



Metropolitan Council

**PROPOSED SUBSTITUTE
RESOLUTION, LATE-FILED
RESOLUTION, SUBSTITUTE
ORDINANCE, AND
AMENDMENTS TO ORDINANCES
AND RESOLUTIONS TO BE FILED
WITH THE METRO CLERK
FOR THE COUNCIL MEETING OF
TUESDAY, NOVEMBER 5, 2019**

SUBSTITUTE RESOLUTION NO. RS2019-44

A resolution approving an intergovernmental agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for a General Maintenance Agreement for SMART Corridor (Phase 2), I-24, From I-440 to State Route 10 in Murfreesboro and State Route 1 from I-24 to State Route 10 in Murfreesboro and various connector routes (1A), Federal Project No. ~~NH/STP-I-098-3(30)~~ NH/STP/CM-I-098-3(30), State Project No. 98303-3142-44, PIN 124260.04 (Prop. No. 2019M-029AG-001)

WHEREAS, certain routes in the Metropolitan Government of Nashville and Davidson County ("Metro") have been designated as eligible for Federal and State Aid Funds; and,

WHEREAS, the Tennessee Department of Transportation desires to assist Metro by installing various traffic and signal devices under SMART Corridor (Phase 2) on I-24, From I-440 to State Route 10 in Murfreesboro and State Route 1 from I-24 to State Route 10 in Murfreesboro and various connector routes; and,

WHEREAS, in exchange for the installation of the devices, Metro will cooperate with TDOT during the installation and upon completion of the installation, accept and maintain said devices within the portion of the SMART Corridor (Phase 2) in Davidson County; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the intergovernmental agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for a General Maintenance Agreement for various traffic and signal devices, Agreement No. 190111, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement may be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Mark Sturtevant, Director
Department of Public Works

APPROVED AS TO AVAILABILITY
OF FUNDS:

Member(s) of Council

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

AGREEMENT NO: 190111
PROJECT IDENTIFICATION NO: 124260.04
FEDERAL PROJECT NO: NH/STP/CM-I-098-3(30)
STATE PROJECT NO: 98303-3142-44
State of Tennessee Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the METROPOLITAN GOVERNMENT OF NASHVILLE (hereinafter called the "Agency").

W I I N E S S E I H:

WHEREAS, the Department desires to install radar and camera detection devices for existing traffic signals within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said traffic signal desires to cooperate with the Department such that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

SECTION I: The Project to be performed is described as follows:

"Installation of Radar Detectors and Cameras at Various Intersections under the jurisdiction of the Agency shown as Exhibit A attached":

SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

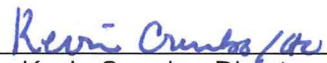
**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: 
Mark Sturtevant, Director
Department of Public Works

BY: _____
Clay Bright
Commissioner

**APPROVED AS TO AND
AVAILABILITY OF FUNDS**

**APPROVED AS TO FORM AND
LEGALITY**

BY: 
Kevin Crumbo, Director
Department of Finance

BY: _____
John H. Reinbold
General Counsel

**APPROVED AS TO FORM AND
LEGALITY**

BY: 
Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

BY: _____
John Cooper
Metropolitan County Mayor

ATTEST, this the _____ day of
_____, 20 _____.

BY: _____
Metropolitan Clerk

**APPROVED AS TO RISK AND
INSURANCE**

BY: 
Director of Insurance

Attachment A

List of Intersections with Radar Detectors and Cameras:

1. SR-1 at Lavergne Couchville Pike
2. SR-1 at Old Hickory Blvd
3. SR-1 at SR-171/Hobson Pk
4. SR-1 at Pin Hook Rd
5. SR-1 at Mt. View Rd
6. SR-1 at Hamilton Church Rd
7. SR-1 at Morris Gentry Blvd/Forest View Dr
8. SR-1 at Bell Rd
9. SR-1 at Rural Hill Rd
10. SR-1 at Dover Glen Dr/Lakeville Dr
11. SR-1 at Edage O Lake Dr
12. SR-1 at Booksboro Terrace
13. SR-1 at Una Antioch Pk/Nashboro Blvd
14. SR-1 at Ransom Place
15. SR-1 at Borowood Dr
16. SR-1 at Franklin Limestone Rd
17. SR-1 at Sweeney Ave/Smith Springs Rd
18. SR-1 at Harding Place
19. SR-1 at Reedwood Dr
20. SR-1 SR-255/Donelson Pk
21. SR-1 at Dell Pkwy
22. SR-1 at Business Entrance
23. SR-1 at McGavock Pk

24. SR-1 at McGavock Pk
25. SR-1 at SR-155/Briley Pkwy
26. SR-1 at Glenbarry Dr
27. SR-1 at E. Thompson Lane/Thompson Place
28. SR-1 at Milwood Dr
29. SR-1 at Foothill Dr
30. SR-1 at Wilhagan Rd
31. SR-1 at Plus Park Blvd
32. SR-1 at I-24 Westbound Off Ramp
33. SR-171 at I-24 Eastbound Off Ramp
34. SR-171 at I-24 Westbound Off Ramp
35. SR-171 at Firestone Pkwy
36. SR-171 /Lee Victory Pkwy at Cane Ridge High School
37. SR-171/Lee Victory Pkwy at Logistics Way
38. SR-254 at I-24 Eastbound Off Ramp
39. SR-254 at I-24 Westbound Off Ramp
40. SR-254 at Collins Park Dr
41. SR-254/Bell Rd at Hickory Hollow Pkwy
42. SR-254/Bell Rd at Hickory Hollow Ln
43. SR-254/Bell Rd at Mt View Rd
44. SR-254/Bell Rd at Hickory Hollow Terrace/Bell Forge Ln
45. SR-254Bell Rd at Eagle View Blvd
46. SR-254/Bell Rd at Zelida Ave
47. SR-254/Bell Rd at Morris Gentry Blvd
48. SR-255 at I-24 Eastbound Off Ramp
49. SR-255 at I-24 Westbound Off Ramp

50. SR-255/Harding Place at S Perimeter Park Dr/Metroplex Dr
51. SR-255/Harding Place at Antioch Pk
52. SR-255/Harding Place at Harding Industrial Dr/Ezell Pk
53. Thompson Lane at I-24 Eastbound Off Ramp
54. Thompson Lane at I-24 Westbound Off Ramp

I-24 SMART Corridor Operational Analysis

System Boundaries
Figure 1: Metro Nashville

Zones

- Zone A
- Zone B
- Zone C
- Zone D
- Zone E
- Zone F
- Zone G
- Zone H
- Zone S

Signalized Intersections

1. Murfreesboro Pike @ Spence Lane/1-24 WB Ramps
2. Murfreesboro Pike @ Plus Park Boulevard
3. Murfreesboro Pike @ Wilhagan Drive
4. Murfreesboro Pike @ Foothill Drive
5. Murfreesboro Pike @ Millwood Drive
6. Murfreesboro Pike @ Thompson Lane
7. Murfreesboro Pike @ Kermit Drive
8. Murfreesboro Pike @ Glengarry Drive
9. Murfreesboro Pike @ Briley Parkway
10. Murfreesboro Pike @ McGavock Pike (North)
11. Murfreesboro Pike @ Knight Valley Drive
12. Murfreesboro Pike @ Dell (West)
13. Murfreesboro Pike @ Dell Parkway (East)
14. Murfreesboro Pike @ Donselon Pike
15. Murfreesboro Pike @ Reedwood Drive
16. Murfreesboro Pike @ Harding Place
17. Murfreesboro Road @ Smith Springs Road
18. Murfreesboro Pike @ Franklin-Limestone Road
19. Murfreesboro Pike @ British Woods Drive / Borowood Drive
20. Murfreesboro Pike @ Ransom Place
21. Murfreesboro Pike @ Una Antioch Pike
22. Murfreesboro Pike @ Brooksboro Place / Crossgate Village
23. Murfreesboro Pike @ Edge-O-Lake Drive
24. Murfreesboro Pike @ Dover Glen Drive
25. Murfreesboro Pike @ Rural Hill Road
26. Murfreesboro Pike @ Bell Road
27. Murfreesboro Pike @ Morris Gentry Road / Forest View Drive
28. Murfreesboro Pike @ Hamilton Church Road
29. Murfreesboro Pike @ Mt. View Road
30. Murfreesboro Pike @ Summercrest Boulevard / Pin Hook Road
31. Murfreesboro Pike @ Hobson Pike
32. Murfreesboro Pike @ Old Hickory Boulevard
33. Murfreesboro Pike @ LaVergne Couchville Pike
60. Briley Parkway @ I-24 EB Ramps
61. Briley Parkway @ I-24 WB Ramps
62. Harding Place @ I-24 EB Ramps
63. Harding Place @ I-24 WB Ramps
64. Harding Place @ South Perimeter Park Drive / Metroplex Drive
65. Harding Place @ Antioch Pike
66. Harding Place @ Ezell Pike
67. Harding Place @ Knight Valley Drive
68. Bell Road @ I-24 EB Off-ramp
69. Bell Road @ I-24 WB Off ramps
70. Bell Road @ Collins Park Drive
71. Bell Road @ Hickory Hollow Parkway
72. Bell Road @ Hickory Hollow Lane
73. Bell Road @ Mt. View Road
74. Bell Road @ Hickory Hollow Terrace / Bell Forge Lane
75. Bell Road @ Eagle View Boulevard
76. Bell Road @ Zelida Avenue
77. Bell Road @ Morris Gentry Boulevard
78. Old Hickory Boulevard @ I-24 EB Ramps
79. Old Hickory Boulevard @ I-24 WB Ramps
80. Old Hickory Boulevard @ Firestone Parkway
81. Old Hickory Boulevard @ Cane Ridge High School Entrance
82. Old Hickory Boulevard @ Logistics Way
126. Old Hickory Boulevard / Hobson Pike @ Saddlecreek Way / Old Hickory Boulevard



Kimley»Horn

TN TDOT
 Department of Transportation

Attachment

Resolution No. _____

A resolution accepting a Victims of Crime Act (VOCA) grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to fund the position of a VOCA Law Enforcement Victim Coordinator to enhance services and serve more victims.

WHEREAS, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, has awarded a grant in an amount not to exceed \$240,000.00 with a required cash match of \$60,000.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to fund the position of a VOCA Law Enforcement Victim Coordinator to enhance services and serve more victims; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Victims of Crime Act (VOCA) grant by and between the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, in an amount not to exceed \$240,000.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to fund the position of a VOCA Law Enforcement Victim Coordinator to enhance services and serve more victims, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Police Department based on the revenues estimated to be received and any match to be applied

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:


INTRODUCED BY:

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Member(s) of Council

Assistant Metropolitan Attorney

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 11/1/2019		End Date 6/30/2022		Agency Tracking # NA	
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County				Edison ID 4	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 16.575			
		Grantee's fiscal year end June 30			
Service Caption (one line only) VOCA, VOCA Law Enforcement Victim Coordinator					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020		\$80,000.00			\$80,000.00
2021		\$80,000.00			\$80,000.00
2022		\$80,000.00			\$80,000.00
TOTAL:		\$240,000.00			\$240,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) FA00002890		Account Code (optional) County - 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Victim of Crime Act of 1984 (VOCA) CFDA number 16.575, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the VOCA program is to support the provision of services to victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and victims of violent crime who were "previously underserved".
1. For the purpose of these Program Guidelines, services are defined as those efforts that:
 - a. Respond to the emotional, psychological and physical needs of crime victims.
 - b. Assist victims of crime to stabilize their lives after victimization.
 - c. Assist victims to understand and participate in the criminal justice system.
 - d. Restore a measure of security and safety to the victim.
 2. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
 3. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their VOCA funded project. The Grantee is required to complete a sub-grant award report (SAR) annually for the live of the project.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 11/1/2019 ("Effective Date") and extend for a period of Thirty Two (32) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Forty Thousand Dollars (\$240,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2020, Attachment A-1 for fiscal year 2021, and Attachment A-1 for fiscal year 2022, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Dorothy Pewitt, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Dorothy.Pewitt@tn.gov

Telephone # (615) 770-3810

The Grantee:

Amy Griffith Taylor, PCC Supervisor Family Intervention Program
 Metro Nashville Police Department
 610 Murfreesboro Pike
 Nashville, Tennessee 37208-3512
 Email: amy.griffith@nashville.gov
 Telephone # (615) 862-7773

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy

Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle"

shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must

then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

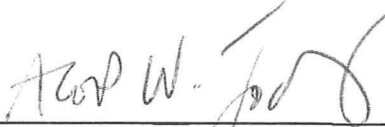
DEPARTMENT OF FINANCE AND ADMINISTRATION

STUART C. MCWHORTER, COMMISSIONER **DATE**

**SIGNATURE PAGE
FOR
2020 VOCA Grant (Law Enforcement Victim Coordinator)**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

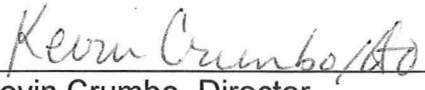


Michael S. Anderson, MNPD
Chief of Police

10/28/19

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo, Director
Department of Finance

11-01-19

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

11/1/19

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

11/1/19

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VOCA
OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Metropolitan Government of Nashville and Davidson Federal ID Number (FEIN): 62-0694743 DUNS Number: 078217668 SAM Expiration Date: 2/20/2020 Fiscal Year End Date: June 30		Implementing Agency: Name: Metro Nashville Police Department Address: 610 Murfreesboro Pike Nashville, TN 37208-3512	
Will You Have Any Subcontracts? No			
Project Title: VOCA Law Enforcement Victim Coordinator			
Contract Start Date: 11/1/2019		Contract End Date: 6/30/2022	
AUTHORIZED OFFICIAL - Contact Information			
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County/COUNTIES Served (Type ALL if Statewide): Davidson			
U.S. Congressional District(s): 5			

**Scope of Services/Project Narrative
Law Enforcement Victim Coordinator**

Implementing Agency: Metropolitan Nashville Police Department

PROBLEMS FOR INTERVENTION

Problem Description – How does your agency know that a victim coordinator is needed? This should be based on your agency's own data and/or other relevant sources. The problem statement should also identify the needs of the community based on this relevant and timely data.

