

**AMENDMENT NO. 1
TO THE
INTERLOCAL AGREEMENT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY
AND
THE CONVENTION CENTER AUTHORITY OF
THE METROPOLITAN GOVERNMENT**

This Amendment is entered into on this _____ date of _____ 2010, by and between the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government"), and the Convention Center Authority of The Metropolitan Government of Nashville and Davidson County "the Authority").

WITNESSETH:

WHEREAS, the Nashville Convention & Visitors Bureau (the "NCVB") brands, sells, and markets Nashville, Tennessee, and Music City to the world as a premier entertainment destination for travelers who seek authentic and unique leisure and convention experiences; and

WHEREAS, as a result of the flood experienced throughout the area of the Metropolitan Government and its surrounding areas in May 2010; the closing of the Opryland Hotel; and damage to the Music Valley area, the NCVB has worked tirelessly [i] to relocate conventions and hotel bookings within Nashville; [ii] to mitigate the loss of tourism tax revenues; and [iii] to assist in post-flood tourism development and promotion efforts; and

WHEREAS, the Authority and Metropolitan Government officials assisting with economic recovery after the flood recognize the importance of the post-flood efforts undertaken by the NCVB, including facilitating planned conventions by providing resources such as shuttles to and from the convention site, and hotel accommodations arranged at the last minute; and

WHEREAS, as a result of these efforts, the NCVB has incurred significant unbudgeted expenses that were essential to the immediate post-flood operation of the current Nashville Convention Center and are necessary to the continued future operation of the current Nashville Convention Center; and

WHEREAS, the parties hereby agree to modify the terms and conditions of the Interlocal Agreement dated June 15, 2010, in the manner set forth below:

Section 1.2.d is hereby amended by adding the following provision at the end thereof:

"The existing fund balance may also be used to provide a donation or loan to the Nashville Convention & Visitors Bureau (NCVB), pursuant to a contract approved by the Authority Board, to assist with the expenses incurred by NCVB as part of its post-flood efforts described above. Any such contract providing for a loan of funds to the NCVB shall stipulate that no hotel occupancy taxes received by the NCVB through an agreement with the Metropolitan Government for tourism promotion and marketing shall be used for repayment of the funds."

Except for the foregoing, the remaining terms and conditions of the Interlocal Agreement remain in full force and effect.

This Amendment shall not be effective until approved by the governing bodies of both parties, fully executed and filed with the Metropolitan Clerk.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first written above.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY:

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

Karl F. Dean, Metropolitan Mayor

Chairman

APPROVED AS TO
AVAILABILITY OF FUNDS:

ATTEST:

Richard M. Riebeling
Director of Finance

Secretary

APPROVED AS TO FORM
AND LEGALITY:

Sue B. Cain
Director of Law

ATTEST:

Metropolitan Clerk