 5% Occupancy Tax	\$18,240,550	\$20,418,575	11.94%
Net 1% Occupancy Tax	\$7,991,987	\$8,959,507	12.11%
\$2 Room Tax	\$11,389,312	\$12,114,677	6.37%
Contracted Vehicle	\$1,341,163	\$1,692,697	26.21%
Rental Vehicle	\$1,269,177	\$1,392,697	9.73%
Campus Sales Tax	\$15,804,893	\$15,748,545	-0.38%
TDZ Sales Tax Increment	\$22,778,163	\$27,641,384	21.35%
Total YTD Tax Collections	\$78,815,246	\$87,964,081	11.61%

All numbers subject to change by CCA Auditors



MCC/Hotel Tax Collection

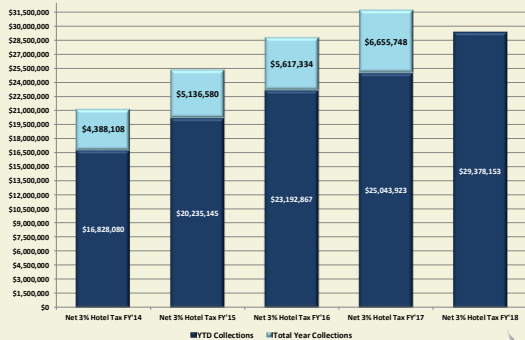
Collections Thru April 2018
(excludes TDZ)

	2/5 of 5% Occupancy Tax	Net 1% Occupancy Tax	\$2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Campus Tax	Total	Variance to FY 17-18
July	\$2,039,304	\$902,488	\$1,292,898	\$155,567	\$142,722	\$1,693,384	\$6,226,362	-1.69%
August	\$1,998,283	\$893,795	\$1,216,121	\$174,409	\$168,297	\$740,274	\$5,191,178	-6.12%
September	\$2,387,369	\$1,064,670	\$1,367,376	\$191,229	\$143,228	\$701,167	\$5,855,038	24.11%
October	\$2,515,399	\$1,107,769	\$1,331,860	\$203,399	\$160,623	\$3,716,125	\$9,035,175	56.34%
November	\$1,922,729	\$833,717	\$1,123,770	\$161,409	\$60,270	\$1,437,892	\$5,539,777	-12.97%
December	\$1,651,629	\$687,340	\$1,045,165	\$103,448	\$204,429	\$1,064,753	\$4,756,764	38.55%
January	\$1,340,442	\$572,062	\$929,255	\$229,870	\$44,643	\$560,537	\$3,676,809	-20.21%
February	\$1,671,484	\$724,939	\$1,048,285	\$178,656	\$174,888	\$2,225,625	\$6,023,876	16.07%
March	\$2,491,442	\$1,105,443	\$1,435,931	\$195,850	\$142,188	\$1,846,258	\$7,217,109	34.86%
April	\$2,400,566	\$1,067,285	\$1,324,024	\$98,860	\$151,411	\$1,758,543	\$6,800,688	-6.19%
May	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
June	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
YTD Total	\$20,418,647	\$8,959,507	\$12,114,685	\$1,692,697	\$1,392,697	\$15,744,545	\$60,322,776	10.58%