The 2018 violent crime statistics reported to MNPDP were: murder (89), forcible rape (578), street robbery (1,838), aggravated assault (4977), and D.V. reports (24,901). Although there were some slight increase and decreases in specific crimes, Nashville's UCR statistics showed a 4.8% increase in Part 1 offenses (combined # of murders, rape, aggravated assault, larceny, motor vehicle theft, larceny-theft and arson), and the total number of violent offenses was 7755(MNPDP). The 2018 crime rate per 100,000 residents was 624.9 and higher than the national average of 394 (FBI UCR 2018). FIP consistently attempts to contact and offer services to all co-victims of homicide (survivors of the victim), adult victims of sexual violence, Hispanic victims of violent crimes, victims of aggravated assault, DV victims at high risk, as well as vulnerable populations of lesser crimes. FIP also receives referrals from entities serving victims of crime in our city, FBI, US Attorney's Office, entities in other states when the victim will be moving /returning to Nashville, community agencies, hospitals, self-referral with or without reporting to law enforcement, etc.

Nashville's estimated population of 691,243 (US Census Bureau 2017) is racially, ethnically, and religiously rich in diversity. The racial makeup of Nashville is 60% White (56% Non-Hispanic), 28% African American, .3% American Indian, .1% Native Hawaiian and Pacific islander, 2.5% more than 2 races, and 10% Hispanic Latino any race. The foreign-born population tripled between 1990 and 2000 (12,500 to 39,500) and has nearly doubled over the last decade. Nashville has the largest Kurdish community in the United States (11,000). Other nationalities with significant representation living in Nashville are Vietnamese, Cambodians, Laotians, Arabs, Bantus, and smaller communities of Somalis, Bhutanese, Bhutan, Pashtun, Pakistani, and Afghanistan. In 2012 Nashville had the fastest growing immigrant population in an American city, and in 2016, 30% of students enrolled in public schools spoke a language other an English (130 different languages).

There are many positives that come with the diversity in Nashville, and there are also challenges. Metropolitan Nashville Police Department's (MNPDP) Family Intervention Program (FIP) wants to enhances and build upon their current outreach, advocacy, and counseling services that confront the unique challenges for victims of crimes who are immigrants and refugees. FIP plans to continue to reduce and where possible eliminate barriers to ensure all victims have equal access victim services in Nashville, TN.

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MNPD's crime victim services have always been committed to providing culturally responsive, trauma informed, comprehensive crime victim services and criminal justice system support and advocacy to all crime victims. FIP's direct specialized services for LEP crime victims began in 1999, with the hiring of a bilingual (English/Spanish) social worker who worked with victims of domestic violence. In 2014, a second bilingual (English/Spanish) social worker, and a bilingual (English/Spanish) advocate/outreach specialist were hired to work all victims of violent crimes in the Latino community. The advocacy/outreach services expanded again in 2018 when three additional advocate/outreach specialists were hired. Two of the specialists were bilingual (English/Spanish) assigned to work with crime victims in the Latino community and to provide interpreting / translation for MNPD detectives investigating violent crimes, and the third specialist providing advocacy/outreach in refugee and non-Hispanic immigrant communities. This advocacy/outreach position also provides cultural orientation training and cultural responsiveness consultation for professionals in the criminal justice system and for non-profits and governmental agencies serving victims of crime (Past 6 months: Davidson Co. D.A's and their Victim Witness Coordinators, YW DV program, End Slavery, MNPD Community Enhancement Officers).

A 2013 NIWAP (National Immigrant Women's Advocacy Project) survey found Latino Immigrant crime victims (domestic violence & sexual assault) did not report or did not follow through with investigations because of language barriers-LEP, fear of deportation, lack of knowledge of legal system, and did not trust police/prosecutors would help them. Barriers which mirrored those in the NIWAP report for refugee and immigrant crime victims in Nashville have been: missing and/or inaccurate information on police reports, limited or no contact with investigating officer and district attorneys (non-bilingual). Additional barriers these communities experienced were: unqualified interpreters, who are bias, generalize what was said, or left out information in the translation/interpretation. The last factor was many Latino female victims of sexual assault are uncomfortable with a male interpreter, which influenced what was reported.

The NIWAP survey also looked for factors influencing LEP immigrant victims' reporting crimes. The top four factors were: when concerned about children's safety (41%), Severity of the abuse (30%), victim knows another victim who was helped (25.2%), and *advocate working with police* (25.2%). The last two influences are additional factors which support our project- advocates working with police and assisting LEP immigrant victims.

FIP has utilized the information from the NIWAP survey in addition to knowledge gained from ethnic communities/leaders in Nashville to design and implement the specialized services for refugee and immigrant crime victims. Additional barriers identified:

- Crime victim resources may not have been available in their countries of origin, so victims simply do not know they exist.

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- The actual or perceived lack of linguistically and culturally accessible crime victim services. Need equal access to services that are respectful of cultural values.
- Lived experiences. Immigrant and refugee communities may have fear of police or government agencies that are based in their lived experiences with authorities in their country of origin, anti-immigrant refugee rhetoric and abuse in the U.S., and word-of-mouth experiences from others in their community.
- Victims may not want their offender to be deported for many reasons including dangers to the offender in their home country, fear of retaliation from their offender's family, backlash from shared community, fear that family in their home country could be targeted by offender once deported, or offender is family member or partner.
- International relocation expose increases refugee and immigrant women's vulnerabilities to violence, their trauma from victimization may predate their entry into the US (Such as having been victimized during war or during border crossing), and they are generally more isolated and may be actively targeted by aggressors who see them as socially and legally vulnerable.

For forty-four years the Metropolitan Nashville Police Department (MNPDP) has provided mental health services, advocacy, and criminal justice system support services to victims of violent crime. The Family Intervention Program (FIP) was established in 2016 by uniting MNPDP's Victim Intervention Program (VIP) Est. 1975 and the Domestic Violence Counseling Program (DVCP) Est. 1994. Staffed by licensed mental health professionals who provide 24/7 face-to-face crisis response (hospital/ crime scene), group and individual counseling, information and referral; and criminal justice system advocacy to victims of violent crime and/or vulnerable populations of lesser crimes. We enhanced specialized outreach, advocacy, and case management to underserved and vulnerable populations crime victims, targeting the Hispanic/Latino community and high crime-low income areas in 2014 and in 2018, enhanced outreach, advocacy, and case management for victims of crime in our refugee and non-Hispanic immigrants' communities.

FIP has consistently listened and learned from survivors and created services as we became aware and survivors voiced unmet needs. In doing so we were the founding agency that assisted with the creation of The Children's Memorial Garden (1996) honoring children who lives were ended through violence and The Season to Remember (1994) remembering homicide victims during -Christmas, Kwanzaa, and Hanukkah. (This ceremony was duplicated in part, as the name, by the Governor and First Lady of Tennessee in 2003 to begin a state-wide ceremony). In addition, to our knowledge, we were first in Tennessee to provide a therapy/support group for survivors of homicide (1989), a bilingual homicide therapy group (Spanish/English) (2014), a psychoeducational support group for Hispanic robbery victims, (2016), and created presentations, storyboard, and PowerPoint on crime, laws, and our services- specifically designed for outreach in refugee communities (foreign born & interpreter friendly) (2018). Although our services have

evolved, throughout our history, as our community and the community's needs have changed, FIP has always held to the premise that everyone affected by violent crime should be offered free and immediate crisis intervention and follow up counseling. The majority of the enhanced services listed above were only possible with VOCA grant funding.

NEEDS TO BE IMPROVED:

Information about the role of a victim coordinator/ positions you are requesting is written below. Enhance this section with relevant information about your project. Why do you need a victim coordinator? How will a victim coordinator improve victims' experience with law enforcement? Specify if specific victims of crime will be the focus of your project. You may change the section below in any way.

Currently, FIP has six counselors (PPC2) and two counseling specialist who provide CJS support/advocacy, crisis intervention, follow up, and on-going individual and group therapy to victims of violent crime (all ages). The PPC2 positions are on call 24/7, 365 days of the year to respond to victims of violent crime when requested by the responding officer/investigator. In addition, FIP has four outreach /advocate specialists (OAS). As stated earlier, three OAS positions work specifically with Latino immigrant crime victims, one working specifically with crime victims who are refugees and non-Hispanic immigrants and their ethnic communities, and one who providing outreach and advocacy services to all other crime victims. All of the OAS contacts victims when police reports are made as well as accepting referrals from other professionals or victim self-referrals. OAS provide information and referrals to crime victim services as well as social service to meet basic needs; provide criminal justice system and personal advocacy/support related to the victimization, and assists with TN Criminal Injury Compensation applications and appeals. OAS's are also involved and connected to the unique communities they are targeting: providing information on services, identifying victims, learning about available resources; and participating on coalitions, task forces, etc.

There are unique roles and responsibilities the OAS positions working with Hispanic victims and with refugees and non-Hispanic victims because of the unique needs and challenges of the special populations they are providing services. FIP's culturally specific services have significantly increased the number of refugee and immigrant clients FIP serves. The increase of unique Hispanic individuals served, compared to the previous year: 250% increase 2014, 63% increase 2015, 100% increase 2016, 20% increase 2017, 100% 2018, and a 170% increase for the first quarter in 2019 compared to the first quarter in 2018. Unfortunately, FIP does not have statistics for refugees and non-Hispanic immigrants served prior to 2018, but the estimated numbers is 10 or less annually. With the addition of a refugee non- Hispanic outreach / advocate specialist, 42 non- Hispanic foreign born crime victims have received services, representing fifteen different countries of origin between June 1, 2018 and June 15, 2019.

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- OAS positions working with Hispanic victims assist with facilitating robbery psychoeducational groups covering: trauma response, self-care, community resources/services and CIC because Hispanic individuals are targeted for robbery. Participants graduate after completing a total of 8 hours of group sessions. In the first six months of 2019, a total of 103 victims of robbery have graduated (average of fifteen to twenty participants in each group).
- OAS positions working with refugees and non-Hispanic immigrants participate in multiple outreach events because with the multiple languages and cultural/ethnic communities. Presentations are typically presented to one ethnic group in their community or church group. They also collaborate with refugee resettlement programs (educating staff and assisting with lessons for LEP classes focused on victimization and utilizing police) and with ethnic leaders to share resources and information with members in their community. Building trust and in these communities is complex due to the many different cultures, values, and concerns which vary in different ethnic communities. There are some multi-cultural events we are able to outreach to multiple ethnic communities i.e. NICE's (Nashville International Center for Empowerment) World Refugee Day, MNPS's annual EL SIFE (English Learners Students with Interrupted Formal Education) Family Day, Festival of the Nations, and other MNPS' LE students' Family Meetings.
- During the first year, (6/18-6/19) the OAS refugee and non-Hispanic specialist has reached out to leaders and community groups (Nepali, Ghanaian, Congolese, Kachin, Eritrean, Kurdish, Ukrainian, Sudanese, Zomi, Hindi, and Muslim) providing information on FIP services, the police, and the criminal justice system. She also listened to understand these communities concerns regarding police, CJS, reporting crime, and accessing crime victim services. There are additional communities this position will outreach to in the future to continue to build stronger trusting relationships within ethnic and religious communities before they will embrace available services.
- There is hesitancy in many of these communities to report crime, trust police, and utilize crime victim services. Enhancing our outreach services and staff who have experience and expertise providing services to refugees and immigrants will provide the opportunity for FIP to serve a greater number of crime victims in these underserved populations. (responding to victims of crime emotional and physical needs, assist primary and secondary victims of crime stabilize their lives after victimization, assist victims to understand and participate in the CJS, provide victims with a measure of safety and security, assist with referrals to community service organizations, assist with CIC applications, and advocate for crime victims by educating the criminal justice system and crime victim services on cultural orientation as well as amplifying refugee and immigrant crime victim voices).
- Both of these OAS positions assist eligible victims with certification for U Visas.

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FIP believes their current program designed to provide outreach, advocacy, counseling, and information / referrals services to refugee and immigrant crime victims has been effective but is limited due to current staffing. To enhance services and serve more victims, FIP is requesting funding for one outreach advocate specialist position (OAS). The individual hired in this position would be given priority if bilingual and/or have experience working with immigrants-refugees. At this time, FIP consistently has a wait list for counseling and support groups. The addition of this staff position would allow FIP to provide services to more victims and to decrease the time victims have to wait for services. The requested positions would also assist with outreach events – identifying more victims of crime and building trust in law enforcement and crime victim services. FIP is also requesting funding for travel, training, equipment, supplies, translation, and interpretation services. This position would serve all victims of crime, prioritize services to refugee and immigrant crime victims.

PURPOSE

Listed below are examples of goals and objectives, which could address projects using evidence-based approaches. Applicants may develop their own goals and objectives for the project, and are allowed to reword the goals and objectives listed below to better fit agency priorities or mission statements.

- | | |
|----------------|--|
| Goal 1: | Improve access to crime victim services and the criminal justice system for all crime victims. |
| Objective 1.1: | Increase knowledge of vulnerable populations of crime victim resources and services. |
| Objective 1.2 | Increase victim's knowledge of their rights and the criminal justice system |
| Objective 1.3 | Reduce wait time for advocacy and therapeutic services |
| Goal 2: | Increase LEP refugee and immigrant crime victims access to reporting and prosecuting. |
| Objective 2.1: | Increase criminal justice system and crime victim services effective strategies to communicate and advocate for LEP crime victims. |
| Objective 2.2: | Increase accuracy and understanding of statements and information provided to and from LEP crime victims. |

ACTIVITIES

Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results. For projects requesting multi-year funding, describe and delineate how activities may change over the period of the grant, if at all. Sample activities are below. Applicants may develop their own activities for the project, and are allowed to reword the activities listed below to better fit agency priorities or mission statements.

1. OAS will provide Information on services and identify crime victims at culturally specific events, health fairs, and community events. etc.
2. OAS will Contact victims for follow-up after the incident report is filed.

