

**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 Warner Music Inc. ("**Warner**"), a Delaware corporation.

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

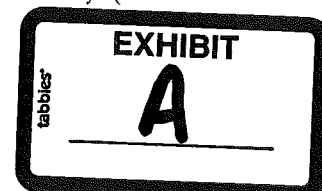
WHEREAS, the provision of quality jobs to area citizens by local business is both necessary and vital to the economic well-being of the Metropolitan Government; and

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, pursuant to Chapter 2.210 of the Metropolitan Code, in order to encourage economic and community development within the County, the Metropolitan Government is authorized to make economic and community development incentive grants with respect to "qualified projects" and "qualified companies" (as such terms are defined in Section 2.210.010 of the Metropolitan Code) if the location of such qualified project or such qualified company's applicable facility within the County is expected to result in the creation of at least five hundred new jobs within the County during the first five years of operations or during the first five years of an expansion of operations; and

WHEREAS, Chapter 2.210 of the Metropolitan Code provides that the actual amount and period of economic and community development incentive grants pursuant to such Chapter 2.210 shall be made by taking into account, among other things, the number of jobs created, 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 in the County (or in the qualified project), and other economic and community development opportunities that the qualified company is expected to create; and

WHEREAS, Warner, a privately held company with approximately 4,000 employees, including more than 100 employed within the County, that provides music services, has announced its tentative decision to expand its regional headquarters in the County (the



“Project”), and in connection therewith, Warner reasonably expects to create over 500 new jobs in the County during the next five years; and

WHEREAS, in its initial scope and configuration, the Project will consist of a build-out of approximately 30,000 square feet of office space in a building located at 511 Union Street, Nashville, Tennessee (the “Nashville City Center”); and

WHEREAS, the Metropolitan Government has found that Warner 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 expansion of Warner’s presence in the County, including the location of the Project in the County 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 continued location of Warner’s existing presence, and the related investment and growth in connection therewith and other economic and community development opportunities that Warner is expected to create within the County, 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 Warner in an amount calculated each “Grant Year” by multiplying the number of “Additional Warner Jobs” (as defined herein) by \$500 for a period of seven years from the commencement of the Project, provided however that should the number of Additional Warner Jobs not exceed 500 as of December 31, 2020, no grant payments will be made for that year or any subsequent Grant Year and this Agreement will be terminated, all as more fully set forth herein.

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:

"Additional Warner Jobs" shall mean the number of Warner Jobs located within the County in connection with the Project, minus zero (0); provided that none of the current Warner employees in the County on the date hereof (approximately 100) shall be included in calculating Warner Jobs created following the effective date hereof.

"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 November 15, 2016 and not previously reimbursed with Grant Payment funds: (a) any documented expenses incurred by any Warner 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 Warner Entities in connection with the Project, (ii) costs and expenses for the purchase and/or installation of office furniture or equipment, including information technology equipment, used by Warner Entities in connection with the Project, and (iii) rental payments made pursuant to any sublease or lease agreements pursuant to which Warner Entities lease office space or other facilities in connection with the Project), (b) any documented costs incurred by any Warner Entity associated with employee training with respect to Project-based employee or contract personnel, and (c) any documented expenses incurred by any Warner 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 January 1, 2017.

"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" means, with respect to each Grant Year, the amount calculated by multiplying the number of Additional Warner Jobs as of December 31 by \$500; provided, however, that if there are fewer than 500 Additional Warner Jobs as of December 31, 2020 or any subsequent Grant Year through the Term of this Agreement, the Grant Payment for such Grant Year will be zero (\$0).

"Grant Period" shall mean the seven-year period commencing on January 1, 2017.

"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.

"State" shall mean the State of Tennessee.

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

"Warner Jobs" shall mean the sum of (a) individuals who (i) have worked for a Warner Entity for at least 26 weeks during the Grant Year, (ii) work on average 32 or more hours per week for a Warner Entity, and (iii) are based in the County, and (b) individuals who (i) have performed services for a Warner Entity through employment outsourcing or similar arrangement for at least 26 weeks during the Grant Year, (ii) work on average 32 or more hours per week performing services for a Warner Entity, (iii) are based in the County, 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.

- 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 references to Articles, Sections and Paragraphs shall be deemed references 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 Warner, the Grant Payment for each Grant Year on or before July 10 of the year following the end of such Grant Year. The IDB agrees to pay to Warner the amount of any Grant Payment that the IDB receives from the Metropolitan Government pursuant to this Agreement within three (3) business days following the IDB's receipt of any such Grant Payment.
- 2.2 **Annual Settlement Statement.** Warner 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 Warner 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 15 of the year following the end of such Grant Year. Warner 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 Warner Jobs and Additional Warner 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**. Warner 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. Warner shall consult with the IDB in the review of information, including statistical information regarding employee demographics and wages, reasonably sufficient to enable the IDB to assess the aggregate performance of its incentive programs; provided however, that Warner shall not, as part of such consultation, be required to make publicly available any of its employment data.