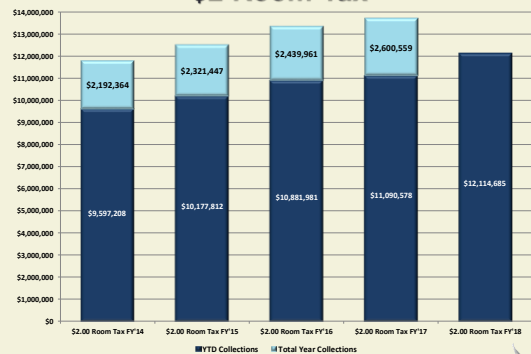
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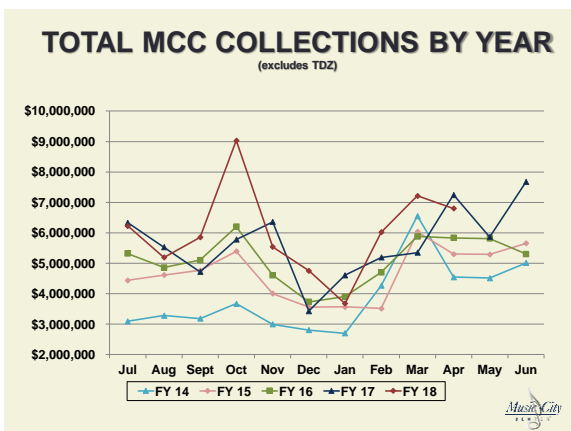
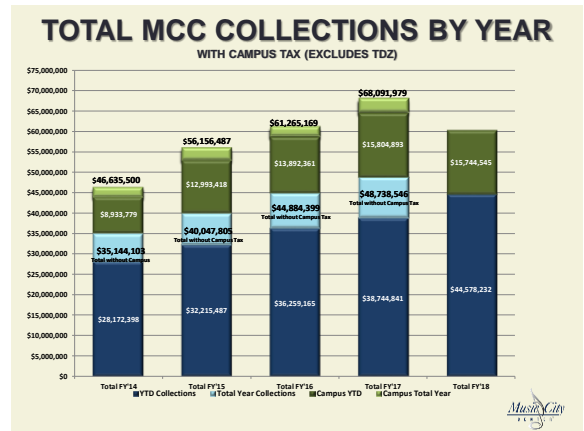
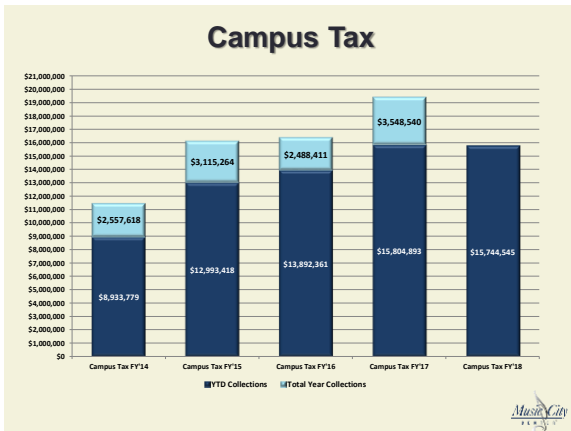
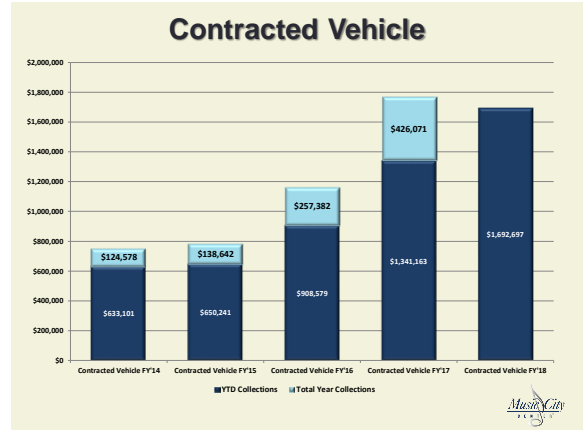
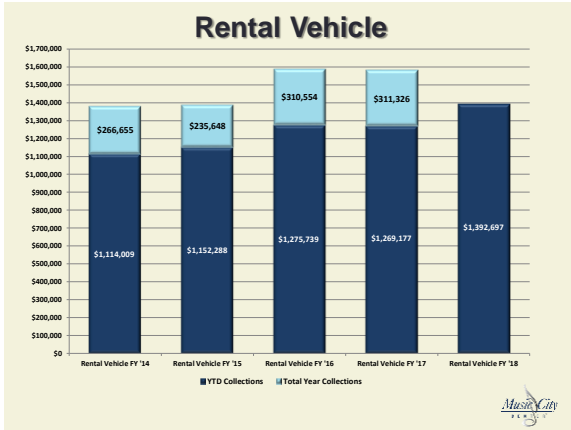