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3. OAS will collaborate with local agencies: making and accepting referrals to maximize victims of crime receiving appropriate services.
4. OAS will collaborate with agencies serving multicultural communities, agencies serving specific ethnic communities, and leaders within ethnic communities to learn how to best provide services to individuals and the community at large when the need should arise.
5. OAS to attend task force, coalition, and community meetings related to immigrants/refugee issues
6. OAS priorities will be to provide crisis intervention, advocacy, and criminal justice system support services to LEP crime victims.
7. Utilize translation and interpretation services to provide outreach, crisis intervention, advocacy, individual/group counseling for LEP primary and secondary crime victims
OAS will provide information on FIP services, the criminal justice system, and referral.
8. OAS will outreach to victims of violent crimes to offer services.
9. OAS will inform crime victims of TN Criminal Injury Compensation and assist with the application process as needed..
10. OAS will informal and formally educate law enforcement, criminal justice system and crime victim services direct service staff of effective techniques/communication (trauma informed and culturally responsible) with crime victims.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

This section should include a comprehensive timeline with concrete implementation and execution dates. The structure of the timeline should be feasible, and outline the best scenario for achieving goals and objectives. Please add additional lines as necessary.

Activity/ Output	Position of Person Completing	Due Date for Completion
Interview/hire OAS	FIP supervisor	November 1, 2019
Purchase computer/phone/etc	Grant Manager	First week after staff hired
Orientation and training specific to FIP	FIP supervisor , experienced PPC and OASs	First two months after hiring
Training on TNCIC, VOCA reports, and victimization issues	FIP staff, depending on topic and expertise	Beginning when hired and on-going throughout life of grant
OAS to attend relevant monthly meetings, coalition, task force, etc.	Grant staff	Monthly- on-going

Allow for time to hire the person in the timeline.

INTENDED OUTPUTS (Products)

*This section should describe the outputs or internal measures of the amount of work done within the project. **Outputs are the direct products of program activities** and usually are measured in terms of the volume of work accomplished. Outputs refer to the completion of tasks you are required to accomplish over the course of the project.*

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The **required** output measures for VOCA are listed below. Complete each of the fields with a projection of the total outputs generated by your agency's project (for one year). VOCA requires that the outputs attributed to the project be based upon **VOCA funded staff/services only**. If the project has any additional outputs beyond those listed below, list them at the end of this section.

Projected number of individuals who will receive services based on the presenting victimization type during the reporting period.

Victimization Type	Number
Adult Physical Assault (Simple Assault)	5
Adult Sexual Assault and Rape	4
Burglary	2
Domestic Violence	25
Stalking/Harassment	2
Survivors of Homicide Victims	2
Teen Dating Victimization	1
Violation of a Court (Protective) Order	2
Vandalism	0
Trespassing	0
Other	40
If other, please explain:	robbery

Projected number of individuals who will be assisted with a victim compensation application annually through this project. (Only project individuals who will receive assistance with **completing** a victim compensation application, simply providing an individual with an application or brochure does not qualify as assistance for this question.): 20

Projected number of individuals who will receive **Information and Referral** services annually through this project.

An example of an Information and Referral contact is direct communication with a victim to provide help in obtaining services. It is not simply handing out brochures or community service agency lists.

Information about the criminal justice process	85
Information about victim rights, how to obtain notifications, etc.	85
Referral to other victim service programs	40
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	25

Projected number of individuals who will receive **Personal Advocacy/Accompaniment** services annually through this project: 80

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An example of Advocacy is the linkage of victim to a community service provider. An example of Accompaniment is the actual going with the victim to the community service provider.

Law enforcement interview advocacy/accompaniment	10
Interpreter services	40

Projected number of individuals who will receive **Criminal/Civil Justice System Assistance** services annually through this project:

Notification of criminal justice system events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)	45
Victim impact statement assistance	2
Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)	0
Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)	20

Any additional outputs that would benefit your community can be added here.

Law enforcement interviews **20**
Advocacy and accompaniment

INTENDED OUTCOMES (Results)

*Outcomes describe the difference the project will make for its participants and/or the community as a whole. The outcomes for a project should be **measurable** based upon a set of defined criteria. Project goals should be set for each criterion. For projects requesting multi-year funding, describe how outcomes may be expected to change over the period of the grant.*

The **Required Client Outcomes** are provided below:

Victims report that their sense of safety and security has increased:

My immediate sense of safety and security has increased as a result of the services I received from this agency.

Victims report an increase in knowledge about victims services.

I am more knowledgeable of the services and community resources available to victims.

Victims report an increase in knowledge about the criminal justice system.

I am more knowledgeable about the criminal justice system.

Victims express satisfaction with services.

I am satisfied with the services I have received through this agency.

Victims report an improved ability to plan for their safety.

I know more ways to plan for my safety.

**Victims express an understanding of their victimization and its effect on their lives.
(Increase in knowledge about victimization).**

"I now know how being a victim may affect important aspects of my life."

INPUTS

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. For example, prosecutors need a good law enforcement investigation and evidence to be able to prosecute an offender effectively. Include your organization chart. Provide a brief description of grant funded position's responsibilities.

Include special degrees, educational requirements or experience which are requirements of the grant-funded positions. Outline the organizational structure including all who work with the project regardless of whether or not their salaries are grant funded. To what extent would this grant affect the overall project budget? Would this grant fund 80% of the entire project or are there other resources that would reduce the grants percentage? Give some detail.

This section should describe the resources your project requires to conduct its activities and to achieve its objectives.

As discussed early in this application, FIP is committed to enhancing its' culturally sensitive and linguistically specific services. The new position will enhance the work of other OAS working with crime victims. i.e. provided and/or linked clients to services they requested, advocated for clients within the criminal justice system and during TNCIC appeal hearings, outreach to education on FIP services, provide direct services, and listen to victims to identify barriers and address concerns.

MNPD's Investigative services and community outreach officers; and Davidson County District Attorney's Office have all collaborated with FIP and made referrals. These collaborations will be enhanced and expanded.

MNPD Family Intervention Program provides salaries and benefits for all staff not funded through the proposed budget and other VOCA grant funding. Those positions funded by NMPD are: Administrative Assistant (2), Supervisor (2), Police Crisis Counselor (5). In addition our agency provides office space, utilities, landlines, printers, and all other office equipment. These resources combined with the proposed budget, compliments and strengthens our program. This additional staffing would provide the program opportunity to reach additional underserved victims and decrease if not

eliminate barriers the immigrant and refugee community have in accessing the criminal justice system support and agencies available to victims of crime.

Individual hired in the Advocate/Outreach position will preferably be fluent in English and another language preference of Spanish or Arabic. An Associate or Bachelor degree in the arts and sciences would be preferred but not required. 1-2 years' experience working in social services, health care, public health, school system, criminal justice system, victim services preferred. Good communication and organizational skills, ability to work independently as well as in a group team setting.

DATA COLLECTION PROCEDURE

Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. E.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the quarterly PMT reports and OCJP Annual Report. In addition, describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.

Describe the process for collecting the required VOCA outcome data at the individual client level. All projects must collect outcome measurement data for evaluation of client services.

DATA COLLECTION PROCEDURE

Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. E.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the quarterly PMT reports and OCJP Annual Report. In addition, describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.

How and when is the demographic data collected?

The demographic information is collected from the police report or directly from the victim (in person or over the phone depending on the circumstances of first contact). Each staff member maintains the demographic information on a monthly client form and utilized case records. Staff enter their statistic into the spreadsheet and program manager can check and retrieve data for State quarterly and annual report. The supervisor reviews and aggregates the output data prior to submitting report. Services are also tabulated by the O/A as they are provided and documented on the PTM report. Program manager also reviews these entries prior to submitting the monthly and annual report to the State.

The output data will be used to determine who is utilizing our services. From this information the program can determine if there should be specific outreach or changes made within our program to accommodate all victims. We will also look for trends or changes and attempt through analysis to see why the change/s, determine if it is a change we want to maintain, or eliminate in the future - and then determine what it is our program needs to do in the future to receive the desired end result/s.

Staff will also provide supervisor with an on-going report of taskforces, coalitions, community meetings attended; outreach completed, etc.

How and When will Outcome Data be collected?

Clients who receive services from the OAS will complete a survey after they have received services (may be after 1 or several visits). If the survey is not completed then, there will be an attempt to contact the victim by phone by a staff person other than the OAS who provided the service. The victims are completing the surveys confidentially and anonymously when completed in the office. By phone their answers will also be anonymous. The data collection tool is a paper survey that is either completed by the victim in person at VIP office or client's answers are filled in by a staff person over the telephone. If victim does not read, a non-service provider will assist with the completion of the survey by reading the questions and explaining how victim can complete in a private area of the office. We are hopeful in the future crime victims will be able to complete the survey on a computer.

COLLABORATION ACTIVITIES

*Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results they are more likely to achieve together than alone. Collaboration should describe the ongoing working relationship where ideas are exchanged a common purpose and common goals are planned and attained. Describe the collaborations your agency has with community partners serving victims and describe how this position will work with those agencies. Letters of Support from victim services agencies are encouraged. **All applicants are strongly encouraged to collaborate with other agencies to achieve similar goals.***

La Encuentro Latino “Latino Meet” which is sponsored by Mental Health America of Middle TN by their Multicultural Outreach coordinator .A different agency serving the Latino community is highlighted each month and everyone attending has the opportunity to network and share upcoming events with all attending.

Dando Valor “Giving Encouragement” this organization is comprised of Latino MNPD employees and Office of the District Attorney’s Office. They are targeting Latino community groups in high crime areas to encourage them to report crime, improve relationships with law enforcement and prosecutors, and to build trust within the Latino community.

TN Hispanic Police Officers Association: mission is promoting and developing friendly relationships between law enforcement and Hispanic Community while building friendly and fraternal relationships within the members of this association. FIP bilingual staff can be “honorary” members

Office of the District Attorney: Collaborate by working closely with staff responsible for U Visa certification, connecting crime victims with appropriate personnel, mutually updates from each agency regarding information on U Visas and Victim input.

Davidson County Voices for Victims: A group of non-profits and governmental agencies in Davidson County who join together to plan an annual ceremony for National Crim Victims’ Rights Week in April each year. VIP staff has been responsible for the translation of the

invitation and program over the past years and have bilingual staff attend to assist Spanish LEP families who attend.

Mayor's Sexual Assault Response Taskforce: Lead by the Public Health Department, this is a collaboration of governmental and non-profit agencies serving sexual assault victims, community hospitals that has meet for approximately 1 year and has created a plan to decrease barriers for sexual assault victims to receive medical legal exams in Davidson County.

Davidson County SART : Collaboration with the MNPd /Family Intervention Program, Sexual Assault Center, Office of the District Attorney, MNPd/Sex Crime Unit and MGH/SANE Nurses. Since inception in June 2013, VIP and DVCS have been involved with the monthly meetings.

Nashville Domestic Violence Coalition: Collaboration of non-profit and governmental agencies in Davidson county serving victims of domestic violence. Refugee/ immigrant specialist participates on the Coalition's

FBI, Victim Witness Services: Collaborate with the Middle TN Victim Services coordinator when federal victims are in the Nashville area and need services VIP provides. One of the most recent referrals was a Hispanic father of a victim of the Orlando nightclub mass shooting.

Family and Children's Services: Non-profit counseling center serving our community. FIP collaborates with this agency by receiving and giving referrals for services. FCS also has a trauma therapist who is available 2-3 days per week to meet with clients and their families at the FIP offices at the Family Safety Center. They also have a staff therapist (bilingual) at Casa Azafran which we coordinate with for client services.

Juvenile Restorative Justice Victim Advisory Council: Two FIP staffs are members of this advisory council, organized to advise the Raphah Institute regarding their juvenile restorative justice program, assisting the program to be victim driven and responsive.

Season to Remember: Collaboration with FIP, Davidson County District Attorney's Victim Witness Services, US Attorney of Middle TN Victim Witness Services, TN Voices for Victims and envisioned by a MNPd Victim Intervention Program Homicide Group member 25 years ago who mother had been murdered. This ceremony honoring murder victims during the seasons of Hanukah, Kwanzaa, and Christmas is annually attended by over 200 friends and family members of homicide victims in Centennial Park. Handmade ornaments are hung as well as the lightening of the kinara and menorah.

Meet Me at the Bridge: An annual ceremony to remember Domestic violence victims who have lost their lives to violence in the past year, The ceremony is every October during Domestic Violence Month. A collaborative effort of all organizations involved in the Nashville Domestic Violence Coalition. In 2016 DV sworn and civilian staff received awards for their outstanding work in the fight to end domestic violence.

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GRANT PROJECT NARRATIVE
(Narrative Page 14)**

MyCity Academy: Over the course of seven months, MyCity participants meet with leaders from Metro departments and tour Metro facilities. In doing so, they gain a better understanding of how their government works and learn how to resolve issues and obtain information. Upon graduation, MyCity participants are able to help their communities understand and access government services. MyCity graduates also have the opportunity to interact with New Americans from other communities through their participation in the MyCity alumni network. In 2018, FIP presented information on the refugee and immigrant services and how the services can be accessed.

**UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND
SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN**

GRANT BUDGET				
AGENCY NAME: Metro Nashville Gov./MNPd/VIP Program				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: VOCA Law Enforcement Victim Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 11/01/2019 END: 06/30/2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$49,540.00	\$20,000.00	\$69,540.00
4, 15	Professional Fee, Grant & Award ²	\$7,000.00	\$0.00	\$7,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$11,460.00	\$0.00	\$11,460.00
11, 12	Travel, Conferences & Meetings ²	\$11,000.00	\$0.00	\$11,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,000.00	\$0.00	\$1,000.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$80,000.00	\$20,000.00	\$100,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND
DETAIL PAGES WHEN APPLICABLE**

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Nashville Gov./MNPDP/VIP Program
 FUND SOURCE: VOCA
 SOLICITATION NUMBER: VOCA Law Enforcement Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Coordinator salary & benefits, est 100% (prorated 8 months)	\$49,540.00
Position 1: Victim Counselor, \$90,981.00, est 32.9712% (prorated 8 months)	\$20,000.00
TOTAL	\$69,540.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Translation and interpretation services for counseling and advocacy services for LEP crime victims - primary and secondary	\$7,000.00
TOTAL	\$7,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Sensitive Minor Equipment: Computer (\$2,000 (est.) laptop & accessories) cell phone (\$250)	\$2,250.00
Supplies: Cell phone (\$69) and aircard (\$100) monthly charges (prorated 8 months)	\$1,245.00
General office supplies, outreach materials, and printing of outreach materials/brochure/business cards, file cabinets, desk/work table, printing and set up charges for multiple language materials, supplies for groups, workbooks, and professional books	\$7,965.00
TOTAL	\$11,460.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: court, meetings, outreach, etc. Applicable conus rates will be used.	\$1,000.00
Training and Conferences Attended by Agency Staff: National, Regional, State and Local. Registration/fees for trainings. Applicable conus rates will be used.	\$10,000.00
TOTAL	\$11,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: Transportation for crime victims to receive services and participate in the CJS process. (Taxi, Uber, Lyft)	\$1,000.00
TOTAL	\$1,000.00

GRANT BUDGET				
AGENCY NAME: Metro Nashville Gov./MNPd/VIP Program				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: VOCA Law Enforcement Victim Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 07/01/2020	END: 06/30/2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$68,200.00	\$20,000.00	\$88,200.00
4, 15	Professional Fee, Grant & Award ²	\$2,199.00	\$0.00	\$2,199.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$3,528.00	\$0.00	\$3,528.00
11, 12	Travel, Conferences & Meetings ²	\$5,073.00	\$0.00	\$5,073.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,000.00	\$0.00	\$1,000.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$80,000.00	\$20,000.00	\$100,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND
DETAIL PAGES WHEN APPLICABLE**

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Nashville Gov./MNPd/VIP Program

FUND SOURCE: VOCA

SOLICITATION NUMBER: VOCA Law Enforcement Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Coordinator, salary & benefits, est 100%	\$68,200.00
Position 1: Victim Counselor, \$90,981.00, est 21.9826%	\$20,000.00
TOTAL	\$88,200.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Translation and interpretation services for counseling and advocacy services for LEP crime victims - primary and secondary	\$2,199.00
TOTAL	\$2,199.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Cell phone (\$69) and aircard (\$100) monthly charges	\$2,028.00
General office supplies, outreach materials, and printing of outreach materials/brochure/business cards, workbooks, group supplies, and professional books	\$1,500.00
TOTAL	\$3,528.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel:court, meetings, outreach, etc. Applicable conus rates will be used.	\$1,500.00
Training and Conferences Attended by Agency Staff: National, Regional, State and Local. Registration/fees for trainings. Applicable conus rates will be used.	\$3,573.00
TOTAL	\$5,073.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: Transportation for crime victims to receive services and participate in the CJS process. (Taxi, Uber, Lyft)	\$1,000.00
TOTAL	\$1,000.00

GRANT BUDGET				
AGENCY NAME: Metro Nashville Gov./MNPd/VIP Program				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: VOCA Law Enforcement Victim Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2021 END: 06/30/2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$69,800.00	\$20,000.00	\$89,800.00
4, 15	Professional Fee, Grant & Award ²	\$1,906.00	\$0.00	\$1,906.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$3,778.00	\$0.00	\$3,778.00
11, 12	Travel, Conferences & Meetings ²	\$3,516.00	\$0.00	\$3,516.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,000.00	\$0.00	\$1,000.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$80,000.00	\$20,000.00	\$100,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND
DETAIL PAGES WHEN APPLICABLE**

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Nashville Gov./MNPd/VIP Program
 FUND SOURCE: VOCA
 SOLICITATION NUMBER: VOCA Law Enforcement Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Coordinator, salary & benefits, est 100%	\$69,800.00
Position 1: Victim Counselor, \$90,981.00, est 21.9826%	\$20,000.00
TOTAL	\$89,800.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Translation and interpretation services for counseling and advocacy services for LEP crime victims - primary and secondary	\$1,906.00
TOTAL	\$1,906.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Cell phone (\$69) and aircard (\$100) monthly charges	\$2,028.00
General office supplies, outreach materials, and printing of outreach materials/brochure/business cards, group supplies, workbooks, professional books	\$1,750.00
TOTAL	\$3,778.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel:court, meetings, outreach, etc. Applicable conus rates will be used.	\$1,000.00
Training and Conferences Attended by Agency Staff: National, Regional, State and Local. Registration/fees for trainings. Applicable conus rates will be used.	\$2,516.00
TOTAL	\$3,516.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: Transportation for crime victims to receive services and participate in the CJS process. (Taxi, Uber, Lyft)	\$1,000.00
TOTAL	\$1,000.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	2017-VA-GX-0051
Federal award date	9/28/2017
CFDA number and name	16.575;Victims of Crime Act 2017
Grant contract's begin date	11/1/2019
Grant contract's end date	6/30/2022
Amount of federal funds obligated by this grant contract	\$240,000.00
Total amount of federal funds obligated to the subrecipient	\$240,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$37,516,765.00
Name of federal awarding agency	Office for Victims of Crime
Name and email of the program manager	Dorothy Pewitt Dorothy.Pewitt@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4

Is Metropolitan Government of Nashville and Davidson County a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government of Nashville and Davidson County a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

AMENDMENT NO. ____

TO

ORDINANCE NO. BL2019-12

Mr. President:

I hereby move to amend Ordinance No. BL2019-12 by deleting the Lease Agreement designated as Exhibit 1 in its entirety and substituting in lieu thereof the attached Lease Agreement.

INTRODUCED BY:

Bob Mendes
Member of Council

Exhibit 1

Lease

Between

**The Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of
Parks and Recreation**

Lessor

And

**The Sports Authority of the
Metropolitan Government of
Nashville and Davidson County**

Lessee

September _____, 2019

This Lease (this "Lease") is entered into this ____ day of _____ ~~September~~, 2019, by and between The Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, ("Lessor") and the Sports Authority of the Metropolitan Government of Nashville and Davidson County ("Lessee").

Recitals

1. The Lessor and Lessee have determined that a new community ice hockey and skating recreation complex at One Bellevue Place encourages and fosters economic

development and prosperity and provides recreational and other opportunities for the citizens of Nashville and Davidson County.

2. The Lessor owns and operates property located at One Bellevue Place, 7638 Highway 70 S, Nashville, TN, map/parcel 12800019600 on which, pursuant to Resolutions RS2017-713 and RS2017-963 it has caused a new recreation center and ice sports complex to be developed and constructed ("Building") utilizing the Metropolitan Government General Services Department as project manager.
3. Pursuant to Section 7-67-109 of the Tennessee Code Annotated, the Lessee has the express power to acquire land by lease in order to operate a project such as a sports and recreation facility.
4. Pursuant to Section 7-67-111 of the Tennessee Code Annotated, the Lessor is permitted to convey land by lease to the Lessee.
5. The Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor a portion of the Building known as Suite B as depicted on Exhibit A to be operated by Lessee or Lessee's contractor, pursuant to that certain Facility Management and Use Agreement between the Sports Authority and Mid-Ice, LLC, a copy of which is attached as Exhibit B, as an ice rink open to the public for sporting and recreational purposes and other activities within the mission of the Lessee.

NOW, THEREFORE, IN CONSIDERATION of the premises and their mutual undertakings as herein set forth and other good and valuable consideration, the Lessor and the Lessee, do hereby agree as follows:

Section 1. Lease by Lessor to Lessee. The Lessor does hereby lease and demise to the Lessee and the Lessee does hereby let from the Lessor, for and during the lease term hereinafter provided, the portion of the Building designated as Suite B and more specifically described and depicted in Exhibit A, which is incorporated herein and made part hereof by this reference, together with any and all appurtenances thereunder belonging ("Premises"). This Lease is entered into and the leasehold estate hereby created is made upon and subject to the terms and conditions contained herein.

Section 2. Term. The initial term of this Lease shall begin on its effective date and continue for seven years, provided however, the term shall only be extended to coincide with the term of the Facility Management and Use Agreement in accordance with Article 2.4 of that agreement up to a total Lease term not to exceed thirty (30) years (the "Scheduled Termination Date"). The effective date shall be February 1, 2019. This Lease may be extended beyond the Scheduled Termination Date by mutual agreement of the Lessor and Lessee, and subject to approval of the Metropolitan Council by resolution. ~~for an additional term of not more than thirty (30) years (the "First Option Period") upon the same terms and conditions as described herein at the option of the Lessee provided Lessee gives written notice to Lessor not less than one hundred twenty (120) days prior to the Scheduled Termination Date. In the event the First Option Period is exercised, this Lease may be further extended for an additional~~

~~term of fifteen (15) years upon the same terms and conditions as described herein at the option of the Lessee provided Lessee gives written notice to Lessor not less than one hundred twenty (120) days prior to the termination date of the First Option Period.~~

Section 3. Rent. Lessee shall pay to the Lessor annual rent in the amount of ten dollars (\$10.00) on or before July 1 of each calendar year of the term of this Lease.

Section 4. Improvements and Uses. The Lessor shall, at its sole cost and expense, cause the Building to be constructed and equipped. Suite B shall be used as an Ice Rink for the purposes of a sports authority determined in Title 7, Part 67 of the Tennessee Code Annotated. Lessee covenants and agrees that it will use said Suite B as an ice rink with concessions/restaurant/office/meeting space and appurtenant uses for lawful purposes at all times. In addition to Suite B, Lessee shall have access to and the non-exclusive right to use shared entry, shared parking, shared loading areas (the "Joint Use Areas"). Lessee shall (i) not cause any damage to such Joint Use Areas, (ii) repair any damage caused to the Joint Use Areas by Lessee, and (iii) cause its contractors to repair any damage to the Joint Use Areas caused by such contractors.

Section 5. No Warranty. Lessee has inspected Suite B and agrees to accept the conditions of Suite B, without any representation or warranty on the part of the Lessor, in an "as is" condition. The Lessee assumes the responsibility of the condition, operation, maintenance and management of Suite B.

Section 6. Benefit and Assignment and Subletting. The provisions of this Lease shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of the Lessee hereunder shall be assigned or transferred to any person, firm or corporation without the prior written consent of the Lessor and approval of the Metropolitan Council by resolution. Any assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee or transferee shall assume each and every obligation of Lessee hereunder, and Lessor may deal with, contract with, and accept rent from any such assignee without waiving any of its rights hereunder. Notwithstanding the foregoing, the Lessor's consent is not required in connection with any sublease, license, occupancy, concession, advertising, service, maintenance, management or other agreement (each, a "Sublease" and collectively, "Subleases", as applicable) of all or any portion of the Premises entered into by the Lessee. Lessee is expressly permitted to enter into Subleases of the Premises in whole or in part as necessary or desired for the management and operation of the Premises and such Sublease shall not require any approval or consent of Lessor. A Sublease shall not release Lessee from its obligations hereunder.

Section 7. ~~Reserved~~Utilities. Lessor shall be responsible for commercially reasonable access to water, electricity, sanitary sewer and heating and air conditioning. Lessee shall be responsible for contracting and paying the cost of usage bills related to all utility services. In no event shall Lessor be responsible for the usage cost of utility services nor for the provision of any additional utility access, including, but not limited to telephone service, computer service, nor cable television service.

Section 8. Reserved.

Section 9. Mechanic's Liens. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Suite B upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of the Lessor in and to Suite B. No work, services, materials or labor provided to the Lessee by any third party in connection with this Lease shall be deemed to be for the benefit of Lessor. If any lien shall at any time be filed against Suite B by reason of the Lessee's failure to pay for any work, services, materials or labor provided to the Lessee by any third party, or alleged to have been so provided, the Lessee shall immediately cause the same to be discharged of record, except that if Lessee desires to contest any such lien, it may do so as long as any such contest is in good faith. In the event the Lessee fails to cause any such lien to be discharged of record within forty-five (45) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. In the event Lessor shall discharge any lien on behalf of Lessee, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor's actual, reasonable out-of-pocket costs and attorneys' fees).

Section 10. Casualty Loss. The Lessee shall, at all times, at no expense to Lessor, cause the Suit B to be insured against all loss or damage by fire or other casualty. The policy shall name the Lessor as a co-insured and shall provide that the policy cannot be cancelled without thirty (30) days written notice to the Lessor. Lessee shall cause the policy to be in full force and effect throughout the term of this Lease.

Section 11. Default. The occurrence of any one or more of the following constitutes a default (each, a "Lessee Default") by the Lessee under this Lease:

- a. the Lessee's failure to pay any of the Rent or other charges due to Lessor hereunder;
or
- b. the Lessee's failure to observe or perform any other covenant, agreement, condition or provision of this Lease (subject to any additional cure periods set forth herein) and such failure shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, provided, however, if such failure cannot reasonably be cured

- within such thirty (30) day period, the Lessee shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) day period and thereafter diligently prosecutes the cure to completion; or
- c. the Lessee voluntarily makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Lessee or for the major part of Suite B; or
 - d. a trustee or receiver is appointed for the Lessee or for the major part of its property and is not discharged within thirty (30) days after such appointment; or
 - e. bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Lessee, and, if instituted against the Lessee, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

Section 12. Surrender. In the event of default a Lessee Default under this Lease, which Lessee Default is not cured in accordance with the rights and obligations provided herein, Lessee agrees to peacefully surrender Suite B to the Lessor subject to any mortgages, Subleases and encumbrances then in effect. No Sublease shall be cancelled or terminated, and Lessor shall not take any affirmative action to cancel or terminate any Sublease, as a result of the surrender of Suite B following a Lessee Default and any such attempts shall be null and void.

Section 13. Termination. This Lease shall automatically terminate in the event the Lessee's Facility Management and Use Agreement terminates prior to the Scheduled Termination Date of this Lease. Except as set forth in Section 12 above, upon expiration of the term of this Lease, Lessee and any lien holder holding an interest or lien against Suite B shall be finally and permanently divested of any and all interest in Suite B so that the Lessor shall hold Suite B with only the same restrictions and conditions as existed prior to the execution of this Lease and any reasonable and customary covenants, conditions, restrictions, easements or other encumbrances deemed necessary or desirable by Lessee for improvements to Suite B. Lessee shall quietly and peacefully surrender Suite B to Lessor, and Lessor may without further notice re-enter Suite B and possess and repossess itself thereof and may dispossess Lessee and remove Lessee and may have, hold and enjoy Suite B and the right to receive all rental and other income of and from the same.

Section 14. Amendments. The parties may modify, alter, amend or change any part of this Lease by executing a written amendment setting forth the changes made. Such amendment shall become effective after it has been approved in writing by Lessee and by Lessor.

Executive Director
P.O. Box 40208

Nashville, TN 37204

Tel: (615) 862-8980

With copy to: Department of Law
Metropolitan Government of

Nashville and Davidson County

P.O. Box 196300
Nashville, TN 37219
Tel: (615) 862-6341
Fax: (615) 862-6352

Notices and demands shall be deemed given and served upon receipt or refusal. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

Section 18. Non-Discrimination. Lessee shall not discriminate on the basis of race, color, political, or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin, or sexual preference/orientation. Lessee shall comply with all applicable laws pertaining to discrimination in employment, unlawful employment practices, and affirmative action.