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**), by check to Warner at its address set forth in Section 4.1 or by wire transfer of immediately available funds, and, if paid by wire transfer, the payment shall be made into such bank account in the State as Warner may specify in advance from time to time by completing the form in **Exhibit C** attached hereto and returning to the Metropolitan Government.

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 Warner to maintain its existing operations and certain future growth in Nashville and to continue to make material investments in Nashville.

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, provided however that the term of this Agreement shall expire on February 15, 2021 if Warner does not deliver to the Director of Finance and the IDB by that date an Annual Settlement Statement reflecting at least 500 Additional Warner Jobs as of December 31, 2020.

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) one day after dispatch 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; 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 Warner:

Warner Music Group
1633 Broadway, 7th Fl
New York, NY 10019
Attention: Jonathan Verdi, SVP Finance & Shared Services
Jonathan.Verdi@wmg.com
Telephone: 212-275-2372

With copy to:

Warner Music Group
1633 Broadway
New York, NY 10019
Attention: EVP & General Counsel
Paul.Robinson@wmg.com
Telephone: 212-275-2143

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. 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 Warner.
- 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 Warner.
- 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.** Warner agrees to comply with all applicable federal, state and local laws and regulations.
- 4.10 **Contingent Fees.** Warner hereby represents that Warner 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 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 contracts nor holds itself out as being able to obtain any 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, Warner certifies and warrants that any Warner Entity that occupies the Project will comply with this policy with respect to its hiring, employment and other practices within the County. 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 Warner. Accordingly, Warner shall, upon reasonable 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 County.

- 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 Warner pertaining to this Agreement, no more than annually, upon reasonable notice and during the customary business hours. Warner agrees to make books and records and other reasonably relevant information 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 _____, 2016, and effective as of the Effective Date.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Megan Barry, 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:

Shannon B. Hall, Metropolitan Clerk

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

Ginger Hausser, Chair

ATTEST:

Aubrey Gregory, Secretary

WARNER MUSIC INC., a Delaware Company

By: _____
Jonathan Verdi

Title: SVP Finance & Shared Services

Date: _____

Exhibit A
Annual Settlement Statement
Requirements

Each Annual Settlement Statement shall include a calculation of the number of Warner Jobs and Additional Warner 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) Warner's Federal Employer Identification
- (5) Warner's Address
- (6) Warner's Contact for the Annual Settlement Statement Questions (name, phone, and 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 Warner Jobs, Additional Warner Jobs or any Covered Expense to Warner in writing within thirty (30) days from such submission date, Warner 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 Warner's receipt of such writing (or within such longer period as is commercially reasonable in the event that Warner must obtain additional information not readily available to it). Any revised Annual Settlement Statement shall be approved within thirty (30) days after Warner's submission thereof to the IDB and the Metropolitan Government and Warner shall be paid per Sections 2.1 and 2.3.

Exhibit B
Affidavits

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 Warner Music Inc. ("Warner"), and that, to the best of Affiant's knowledge, each Warner Entity that occupies a portion of the Project is presently in compliance with, and will continue to maintain compliance in all material respects with all applicable federal, state and local laws and regulations relating to the Economic and Community Development Incentive Grant Agreement (the "Agreement"), its use or occupancy of the Project and the employment of all Project-based employees. Thus, Affiant states that, to the best of Affiant's knowledge, each such Warner Entity has all applicable licenses, including business licenses relating to its use and occupancy of the Project. Finally, Affiant states that, to the best of Affiant's knowledge, each such Warner Entity is current on its payment of all applicable gross receipt taxes, real property taxes and personal property taxes with respect to its use or occupancy of the Project and any of its personal property used in connection with the Project.

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, to the best of Affiant's knowledge, neither Warner nor any Warner Entity that occupies a portion of the Project has retained anyone in violation of the foregoing. For purposes of this Affidavit, 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 contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

Nondiscrimination: The undersigned (Affiant), after being first duly sworn, affirms that each Warner Entity that occupies a portion of the Project, 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, Affiant states that, to the best of Affiant's knowledge,

the Warner Entities that occupy a portion of the Project are in compliance with this policy within the County.

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
222 3rd Ave N Ste 750
Nashville, TN 37201

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

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