Net 3% Hotel Tax



\$2 Room Tax





MAY EVENTS

- > 19 Events
- > 64,456 Attendees
- > 30,108 Room Nights
- > \$48,652,181 Economic Impact

MAY TOURS & SITE VISITS

- > 3 Group tours with 132 Attendees
- > 9 Sales Site Visits



JUNE EVENTS

- 18 Events
- 82,455 Attendees
- 104,650 Room Nights
- \$74,961,171 Economic Impact

JUNE TOURS & SITE VISITS

- 5 Group tours with 29 Attendees
- 6 Sales Site Visits



Convention Center Authority



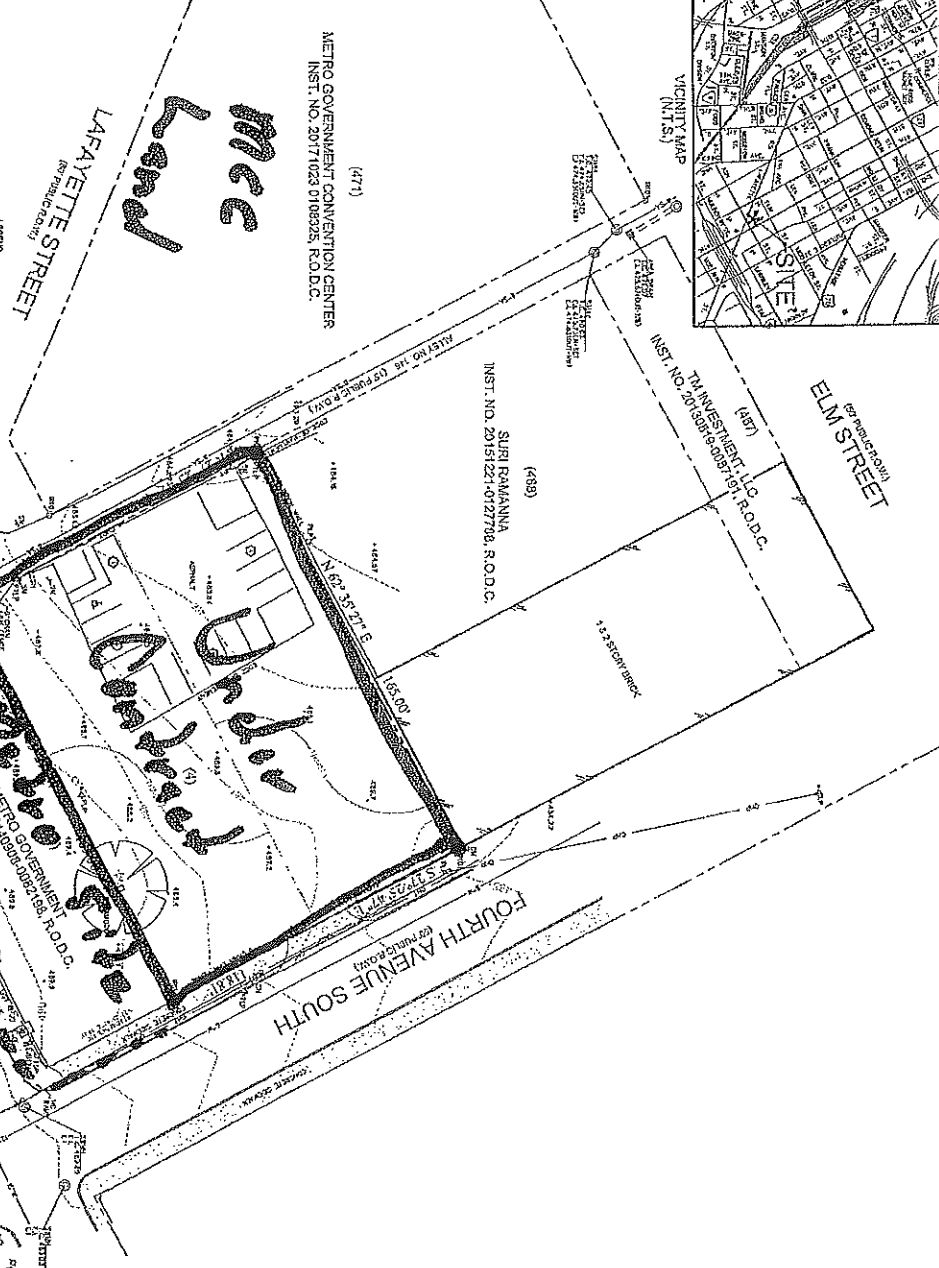
July 12, 2018



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SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(Symbol)	1' X 1' GRID	(Symbol)	PROPERTY LINE
(Symbol)	2' X 2' GRID	(Symbol)	ADJACENT PROPERTY
(Symbol)	5' X 5' GRID	(Symbol)	ADJACENT ROAD
(Symbol)	10' X 10' GRID	(Symbol)	ADJACENT RAILROAD
(Symbol)	20' X 20' GRID	(Symbol)	ADJACENT AIRPORT
(Symbol)	50' X 50' GRID	(Symbol)	ADJACENT WATER
(Symbol)	100' X 100' GRID	(Symbol)	ADJACENT WOODS
(Symbol)	200' X 200' GRID	(Symbol)	ADJACENT OPEN SPACE
(Symbol)	500' X 500' GRID	(Symbol)	ADJACENT INDUSTRIAL
(Symbol)	1000' X 1000' GRID	(Symbol)	ADJACENT AGRICULTURE
(Symbol)	2000' X 2000' GRID	(Symbol)	ADJACENT FOREST
(Symbol)	5000' X 5000' GRID	(Symbol)	ADJACENT MOUNTAINS
(Symbol)	10000' X 10000' GRID	(Symbol)	ADJACENT DESERT
(Symbol)	20000' X 20000' GRID	(Symbol)	ADJACENT TROPICAL
(Symbol)	50000' X 50000' GRID	(Symbol)	ADJACENT ARCTIC
(Symbol)	100000' X 100000' GRID	(Symbol)	ADJACENT ANTARCTIC



AREA= 19,804 SQ. FT., OR 0.45 ACRE +/-

NOTES

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT ROADS AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT AIRPORT AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT WOODS AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT OPEN SPACE AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT INDUSTRIAL AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT AGRICULTURE AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT FOREST AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
11. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT MOUNTAINS AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
12. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT DESERT AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
13. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT TROPICAL AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
14. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT ARCTIC AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.
15. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT ANTARCTIC AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR ADVERSE CLAIMS.

DEED REFERENCE
 THE DEED REFERENCE IS THE INSTRUMENT NUMBER BY WHICH THE PROPERTY WAS ACQUIRED BY THE SURVEYOR.

PROPERTY MAP REFERENCE
 THE PROPERTY MAP REFERENCE IS THE INSTRUMENT NUMBER BY WHICH THE PROPERTY WAS ACQUIRED BY THE SURVEYOR.

PAY REFERENCE
 THE PAY REFERENCE IS THE INSTRUMENT NUMBER BY WHICH THE PROPERTY WAS ACQUIRED BY THE SURVEYOR.

SURVEYOR'S CERTIFICATE
 I, THE SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THAT THE SURVEY IS TRUE AND CORRECT.