Section 19. Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Lease.

Section 20. Governing Law; Consent to Jurisdiction. This Lease 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 Lease in any federal or state court in Davidson County, Tennessee. The parties hereby consent to *in personam* jurisdiction of such courts and irrevocably wave any objection and any right of immunity on the ground of venue, the convenience of forum, or the jurisdiction of such courts, or from the execution of judgments resulting therefrom.

Section 21. Exhibits. Lessor and the Lessee hereby acknowledge and agree that all exhibits referenced in this Lease are attached hereto and incorporated herein by reference.

Section 22. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

Section 23. Entire Agreement. This Lease and the referenced Exhibits hereto, each of which is incorporated herein, constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Lease. This Lease integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this Lease as of the date and year set forth above.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

Director, Metropolitan Board of Parks and
Recreation

ATTEST BY:

Secretary

APPROVE AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

**THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

Chair

ATTEST BY:

Secretary

Exhibit A

Premises Description

Exhibit B

Facility Management and Use Agreement

**FACILITY MANAGEMENT AND USE AGREEMENT BETWEEN
THE SPORTS AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY
AND
MID-ICE, LLC**

This FACILITY MANAGEMENT AND USE AGREEMENT (the “Agreement”) is made and entered into as of this 1st day of February, 2018 (the “Effective Date”) by and between THE SPORTS AUTHORITY OF THE METROPOLITAN NASHVILLE GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a public, nonprofit Tennessee corporation created pursuant to the Tennessee Sports Authorities Act of 1993 (the “Authority”), and MID-ICE, LLC, a Delaware limited liability company (the “Manager”).

RECITALS:

WHEREAS, the Authority and the Metropolitan Government of Nashville and Davidson County (the “Metropolitan Government”) have determined a new community ice hockey and skating recreation complex at One Bellevue Place enhances the image of both the State of Tennessee and Nashville and Davidson County, encourages and fosters economic development and prosperity for the citizens of the State of Tennessee and Nashville and Davidson County, and provides recreational and other opportunities for the citizens of the State of Tennessee and Nashville and Davidson County, as more fully described herein;

WHEREAS, Authority has entered into that certain lease agreement with the Metropolitan Government for the long-term lease of Suite B of the Building at One Bellevue Place;

WHEREAS, the Authority wishes to ensure that the ice rink is (i) operated and managed in a first class manner for the presentation of cultural, educational, entertainment, business, sporting, social and other public events and (ii) used for the playing and public exhibition of hockey related activities and events;

WHEREAS, Manager is uniquely equipped to operate and manage the ice rink in a manner that achieves the goals of the Authority and the Metropolitan Government, namely: introducing and promoting skating, hockey and fitness to Davidson County residents, affording unique and engaging educational opportunities to youth and families in Davidson County, and incorporating outreach programs for individuals with needs for financial assistance;

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

**ARTICLE 1.
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 hereto.

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:

“**Advertising**” shall mean the exclusive sale of all internal and external advertising rights to Ice Rink and other mutually agreed upon opportunities

“**Affiliate**” shall mean an entity that controls, is controlled by, or is under common control with a party now known or hereafter in the future during the Term.

“**Alterations**” shall have the meaning ascribed thereto in Article 7.2.

“**Applicable Law**” shall mean each and every applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgement, decree, injunction, writ, determination, award, directive, requirement, or decision of any Governmental Entity.

“**Authority**” shall have the meaning ascribed thereto in the opening paragraph.

“**Authority Default**” shall have the meaning ascribed thereto in Article 18.5.

“**Authority’s Equipment**” shall mean all fixtures, installations, equipment and other personal property now or hereafter located in Suite B, including but not limited to the items of equipment listed on Exhibit B, attached hereto, all of which shall be acquired by and remain the property of the Authority.

“**Authority Records**” shall have the meaning ascribed thereto in Article 8.4.

“**Basic Utilities**” shall have the meaning ascribed thereto in Article 4.1.

“**Building**” shall mean the building owned by the Metropolitan Government described in Exhibit A of which the Ice Rink is included as Suite B.

“**Capital Contribution,**” “**Capital Improvement Fund**” and “**Capital Investment Deposit**” shall have the meanings ascribed in Articles 3.1 and 3.2.

“**Civic Event**” shall mean non-profit, charitable or government related events which are for the benefit of the public, such as, by way of example and not limitation, graduations, special governmental assemblies and fund raising events for charities or not-for-profit entities and educational or training sessions.

“**Commencement Date**” shall mean the earlier of July 1, 2019 or the issuance of the certificate of occupancy for the Ice Rink.

“**Concessions**” shall mean the preparation and sale of food, alcohol, and refreshments to the public through concession stands, either fixed or portable, located at the Ice Rink.

“**Early Termination Fee**” shall have the meaning ascribed thereto in Article 2.3.

“**Effective Date**” shall have the meaning ascribed thereto in the opening paragraph.

“**Events of Force Majeure**” shall have the meaning ascribed thereto in Article 20.2.

“**Expiration Date**” shall mean seven years following the Commencement Date, provided however, the Term may be extended as provided in Article 2.4 or if the License and Use Agreement and/or the Operating and Management Agreement is terminated, then the Expiration Date shall be the date of such termination of either the License and Use Agreement or the Operating and Management Agreement.

“**Facility Systems**” shall mean the mechanical, HVAC, plumbing, electrical, structural and other systems for the operation of Suite B, including, without limitation, card-key security, fire alarm and sound systems that plays audio throughout the Building at any time during the Term herein.

“**Hazardous Substances**” shall have the meaning ascribed thereto in Article 19.1.

“**Ice Rink**” shall mean that certain ice skating facility located in Suite B, together with (i) other improvements now or hereafter located in Suite B, (ii) all Authority’s Equipment; and (iii) all rights, privileges and appurtenances thereto; provided that for purposes hereof the Ice Rink shall not include the Manager’s Equipment.

“**Ice Rink Records**” shall have the meaning ascribed thereto in Article 8.4.

“**License and Lease Agreement**” shall mean that certain License and Lease Agreement by and between the Authority and Mid-Ice, LLC dated as of August 20, 2014 governing the operation and management of the Ford Ice Center (“FIC”).

“License and Use Agreement” shall mean that certain Second Amended and Restated License and Use Agreement by and between the Authority and the Nashville Hockey Club, LP (“Club”), dated as of July 1, 2012 and any amendments or replacements to such agreement hereinafter made.

“Maintenance” shall have the meaning ascribed thereto in Article 6.2.

“Major Repair” shall have the meaning ascribed thereto in Article 6.1.

“Management Fee” shall have the meaning ascribed thereto in Article 3.3.

“Manager” shall have the meaning ascribed thereto in the opening paragraph.

“Manager Default” shall have the meaning ascribed thereto in Article 18.1.

“Manager’s Equipment” shall have the meaning ascribed thereto in Article 9.1.

“Manager’s Maintenance Program” shall have the meaning ascribed thereto in Article 6.2.

“Manager Personnel” shall have the meaning ascribed thereto in Article 5.2.

“Merchandise” shall mean the sale of (i) all convenience items, novelties, toys, souvenirs, clothing, garments, all clothing, and other merchandise and goods; and (ii) such other merchandise, including items, as may be customarily found in pro shops located within facilities comparable to the Ice Rink.

“Naming Rights” shall have the meaning ascribed thereto in Article 8.2.

“Naming Rights Agreement” shall have the meaning ascribed thereto in Article 8.2.

“NHL” shall mean the National Hockey League and any successor thereto.

“Net Operating Income” shall mean the amount by which the Operating Revenues exceed the Operating Expenses during any Operating Year.

“Operating Expenses” shall mean the costs and expenses reasonably incurred by Manager to perform its responsibilities and obligations hereunder, including but not limited to all payments made or liabilities incurred to obtain Net Operating Income, all Capital Contributions and Capital Improvement Deposits, Maintenance, wages, salaries and employee benefits, utility charges and deposits, reasonable audit fees (including the cost of providing any certificates required hereunder or by Authority), legal fees and other professional fees, fees payable to concessionaires or other subcontractors, the cost of refuse removal, cleaning, pest control and janitorial services, sales taxes, business taxes or use taxes applicable to the operation of the Ice Rink, the cost of building supplies, tools, equipment, premiums for insurance, expenses incurred for advertising, marketing and public relations, travel, lodging and related out-of-pocket expenses and Ice Rink related entertainment expenses incurred by Manager, the cost of necessary office supplies, freight and delivery charges, equipment rents, the cost of using credit and debit facilities, credit card fees and reasonable fees of unaffiliated third parties to secure or promote Ice Rink events.

“Operating and Management Agreement” shall mean that certain Second Amended and Restated Operating and Management Agreement by and between the Authority and Powers Management, LLC (“Powers”), dated as of July 1, 2012 and any amendments or replacements to such agreement hereinafter made.

“Operating Revenues” shall mean all receipts, revenues and income arising, directly from the use, operation and enjoyment of the Ice Rink, including, but not limited to revenues derived from the sale of Merchandise, Advertising, Naming Rights, Concessions, Pouring Rights, facility rental fees, admission fees, skate/equipment rental fees, sales of event tickets, membership fees, locker rental fees, sublease fees, and video game revenues. For the avoidance of doubt, Operating Revenues shall not include the amounts identified in Column A in the chart in Article 3.3.

“**Operating Year**” shall mean each twelve (12) month period beginning July 1 and ending June 30 during the Term, excepting the First Operating Year which shall begin on the Commencement Date and end on June 30 immediately following the Commencement Date.

“**Parking Area**” shall mean the area noted on Exhibit A. The Parking Area will be exclusive to the Building, but not separately designated between Suites A and B.

“**Person**” means a natural person, corporation, partnership, trust, joint venture, association, limited liability company or other entity.

“**Pouring Rights**” shall have the meaning given to the term in Article 8.3.

“**Replacing**” shall have the meaning ascribed thereto in Article 6.1.

“**Successor**” shall have the meaning ascribed thereto in Article 20.20.

“**Suite A**” shall mean the portion of the Building as shown in Exhibit A allocated for the use as a recreation center and operated by the Board of Parks and Recreation.

“**Suite B**” shall mean the portion of the Building as shown in Exhibit A allocated for the use as an Ice Rink and operated by Manager pursuant to the terms of this Agreement.

“**Term**” shall have the meaning ascribed thereto in Article 2.1.

ARTICLE 2. TERM

2.1 Term. The term of this Agreement shall begin on the Commencement Date and shall expire on the Expiration Date, unless terminated earlier or further extended in accordance with the provisions of this Agreement (the “Term”). Notwithstanding the fact that this Agreement contemplates that the Term shall commence on a date subsequent to the date of the execution of this Agreement, both the Authority and Manager intend that each shall have vested rights immediately upon the Effective Date of this Agreement and that this Agreement shall be fully binding and in full force and effect from and as of the Effective Date.

2.2 Surrender. Upon the expiration or termination of this Agreement, Manager shall promptly surrender the Ice Rink to the Authority, leaving all Authority’s Equipment and other property owned by Authority. Manager agrees to execute any and all documents necessary to evidence such transfer promptly upon the Authority’s request therefor.

2.3 Early Termination. During the Term and any extension thereto, if the License and Use Agreement and the Operating and Management Agreement are terminated then this Agreement shall terminate effective on the termination of the License and Use Agreement and Operating and Management Agreement, in which case:

(a) if termination occurs by operation of this Agreement as a result of the termination of the Operating and Management Agreement by Powers Management, LLC and the License and Use Agreement by the Nashville Hockey Club, LP, for Powers’ or the Club’s default or election under such agreements, Manager shall pay to Authority as an “Early Termination Fee” the sum of the amounts listed in Column A of Article 3.3 for each remaining Operating Year of the then-current Term; or

(b) if termination occurs as a result of the natural expiration of the Operating and Management Agreement and License and Use Agreement, Manager will not have any obligation to pay an Early Termination Fee or any other amount herein; or

(c) if termination occurs as a result of the Authority’s termination of the Operating and Management Agreement and the License and Use Agreement, Manager will not have any obligation to pay an Early Termination Fee or any other amount herein.

If applicable in accordance with the foregoing, Manager shall pay an Early Termination Fee due and payable to Authority no more than sixty (60) days after the effective date of the early termination of this Agreement. Upon termination of this Agreement, neither party hereto shall have any further obligation hereunder, except (i) as provided by this Article 2.3, and (ii) obligations which expressly survive the cancellation or expiration of this Agreement.

2.4 Extension. The Term of this Agreement may be extended for subsequent terms of not more than seven (7) years each, solely at the option of Authority. Authority shall notify Manager of its intent to extend the Term twelve (12) months prior to the Termination Date, and shall indicate the duration of the extended Term. In no event shall the Term of this Agreement, including any extensions, exceed the term of either the License and Use Agreement or the Operating and Management Agreement. In the event that Authority opts not to extend this Agreement pursuant to the provisions in this Article 2.4, Authority shall reimburse Manager a portion of the Capital Contribution equal to the amount of \$3,000,000 less \$100,000 for each year this Agreement was in effect.

**ARTICLE 3.
CAPITAL CONTRIBUTIONS, CAPITAL INVESTMENT DEPOSITS
AND MANAGEMENT FEES**

3.1 Capital Contributions. The Manager shall make a \$3,000,000 contribution to the Authority in respect of the capital costs of constructing the Ice Rink (the “Capital Contribution”), \$1,000,000 of which shall be payable within ten (10) days after full execution of this Agreement, and the balance of \$2,000,000 shall be payable on July 30, 2019. To the extent that Manager purchases items listed in Exhibit B prior to the full execution of this Agreement, such costs shall be deducted from the Capital Contribution described in this Article 3.1.

3.2 Capital Improvement Fund. In addition to the Capital Contribution described in Article 3.1 above, the Manager will make deposits (“Capital Investment Deposits”) to a separate and segregated fund of the Manager (the “Capital Improvement Fund”) in the amounts listed as follows:

Operating Years Five through Nine*	\$25,000
Operating Years Ten through Twenty	\$50,000
Operating Years Twenty-one through Twenty-three	\$100,000
Operating Years Twenty-four though Thirty	\$125,000

**Eighth and Subsequent Operating Years Applicable Only in Event Authority Elects to Extend the Term hereof pursuant to Article 2.4*

Such Capital Investment Deposits shall be made to the Capital Improvement Fund at any time during the applicable Operating Year. The Manager shall apply amounts on deposit in the Capital Improvement Fund to keep the Ice Rink and Facility Systems directly related to ice making function maintained and improved over time and in accordance with the Manager’s Maintenance Program (defined in Article 6.2). The Capital Improvement Fund will not be used for any Replacing in connection with the structural Ice Rink or Facility Systems, which will be the sole responsibility of the Authority at its expense. At the end of each Operating Year, the Manager shall provide the Authority with a budget of proposed expenditures from the Capital Improvement Fund for the ensuing Operating Year and an annual accounting of all expenditures from the Capital Improvement Fund for the then ending Operating Year. In the event that the Term is extended and this Agreement is in place for at least thirty (30) years from the Effective Date, any amounts remaining in the Capital Improvement Fund at the expiration or termination of this Agreement shall be promptly remitted to the Authority. However, in the event that this Agreement expires during a period of less than thirty (30) years from the Effective Date, any amounts remaining in the Capital Improvement Fund shall remain the property of, and shall be promptly remitted to, the Manager.

3.3 Management Fees. As consideration for Manager’s services hereunder, the Authority shall in each Operating Year pay Manager a “Management Fee” calculated as described below.

Operating Year	Management Fee		
	Equal To:	A	B
First Operating Year	Revenues		
Second Operating Year	Revenues		
Third Operating Year	Revenues, minus sum of (A+B)	\$250,000	0
Fourth Operating Year	Revenues, minus sum of (A+B)	\$250,000	25% of surplus of Net Operating Income over \$375,000
Fifth Operating Year	Revenues, minus sum of (A+B)	\$275,000	25% of surplus of Net Operating Income over \$412,500
Sixth Operating Year	Revenues, minus sum of (A+B)	\$275,000	25% of surplus of Net Operating Income over \$412,500
Seventh Operating Year	Revenues, minus sum of (A+B)	\$300,000	25% of surplus of Net Operating Income over \$450,000
Eighth Operating Year*	Revenues, minus sum of (A+B)	\$300,000	25% of surplus of Net Operating Income over \$450,000
Ninth Operating Year	Revenues, minus sum of (A+B)	\$300,000	25% of surplus of Net Operating Income over \$450,000
Tenth Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Eleventh Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Twelfth Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Thirteenth Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Fourteenth Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Fifteenth Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Sixteenth Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Seventeenth Operating Year	Revenues, minus sum of (A+B)	\$375,000	25% of surplus of Net Operating Income over \$562,500
Eighteenth Operating Year	Revenues, minus sum of (A+B)	\$375,000	25% of surplus of Net Operating Income over \$562,500
Nineteenth Operating Year	Revenues, minus sum of (A+B)	\$375,000	25% of surplus of Net Operating Income over \$562,500

Twentieth Operating Year	Revenues, minus sum of (A+B)	\$375,000	25% of surplus of Net Operating Income over \$562,500
Twenty-First Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Twenty-Second Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Twenty-Third Operating Year	Revenues, minus sum of (A+B)	\$325,000	25% of surplus of Net Operating Income over \$487,500
Twenty-Fourth Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000
Twenty-Fifth Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000
Twenty-Sixth Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000
Twenty-Seventh Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000
Twenty-Eighth Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000
Twenty-Ninth Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000
Thirtieth Operating Year	Revenues, minus sum of (A+B)	\$350,000	25% of surplus of Net Operating Income over \$525,000

**Eighth and Subsequent Operating Years Applicable Only in Event Authority Elects to Extend the Term hereof pursuant to Article 2.4*

The Management Fee will be deemed to be paid upon Manager's collection of Revenues as described in Article 8.1. In each Operating Year, the Manager will deduct from Revenues each month and cause to be retained by the Authority 1/12 of the amount listed in Column A above for such Operating Year. If the monthly Revenues in each Operating Year are less than 1/12 of the amounts set forth in Column A above, Manager will promptly cause to be paid to the Authority the amount of any such shortfall in Revenues for such month. Within thirty (30) days of the completion of the annual financial statement audit, commencing with the Fifth Operating Year, the Manager will deduct from Revenues and cause to be retained by the Authority the amount listed above in Column B for the previous Operating Year (if applicable). In the event Revenues thirty (30) days after the completion of the annual financial statement audit are insufficient therefor, the Manager shall provide for the payment to the Authority of such amount.

ARTICLE 4. UTILITIES

4.1 Basic Utilities. Authority shall be responsible for commercially reasonable access to water, electricity, sanitary sewer service and heating and air conditioning ("Basic Utilities"), at no cost to Manager (except as specifically provided elsewhere herein), necessary for the Manager's commercial use and enjoyment of the Ice Rink. In connection with the Basic Utilities that Manager utilizes for the Ice Rink only, Manager will be responsible for the applicable usage bills in connection thereto. If some portion or substantially all of the

Basic Utilities shall be unobtainable as a result of condemnation by a competent authority, and the Authority and the Manager mutually determine, within a reasonable period of time after such taking (not to exceed 90 days) that the Ice Rink cannot economically and feasibly be used by the Manager, then such taking shall be deemed to be a permanent total taking to which the provisions of Article 15.1 shall be applicable.

4.2 Additional Utilities. The Manager shall be responsible for contracting for and paying the cost of all utility services other than the Basic Utilities which it desires to have furnished to the Ice Rink, including, but not limited to, telephone service, additional phone lines for computers and cable telephone service. For the avoidance of doubt, the Manager will only be responsible for contracting and paying for the cost of utility services other than Basic Utilities for the Ice Rink space and will not be responsible for any utilities in connection with the additional space(s) within the Building (e.g. Suite A).

ARTICLE 5. USE

5.1 Use of Ice Rink. Subject to and in accordance with the terms of this Agreement, Authority hereby grants the Manager the sole and exclusive right to use, manage and operate the Ice Rink for a variety of uses, including but not limited to the sale of Merchandise, Advertising, Naming Rights and Concessions, providing sports events, concerts and other musical performances, theatrical presentations, family entertainment, camps, meetings and other events in order to maximize the benefit of the Ice Rink to Nashville and Davidson County. During each Operating Year of the Term, Manager shall provide scholarship programs, job training, internships, and other programs for the benefit of the Nashville and Davidson County community, as referenced in Exhibit D, which may be in connection with this Agreement or the License and Lease Agreement in Manager's discretion.

5.2 Personnel. Manager will hire and supervise all operating personnel related to the Ice Rink, including, but not limited to, janitorial, instructional, building and ice maintenance, administrative, secretarial, clerical, Ice Rink-specific security personnel and bookkeepers (collectively, "Manager Personnel"). Manager Personnel will expressly exclude basic security for the Building, Suite A, any shared space and the exterior perimeter of the Building, for which it is the understanding of the parties such security will be provided by the building owner. Any additional security necessary for the Ice Rink, as determined by the Manager, will be deemed Manager Personnel. All employees hired by Manager shall be employees of Manager and not of the Authority. Manager shall have complete and absolute discretion and authority with respect to the number, functions, qualifications, compensation and other terms and conditions relating to its employees. Authority will make reasonable efforts to cause the owner of the Building to provide information to Manager with respect to incidents that occur in and around the Building.

5.3 Covenant of Quiet Enjoyment. Subject in all events to the terms and conditions of this Agreement, the Authority covenants that if, and so long as, the Manager keeps and performs the material covenants, agreements, terms, provisions and conditions of this Agreement on the part of and on behalf of the Manager to be kept and performed, the Manager shall quietly enjoy its rights under this Agreement without hindrance or disturbance by the Authority or by any other person lawfully claiming the same by, through or under the Authority.

5.4 Civic Events Use. Recognizing the priority rights of the Manager, Manager and Authority agree to use commercially reasonable efforts to make the Ice Rink or the FIC available for Civic Events. Such Civic Events will not be charged a fee to use the Ice Rink. Upon the request of the Authority and so long as such request does not conflict with other scheduled or pending Events, Manager agrees to make the Ice Rink and/or the FIC available for a total of twelve (12) Civic Events per Operating Year herein. Manager will determine in its discretion whether such events will take place at the Ice Rink and/or FIC in each instance. The Civic Event Expense(s) (defined below) incurred by Manager for Civic Events shall be considered an Operating Expense for purposes of this Agreement, provided that, Authority shall pay, or cause to be paid, any other expenses in connection with a Civic Event that is not specifically listed as a Civic Event Expense. "Civic Event Expenses" are defined as: (i) chairs (two hundred fifty (250) or less); (ii) tables (twenty-five (25) six-foot (6') tables or less); (iii) basic A/V equipment (six (6) microphones, two (2) speakers, one (1) mixing board and four (4) TVs);

(iv) risers; (v) forty feet (40') of pipe and drape; (vi) one (1) video screen; (vii) one (1) projector; (viii) Civic Event staffing (concessions, Ice Rink security, etc.); and (ix) food and beverage. Any revenues generated by concession or merchandising sales or other such sales shall be considered Operating Revenues. Within sixty (60) days following the end of each Operating Year, upon written request from Authority, Manager shall provide to the Authority within a reasonable time thereafter a written report containing a description of each Civic Event held during such Operating Year.

5.5 Shared Use of Parking Area. Manager shall have the non-exclusive right to use the Parking Area and shall have access thereto at all times.

5.6 Prohibited Use. Suite B shall not be used for any of the activities designated in the attached Exhibit E, as may be amended or waived. For the avoidance of doubt, such prohibited uses will not include any prohibitions terminated pursuant to the attached Termination Agreement dated as of 9th day of August, 2017.

ARTICLE 6. MAINTENANCE, REPAIRS AND IMPROVEMENTS

6.1 Maintenance Repair and Replacement by Authority. Subject to Article 6.2, Authority shall cause to be performed, at its expense, all such Major Repairs (defined below) and replacements (collectively, "Replacing"), to the structural portions of the Ice Rink and the Facility Systems reasonably necessary to maintain the structural portions and/or operations of the Ice Rink and the Facility Systems in good condition and repair, ordinary maintenance, wear and tear excepted, in accordance with applicable laws and regulations and as reasonably necessary to maintain the Ice Rink at a level consistent with other first class ice rinks. As used herein a "Major Repair" shall refer to repairs of large expenditure(s) (in proportion to the value) that extend the useful life of equipment and/or restore the ability to use the applicable equipment.

6.2 Manager's Maintenance Responsibilities. Manager's obligations under this Article shall include the minor or routine repair, cleaning, and routine upkeep (collectively, "Maintenance") of the Ice Rink, of Facility Systems, of Manager's Equipment, or any property, structures, surfaces, facilities, fixtures or furnishings related to the Ice Rink, except as otherwise provided herein. For the avoidance of doubt, Manager will not be responsible for Replacing the Authority's equipment. By way of illustration, and without limiting the generality of the foregoing, Maintenance by Manager of the Ice Rink and the Facility Systems, shall include: (i) preventive or periodic maintenance procedures for equipment, fixtures or systems, (ii) periodic testing and maintenance of building systems, such as mechanical, card-key security, fire alarm and sound systems, (iii) regular maintenance procedures for the roof, HVAC related to the Ice Rink, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters, but specifically excluding the Replacing or Major Repair of the structural portions of the Ice Rink or the Facility Systems, and (iv) providing for all improvements, custodial services, fixtures, trade fixtures, furnishings, equipment, to be maintained in good working order and in a clean and safe and reasonably attractive condition, reasonable wear and tear excepted. Manager shall devise and implement procedures (including preventive maintenance procedures) and a maintenance program ("Manager's Maintenance Program") reasonably designed to keep the Ice Rink, Facility Systems, Manager's Equipment, and Authority's Equipment in good order and condition. Manager's Maintenance Program shall (i) provide for the creation of a record for all fixtures, trade fixtures, furnishings, installations and equipment that contains a description of each item and the manufacturers specifications/recommendations for the maintenance and repair thereof, (ii) develop work orders for maintenance to be undertaken at the Ice Rink, and (iii) provide for the inputting of information following the completion of each work order in order to develop a history of the Maintenance of the Ice Rink. To the extent that Replacing of Authority's Equipment is necessary for Manager to operate the Ice Rink in accordance with Article 5, Authority shall be responsible for such replacement. Nothing in this Article 6.2 shall require Manager to perform any Major Repair or Replacing that are the express obligation of the Authority under Article 6.1 or any of the other terms of this Agreement. Any contractor procured by the Manager for the performance by the Manager of Maintenance, security, or for any other service permitted or required to be performed by the Manager hereunder, shall be required by the Manager to maintain insurance and bonds as reasonably required by

Authority. For the avoidance of doubt, Manager will not have any such responsibility and/or obligation to any area(s) outside of the Ice Rink.

ARTICLE 7. IMPROVEMENTS AND ALTERATIONS

7.1 Authority's Construction of Ice Rink. Authority and Manager acknowledge and agree that the Metropolitan Government will cause to be constructed the Ice Rink, as part of the Bellevue Recreation Center project construction.

7.2 Authority Alterations. Upon substantial completion of the Ice Rink, Authority shall have the right to make such alterations, additions and improvements (collectively, "Alterations") to the Ice Rink as it deems necessary or desirable, except that Authority shall not make any Alterations to the Ice Rink unless it first provides written notice to the Manager. Major Repairs and Replacing that Authority is required to make under this Agreement shall not be deemed Alterations. Authority agrees to make all Major Repairs and Replacements at a level consistent with other first class ice rinks and in a manner that will not disrupt Manager's operation and use of the Ice Rink.

7.3 Manager Alterations. The Manager may make Alterations, at its own expense, to the Ice Rink so long as the same do not affect the structural portions thereof or materially alter the Facility Systems. Manager shall provide written notice to the Authority within sixty (60) days prior to the commencement of any alteration to the Ice Rink, provided that Manager's obligations under Article 6.2 shall not be deemed Alterations. The Manager agrees that all of its Alterations will be made (i) in a good faith and workmanlike manner; (ii) with materials of substantially the same or better quality as the then existing materials; and (iii) in a manner that does not disrupt or interfere with the operation and management of the Ice Rink.