PRELIMINARY

DATE OF PLOT: 7/12/2018
 TITLED: 7/12/2018
 PLOTTED BY: [Name]

FILE NO.	380001
DATE	7/12/2018
TIME	15:05:02
USER	[Name]
PROJECT	[Name]
DESCRIPTION	[Name]
LOCATION	[Name]
SCALE	1" = 30'

COMMONWEALTH DEVELOPMENT GROUP, INC.
 ALTAN/SP'S LAND TITLE SURVEY
 719 4TH AVENUE SOUTH
 URBAN SERVICES DISTRICT
 1815 COLLETT DRIVE
 HASHALLE, DAVIDSON COUNTY, TENNESSEE

BARGE
 DESIGN SOLUTIONS
 615 First Avenue South, Suite 200, Knoxville, Tennessee 37919
 Phone: 615.254.4444 Fax: 615.254.4272

**SECOND AMENDMENT TO FOOD AND BEVERAGE OPERATIONS AND SERVICES
AGREEMENT BETWEEN THE CONVENTION CENTER AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND
VOLUME SERVICES, INC. d/b/a CENTERPLATE**

This Second Amendment ("Amendment"), effective as of the ____ day of _____, 2018 ("Effective Date"), is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **VOLUME SERVICES, INC. d/b/a CENTERPLATE** ("Contractor"), a Delaware corporation registered to do business under the laws of Tennessee. (The Convention Center Authority and the Contractor are collectively referred to herein as the "Parties").

WITNESSETH

WHEREAS, as a result Request for Proposal #12.609 ("RFP"), the Convention Center Authority and Contractor entered into the Food and Beverage Operations and Services Agreement dated on or about December 26, 2012 ("Agreement") wherein Contractor provides food and beverage service provider to the Music City Center;

WHEREAS, the Parties entered into the First Amendment to the Agreement on or about December 27, 2017 to extend the term of the Agreement;

WHEREAS, Contractor is the exclusive provider of food and beverage services for all conventions, conferences, trade shows and other events held at the Music City Center. As a part of providing services under the Agreement, Contractor enters into a separate contract with the Music City Center's customers for catered events and invoices such customers directly for the food and beverage services provided;

WHEREAS, the Parties desire and intend that the Agreement be further modified and amended, in accordance with the terms of this Amendment, to permit the Convention Center Authority to enter into an agreement with its customers (licensees) that would also include a contract for food and beverage services for the convenience of the customer (licensee), which would result in a single contract with, and single payment by the customer (licensee) to, the Convention Center Authority; and

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

1. Direct Customer/Licensee Contract. Notwithstanding any term or provision of the Agreement to the contrary, the Convention Center Authority may, from time to time, choose to enter into license agreements with licensees that would not only authorize the licensee to use certain areas of the Music City Center, but would also obligate the licensee to purchase food and beverage services to be provided by Contractor with invoicing and collections to be performed by the Convention Center Authority, pursuant to a form of license agreement to be agreed to by the Parties. Under those circumstances, the Convention Center Authority will coordinate banquet event orders, food and beverage service estimates, and other appropriate logistical considerations so that Contractor provides the same level of quality food and beverage service delivery at the

same cost and expense, including credit card fees, that it currently provides to customers in accordance with the Agreement. As a result, and under those direct contracting circumstances, the Convention Center Authority shall be the Contractor's customer in accordance with the Agreement and [i] agrees to forward all deposits for food and beverage services to Contractor within ten (10) business days of receipt; [ii] agrees that all invoices tendered by Contractor will be paid within thirty (30) days of the date the invoice is received regardless of the financial arrangements made between the Convention Center Authority and its licensee; and [iii] assumes all financial liability for food and beverage services charges, even if the licensee defaults on payments to the Convention Center Authority.

2. Ratification; Full Force and Effect; Entire Agreement. In the event any of the terms or provisions of this Amendment conflict in any way with any of the terms or provisions of the Agreement, the applicable terms and provisions of this Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Agreement shall remain in full force and effect. The Agreement, as amended hereby, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Agreement in any respect, including for additional services, shall be binding unless evidenced by an agreement in writing signed by the Parties.

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

[The remainder of this page has been intentionally left blank.
Signatures appear on the next page.]

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

BY: _____

Print: _____

Title: _____

CONTRACTOR

BY: _____

Print: _____

Title: _____

Sworn to and subscribed to before me, a
Notary Public, this _____ day
of _____, 20____,
by _____,
the _____
of Contractor and duly authorized to execute
this instrument on Contractor's behalf.

Notary Public

My Commission Expires