ARTICLE 8. REVENUES

8.1 Revenues. The Manager shall be entitled to the receipt of all Operating Revenues resulting from the use, management and operation of the Ice Rink. The Authority hereby disclaims any and all right to receive any Operating Revenues from the Ice Rink other than those revenues that are expressly granted to the Authority herein.

8.2 Naming Rights Agreements. Subject to the provisions of this Article, the Manager is hereby granted the exclusive power by Authority to sell the right to name the Ice Rink (both interior and exterior) (the "Naming Rights") to a sponsor or sponsors. In addition, Manager shall be entitled to all Operating Revenues generated by the sale of the Naming Rights. The terms and conditions on which the Naming Rights are sold (a "Naming Rights Agreement") shall be determined solely by the Manager from time to time during the Term hereof; provide, however, that (i) all Naming Rights Agreements shall expire no later than the expiration or termination of the Term hereof, and (ii) given the Authority's substantial interest in the Ice Rink and the public character thereof, the Manager shall not permit any name to be given to the Ice Rink or any portion thereof that (A) violates Applicable Law, or (B) would reasonably cause embarrassment to the Authority (such as name containing slang, barbarisms or profanity, names that relate to any sexually oriented business or enterprise or names that contain any overt political or religious reference). Further, Manager agrees that such name selected by Manager will distinguish the Ice Rink from the attached recreational center. The Manager agrees to indemnify, defend and hold harmless the Authority from any and all Claims and Costs arising out of the sale of the Naming Rights or any Naming Rights Agreement, except with respect to any actions taken by the Authority. Any Naming Rights Agreement entered into that does not comply with the terms of this Article shall be null and void.

8.3 Pouring Rights and Other Branded Product Identification. Manager shall have the exclusive right to designate the brands of products sold at the Ice Rink (the "Pouring Rights"). Manager shall retain all Operating Revenues derived from the exercise of the Pouring Rights. The terms and conditions of any agreement granting an entity the exclusive right to sell its brand of Products at the Ice Rink shall be determined solely by Manager from time to time during the Term hereof.

8.4 **Accounting Generally.** Manager and Authority shall each maintain accounting books and reports with respect to their respective operations hereunder in accordance with GAAP (the “Authority Records” and the “Ice Rink Records”, respectively), and shall keep and maintain such records on any particular Operating Year for a period of not less than three (3) years following the conclusion of any such Operating Year or such longer period as may be required by Applicable Law.

8.5 **Audits.** Manager and Authority (and their respective authorized representatives) shall each be afforded reasonable access to all necessary and relevant Ice Rink Records and Authority Records relating to this Agreement. Manager and Authority shall each have the right to audit the other’s records that are relevant to this Agreement.

ARTICLE 9. EQUIPMENT AND PERSONAL PROPERTY

9.1 **Manager’s Equipment.** Manager shall be responsible for repairing and maintaining, at its sole cost and expense, the ice surface, dashboards, goals, all trade fixtures installed by Manager, furnishings, equipment and other personal property necessary for Manager’s activities and use of the Ice Rink, including, without limitation, activity supplies, equipment, uniforms, skates, protective equipment, medical equipment, pucks, office furnishings and supplies, towels, laundry services, computers, and water coolers, but excluding all items identified as Authority’s Equipment in Exhibit B (the “Manager’s Equipment”). To the extent that replacement of Manager’s Equipment is necessary for Manager to operate the Ice Rink in accordance with Article 5, Manager shall be responsible for replacing such Manager Equipment at its sole cost and expense. Authority acknowledges and agrees that none of the Manager’s Equipment shall be deemed to be a fixture, regardless of whether any such Manager’s Equipment may be or shall become attached to the Building. However, upon expiration of the Term or other termination of this Agreement, the Manager agrees to restore the Ice Rink to the condition at the Commencement Date, ordinary wear and tear excepted, and any unrepaired damage caused by the Manager’s removal of the Manager’s Equipment shall be paid by the Manager.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1 **The Manager’s Insurance.** From and after the Commencement Date, the Manager shall procure and maintain in force, at its sole expense, (i) commercial general liability insurance, with minimum limits of \$2,000,000 combined single limit per occurrence, and, if necessary, \$1,000,000 umbrella or excess liability covering liability arising from premises, operations, independent contractors, personal and advertising injury, products completed operations and liability assumed under an insured contract on an occurrence basis, protecting the Manager, the Authority and the Metropolitan Government against all loss, damages and liability (including, but not limited to, liability for bodily injury and death) that may be incurred as a result of the Manager’s acts or omissions in the use and occupancy of the Ice Rink, or any operations of the Manager in, on or about the Ice Rink, (ii) commercial property insurance which shall, at minimum, cover perils insured under the ISO special causes of action form, insuring all of Manager’s Equipment and the Manager’s business personal property located in, on or about the Ice Rink, to the extent of one hundred percent (100%) of its replacement cost, (iii) workers compensation insurance covering Manager Personnel and the Manager’s employees per statutory limits, and (iv) such other insurance coverage or coverages in such amounts as the Authority may reasonably require the Manager to carry from time to time consistent with commercially reasonable practices and standards. Such limits may be satisfied by combination of a commercial general liability and umbrella or excess liability policy.

10.2 **The Authority’s Insurance.** If the Authority does not elect to self-insure (which the Authority shall have the right to do) during the Term, then from and after the Effective Date, the Authority shall procure and maintain or cause to be produced or maintained, in force, at its sole expense, the following:

(a) Comprehensive property and Casualty insurance for replacement cost on an “all risk” peril basis (other than earthquake and floods);

(b) Commercial property insurance against any and all loss or damage to the Ice Rink caused by earthquake or flood in an amount not less than \$10,000,000;

(c) Commercial general liability insurance (on an "occurrence" basis form), with a minimum limit of not less than \$1,000,000 per occurrence, which includes coverage for the Ice Rink, sidewalks and private drives adjoin or appurtenant to the Ice Rink; and

(d) Such workers' compensation insurance coverage per statutory limits.

In addition to Authority's obligations above, in the event Authority has any self-insurance exposure, it shall have the same obligations that any open market insurance carrier would have.

10.3 Requirements of Insurance; Insurance Certificates. All insurance required hereunder shall be with insurance companies licensed to issue insurance in the State of Tennessee with a financial rating of at least A/VIII status as rated in the most recent edition of Best's Insurance Reports. Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella/excess policies shall follow form of the underlying coverage. Manager shall name Authority and the Metropolitan Government as additional insureds on Manager's Commercial General Liability and Umbrella/Excess Liability policies. Additional insured coverage shall apply on a primary and non-contributory basis. All liability insurance shall contain a "cross-liability" coverage (separation of insureds or a "severability of interest" provision). Each of the Manager and the Authority shall furnish to the other upon request certificates of insurance evidencing that the insurance they are required to maintain hereunder is in full force and effect. If any policy containing the coverage and other terms set forth herein is not available on a reasonable basis, the party required to keep such coverage shall in lieu thereof keep and maintain in full force and effect such policy as is then available on a reasonable basis that most nearly approximates the terms described herein. Any and all deductibles and self-insured retentions shall be the sole responsibility of the named insured. All policies shall be endorsed to provide a waiver of subrogation in favor of the additional insureds and shall contain an endorsement requiring thirty (30) days written notice from the Manager to the Authority and the Manager before any reduction in coverage, scope or amount of any policy. Each party shall provide the other with at least thirty (30) days written notice if any of the required policies are cancelled or not renewed. The insurance requirements set forth will in no way modify, reduce or limit the indemnification herein made by the Manager. Receipt of a certificate of insurance, endorsement or policy of insurance that is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify the same, nor is any verbal agreement to modify same permissible or binding.

10.4 Waiver of Subrogation. The Manager and Authority hereby (i) waive all claims for recovery from the other party and their respective representatives for any loss or damage insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies, and (ii) agree to cause their respective insurance policies to contain endorsements to that effect.

10.5 Indemnification. The Manager shall indemnify, defend and hold harmless the Authority, the Metropolitan Government, and their respective officers, directors, trustees, agents, servants and employees from and against all claims (specifically excluding any claims related to the structural portions of the Building and the Ice Rink or the Facility Systems, to the extent that such claims are not related in whole or in part to an action or inaction of the Manager) arising or resulting from (i) injuries to persons or damage to property (including, but not limited to, theft, misappropriation or other loss of property) arising from the Manager's use or occupancy of the Ice Rink or the conduct of its business therein, (ii) any activity, work or thing done, permitted or suffered by the Manager in or about the Ice Rink, (iii) from any breach or default on the part of the Manager in the performance of any covenant or agreement on the part of the Manager to be performed pursuant to the terms of this Agreement, or (iv) due to any other act or omission of the Manager, its agents, contractors or employees. Any such obligation of indemnification, notwithstanding any language in this Agreement to the contrary, applies only to the extent that the Manager is, in whole or in part, responsible for the loss, liability, claim or basis for any indemnification sought hereunder. The provisions of this Article 10.5 shall survive the expiration or termination of this Agreement.

**ARTICLE 11.
RIGHT-OF-ENTRY**

11.1 Authority, and including without limitation, the officers, employees, agents and other authorized persons of Authority, shall have the right, from time to time, to enter into the Ice Rink for purposes of (i) inspecting the same, (ii) making any major repairs or replacements which Authority is obligated to make hereunder, or (iii) exercising any of its rights under this Agreement. When exercising its rights hereunder, Authority shall (i) provide the Manager with reasonable notice in advance of the date on which it intends to enter upon the Ice Rink (except in the case of an emergency, in which case such advance notice shall be reduced to a reasonable advance notice under the circumstances), and (ii) use commercially reasonable efforts to minimize the interference that it causes to the operations of the Manager. The exercise of any right in this Article 11.1 reserved to Authority or its officers, employees, agents and other authorized persons, shall not constitute an actual or constructive eviction, in whole or in part, or entitle the Manager to any abatement or diminution of amounts due hereunder or relieve Manager of any of its obligations under this Agreement or impose any liability on Authority by reason of inconvenience or annoyance to the Manager or injury or interruption of the Manager's business or otherwise.

**ARTICLE 12.
MECHANIC'S LIENS AND OTHER ENCUMBRANCES**

12.1 No work, services, materials or labor provided to the Manager by any third party in connection with this Agreement shall be deemed to be for the benefit of Authority. The Manager shall comply with the provisions of Article 7.3 prior to undertaking any work, services, material or labor that relates to any construction, improvement, or repair on, of or to the Ice Rink. If any lien shall at any time be filed against the Ice Rink by reason of the Manager's failure to pay for any work, services, materials or labor provided to the Manager by any third party, or alleged to have been so provided, the Manager shall either (i) cause the same to be discharged or record by payment of such claim or by the filing of a bond with respect thereto in accordance with Applicable Law, or (ii) obtain written approval of the Authority (which approval shall not be unreasonably withheld, conditioned or delayed) to contest such lien and leave it undischarged and unsatisfied. In the event the Manager fails to cause any such lien to be discharged of record by payment of such claim or by the filing of a bond with respect thereto in accordance with Applicable Law or request the written approval from the Authority to contest the lien within twenty (20) days after it receives notice thereof, Authority may discharge the same by paying the amount claimed to be due, with the understanding that Authority is under no obligation to do so. Should Authority discharge any Manager lien, the Manager agrees to immediately reimburse Authority for such amount (plus Authority's reasonable costs and attorneys' fees). Failure on the part of the Manager to cause a lien to be discharged by payment of such claim or by the filing of a bond with respect thereto in accordance with Applicable Law, request the written approval to contest a lien or to reimburse Authority as provided in this Article 12.1 shall be considered a Manager Default and subject to the terms of Article 18.

**ARTICLE 13.
WAIVER OF LIABILITY**

13.1 Subject to the obligation of Authority to insure as provided in Article 10.2 hereof and except to the extent caused by the Authority's negligence or willful misconduct, Authority assumes no responsibility or liability for any damage or loss of the Manager's Equipment or other personal property located at the Ice Rink. The Manager agrees to hold Authority harmless from any damage or loss of Manager's Equipment or other personal property located at the Ice Rink.

**ARTICLE 14.
CASUALTIES AFFECTING THE ICE RINK**

14.1 Damage or Destruction. If, at any time during the Term, Ice Rink or any part thereof shall be damaged or destroyed by fire or other casualty, Authority, at its cost and expense, shall, commence and thereafter

proceed as promptly as is reasonable (but in no event longer than sixty (60) days), to repair, restore, and replace the damaged Ice Rink to as nearly as possible to its condition immediately prior to such fire or casualty. During such repair, restoration, and replacement, the Manager shall be entitled to use Ice Rink until completion of such repair, restoration, and replacement to Ice Rink. The amounts to be retained by the Authority under Column A of the table set forth in Article 3.3 shall be reduced from the date of such casualty until the Ice Rink is fully restored, by an amount proportionate to the reduction in Operating Revenues as a result of such casualty. Provided that the Management Fee shall not be abated if such damages or destruction by fire or other casualty is due to the negligence, omission or intentional act of Manager, Manager's employees, agents or contractors.

ARTICLE 15. EMINENT DOMAIN

15.1 Total Condemnation. If the Ice Rink or substantially all of the Ice Rink shall be permanently taken or condemned by any competent government entity for any public or quasi-public use or purpose, the Term of this Agreement shall end upon and not before the earlier of: (i) the date when the possession of the part so taken shall be required for such use or purpose, or (ii) the effective date of the taking.

15.2 Partial Condemnation. If less than all or substantially all of the Ice Rink shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, and Authority and the Manager mutually determine, within a reasonable period of time after such taking (not to exceed 90 days) that the remaining portion of the Ice Rink cannot economically and feasibly be used by the Manager, then such taking shall be deemed to be a permanent total taking to which the foregoing provisions of Article 15.1 shall be applicable. In the event this Agreement is not so terminated, this Agreement shall remain in full force and effect and Authority and the Manager shall, to the extent practical and only to the extent of the actual amount of the condemnation award received, restore the Ice Rink to a complete architectural unit reasonably suitable for the Manager's use.

15.3 Allocation of Award. In the event this Agreement is terminated pursuant to Article 15.1 or Article 15.2, each of the parties hereto shall have the right to seek an award for the loss of their respective interests in and to the Ice Rink and this Agreement. In the event this Agreement is not so terminated, the amount of any award for or on account of any condemnation shall be used to restore the Ice Rink as provided in Article 15.2 hereof.

15.4 Temporary Taking. If any right of temporary possession or occupancy of all or any portion of the Ice Rink shall be taken, the foregoing provisions of this Article 15 shall be inapplicable thereto and this Agreement shall continue in full force and effect, and the parties hereto shall have the right to seek an award for their loss in respect of such disruption of possession or occupancy.

ARTICLE 16. ASSIGNMENT

16.1 General Restrictions on the Manager's Assignment.

The Manager shall not:

(a) Assign, transfer, mortgage, pledge, hypothecate, or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Agreement, or any interest in, to or under this Agreement (other than the Operating Revenues payable to or retained by the Manager under this Agreement, which Operating Revenues may be collaterally assigned to any lender of the Manager); provided however, that Manager shall have the right to assign this Agreement to any present or future Affiliate, upon forty-five (45) days written notice to and consent of Authority, which consent shall not be unreasonably withheld, and Manager may grant to any such assignee the same rights and privileges that Manager enjoys hereunder;

(b) Allow to exist or occur any transfer of or lien upon this Agreement or the Manager's interest in this Agreement by operation of law; or

(c) Assign the Manager's interest in or rights under this Agreement, or the Manager's responsibilities under this Agreement; provided, however, that Manager shall have the right to contract to make available any portion of the Ice Rink to a third party on a short term basis;

16.2 Permitted Manager Assignments. Notwithstanding the provisions of Article 16.1 or any other provision of this Agreement, the Manager may, assign this Agreement to any Person (or an Affiliate of such Person) that (i) is approved by the NHL to acquire the NHL franchise of the Nashville Hockey Club, LP and (ii) properly becomes the "Manager" pursuant to the terms and conditions for assignments under the License and Use Agreement. Upon such assignment, the Manager shall be released from all further obligations under this Agreement.

16.3 The Manager to Remain Obligated. Consent by Authority to any assignment, subletting, sublicensing, use, occupancy, or transfer shall not, without an express agreement by Authority to the contrary, operate to relieve the Manager from any covenant or obligation hereunder arising prior to any such assignment or other transfer.

ARTICLE 17. REPRESENTATIONS AND WARRANTIES

17.1 Representations and Warranties of Manager. The Manager represents and warrants to Authority that, as of the date hereof:

(a) The Manager is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is authorized to do business in and is in good standing under the laws of the State of Tennessee, and has all requisite power and authority to execute, deliver and perform its obligations under;

(b) This Agreement has been duly authorized, executed and delivered by Manager and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof;

(c) Manager has obtained all authorizations, consents, or approvals required for the execution, delivery and performance by it of this Agreement; and

(d) the execution, delivery and performance of this Agreement by Manager does not conflict with, nor will it result in, a breach or violation of any of the terms, conditions or provisions of (i) any Applicable Law or (ii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which it is a party or by which it or any of its properties are bound.

17.2 Representations and Warranties of Authority. Authority represents and warrants to the Manager that, as of the date hereof:

(a) Authority has the power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and provisions of this Agreement, and all transactions contemplated hereby, to the extent required to be carried out or performed by Authority. There is no law, regulation, or other rule that in any material way prohibits, limits, or otherwise affects the right or power of Authority to enter into and perform all of the terms and provisions of this Agreement, and each document, agreement, and instrument executed or to be executed by Authority in connection herewith and all transactions contemplated hereby and thereby. No consent, authorization or approval of, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other person is required for the due execution, delivery, and performance by Authority of this Agreement, or any other agreement, document, or instrument executed and delivered by Authority or any of the transactions contemplated hereby or thereby.

(b) The execution and delivery of this Agreement by Authority has been duly and validly authorized by all necessary action. This Agreement, and all other agreements, documents, and instruments executed and

delivered by Authority in connection herewith are legal, valid, and binding obligations of Authority, enforceable against Authority in accordance with their respective terms, subject to applicable laws effecting creditors' rights, generally.

(c) The execution, delivery, and performance of this Agreement and each agreement, document, and instrument executed or to be executed and delivered by Authority in connection herewith does not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under: (i) any agreement, document, or instrument to which Authority is a party or by which Authority's assets may be bound or affected, or (ii) applicable law. The execution, delivery, and performance of this Agreement and each agreement, document, and instrument executed or to be executed and delivered by the Manager in connection herewith does not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Authority.

(d) Authority is: (i) the holder of a ground lease with the Metropolitan Government of Nashville and Davidson County for the property described in Exhibit A and (ii) the owner of its fixtures, installations, equipment, and other personal property forming a part of the Ice Rink; provided the foregoing shall not prevent Authority from transferring ownership of the Ice Rink to another entity.

(e) Authority shall cause the Ice Rink to be constructed in a workmanlike manner, in accordance with Applicable Laws.

ARTICLE 18. DEFAULT AND REMEDIES

18.1 Manager Defaults. The occurrence of any one or more of the following constitutes a default (each, a "Manager Default") by the Manager under this Agreement:

(a) the Manager's failure to make any payment of any amount due to Authority hereunder; provided, however, if such failure is cured within thirty (30) days after written demand from Authority to the Manager, the Manager shall not be in default; or

(b) any representation or warranty made by the Manager herein was not true in any material respect when made and such breach shall continue for thirty (30) days after written notice thereof from Authority to the Manager, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the Manager shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) day period and thereafter diligently prosecutes the cure to completion; or

(c) the Manager's failure to observe or perform any other covenant, agreement, condition, or provision of this Agreement and such failure shall continue for thirty (30) days after written notice thereof from Authority to the Manager, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the Manager shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) day period and thereafter diligently prosecutes the cure to completion; or

(d) the Manager makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Manager or for the major party of its property; or

(e) a trustee or receiver is appointed for the Manager or for the major part of its property and is not discharged within thirty (30) days after such appointment; or

(f) bankruptcy, reorganization, arrangement, insolvency, or liquidations proceedings, or other proceedings for the relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Manager, and, if instituted against the Manager, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

18.2 Rights and Remedies of Authority. Upon the occurrence of any Manager Default, Authority shall have the rights and remedies hereinafter set forth, which shall be distinct, separate, and, except for the

remedy set forth in Article 18.2(a) below, cumulative, but shall not operate to exclude or deprive Authority of any other right or remedy allowed to it by law or in equity:

(a) Authority may terminate this Agreement by giving written notice to the Manager and recover damages; or

(b) Authority may enforce the provisions of this Agreement and may enforce and protect the rights of Authority hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and/or

(c) Authority may obtain any other available legal or equitable remedy or relief, including, but not limited to, injunctive relief; and/or

(d) Authority may, without terminating this Agreement, recover from the Manager all actual, consequential, and incidental damages that Authority suffers as a result of any Manager Default; and/or

(e) Authority may, at Authority's election (though without obligation), make any payment required of the Manager under this Agreement or perform or comply with any covenant or agreement of the Manager hereunder. The amount so paid, plus the reasonable cost of such performance or compliance, plus interest on such sums, shall be payable by the Manager immediately upon demand. No such payment, performance, or observance by Authority shall constitute a waiver of any default or of any remedy for default or render Authority liable for any loss or damage resulting from any such act.

18.3 Possession. If Authority exercises the remedies provided for in Article 18.2(a) above, the Manager shall immediately surrender possession of and vacate the Ice Rink in compliance with the provisions hereof, and if the Manager fails to so surrender possession of and vacate the Ice Rink, Authority may, without prejudice to any other remedy that it may have, expel the Manager (and any other entity who may be occupying the Ice Rink by, through, or under the Manager) from the Ice Rink, by force if necessary, without being liable for prosecution or any claim for damages on account thereof, with or without process of law, a full and complete license so to do being hereby granted to Authority. Any of the Manager's furniture, trade fixtures, equipment, or other personal property remaining in the Ice Rink after the expiration or termination of this Agreement shall be deemed abandoned and may be retained or disposed of by Authority as it sees fit, without the payment of any compensation to the Manager therefor.

18.4 Assumption or Rejection in Bankruptcy. If the Manager shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for the Manager, Authority and the Manager agree, to the extent permitted by law, to request that the trustee-in-bankruptcy shall determine within sixty (60) days thereafter whether to assume or reject this Agreement.

18.5 Authority Defaults. The occurrence of any one or more of the following constitutes a default (each, an "Authority Default") by Authority under this Agreement:

(a) Authority's failure to pay any past due charges or sums owed to the Manager hereunder within thirty (30) days after written notice thereof from the Manager to Authority; or

(b) any representation or warranty made by Authority herein was not true in any material respect when made and such breach shall continue for thirty (30) days after written notice thereof from the Manager to Authority, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, Authority shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) days period and thereafter diligently prosecutes the cure to completion; or

(c) Authority fails to observe or perform any covenant, agreement, condition, or provision of this Agreement and such failure shall continue for thirty (30) days after written notice thereof from the Manager to Authority, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, Authority shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) days period and thereafter diligently prosecutes the cure to completion; or

(d) a trustee or receiver is appointed for Authority and is not discharged within thirty (30) days after such appointment; or

(e) bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against Authority, and, if instituted against Authority, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

18.6 Rights and Remedies of the Manager. If a Authority Default occurs, the Manager shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive the Manager of any other right or remedy allowed to it by law or equity:

(a) the Manager may terminate this Agreement by giving to Authority notice of the Manager's election to do so, in which event the Term of this Agreement, as well as any obligations of the Manager shall end, and all of the obligations of the Manager hereunder shall expire on the date the Manager may designate in such termination notice; and/or

(b) the Manager may enforce the provisions of this Agreement and may enforce and protect the rights of Manager hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and/or

(c) the Manager may obtain any other available legal or equitable remedy or relief, including, but not limited to, injunctive relief; and/or

(d) without terminating this Agreement, the Manager may recover all actual, consequential, and incidental damages that the Manager suffers as a result of any Authority Default; and/or

(e) the Manager may, at the Manager's election (but without obligation), make any payment required of Authority under this Agreement, or perform or comply with any covenant or condition imposed on Authority under this Agreement. The amount so paid, plus the reasonable cost of such performance or compliance, plus interest on such sums, shall be payable to Authority immediately upon demand. No such payment, performance, or observance by the Manager shall constitute a waiver of default or of any remedy for default or render the Manager liable for any loss or damage resulting from any such act.

ARTICLE 19. HAZARDOUS SUBSTANCES

19.1 The Manager shall not cause, permit, or suffer any hazardous substance which is likely to endanger the life of, or cause bodily injury to, any person in the Ice Rink or damage the Ice Rink or surrounding area(s) (collectively, "Hazardous Substances") to be transported, used, stored, maintained, generated, manufactured, handled, released, or discharged on, under, or about the Ice Rink; provided the foregoing provision shall not prohibit the Manager from transporting, storing, and using such Hazardous Substances as are necessary for the Manager to use the Ice Rink for the purposed permitted hereunder so long as: (i) all such Hazardous Substances are maintained only in such quantities as are reasonably necessary; (ii) the Manager complies with all Applicable Law governing the transportation, handling, storage, use, and disposal of such Hazardous Substances; (iii) the Manager does not unnecessarily dispose, release, or discharge any Hazardous Substances on, under, or about the Ice Rink; and (iv) all such Hazardous Substances are completely, lawfully, and properly removed by the Manager. If any Hazardous Substances are released, discharged, or disposed of on, under, or about the Ice Rink by the Manager or its agents, contractors, or employees in violation of this Article 19, then the Manager shall remove, remediate, monitor, and abate such Hazardous Substances, at the Manager's sole cost and expense, in compliance with Applicable Law, which obligation shall include performing all necessary testing and preparing any remedial action plan required by any governmental entity. The methodology for such removal, remediation, monitoring, and abatement shall (except in emergencies) be subject to the Authority's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The provisions of this Article 19 shall survive the expiration or termination of this Agreement.

ARTICLE 20.
MISCELLANEOUS

20.1 Survival. All obligations, responsibilities, and liabilities of the Manager or Authority that have not been fully satisfied or discharged shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations theretofore accrued and all indemnification obligations set forth in this Agreement and all of the Manager's covenants concerning the surrender of the Ice Rink.

20.2 Force Majeure. In the event compliance with any of Authority's or the Manager's obligations under this Agreement are rendered impractical or impossible due to strikes, lockouts, labor disputes, embargoes, fire, casualty, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority or other occurrences beyond the reasonable control of the party in question (collectively, "Events of Force Majeure"), then the time for performance of such obligations shall be extended until compliance therewith is again practical or possible; provided in no event shall financial hardship of a party constitute an Event of Force Majeure applicable to said party.

20.3 Successors and Assigns. Each provision of this Agreement shall extend to and shall bind and inure to the benefit not only of Authority and the Manager, but also their respective legal representatives, successors, and assigns; provided, however, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, sublicensing, or subletting contrary to the provisions of this Agreement.

20.4 Notices. All notices and demands required or desired to be given by either party to the other pursuant to this Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided a hard copy is also promptly sent), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, to the addresses provided below:

If to Manager: Michelle Kennedy
Mid-Ice, LLC
501 Broadway
Nashville, TN 37203
Tel: (615) 770-2349
Fax: (615) 770-2151

With copy to: Heidi Bundren
Mid-Ice, LLC
501 Broadway
Nashville, TN 37203
Tel: (615) 770-2255
Fax: (615) 770-2490

If to Authority: Executive Director
The Sports Authority of the
Metropolitan Government of Nashville and Davidson County
720 2nd Avenue South POB 196300
Nashville, TN 37219
Tel: (615) 880-1021

With copy to: Director of Law
The Metropolitan Government of Nashville and Davidson County
Suite 108, Metro Courthouse
Nashville, TN 37219
Tel: (615) 862-6341
Fax: (615) 862-6352

Notices and demands shall be deemed given and served: (i) upon receipt or refusal, if delivered personally; (ii) one (1) business day after sending by facsimile (provided a hard copy is also promptly sent) or after deposit with an overnight courier service; or (iii) five (5) days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

20.5 Severability. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Agreement.

20.6 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, letters, 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 both Authority and the Manager. 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. Either 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. Without limiting Authority's rights under any other provision in this Agreement, it is agreed that no receipt of moneys by Authority from the Manager after the termination in any way of the Term, or of the Manager's right of possession hereunder, or after the giving of any notice, shall reinstate, continue, or extend the Term or affect any notice given to the Manager prior to the receipt of such moneys. Without limiting the Manager's rights under any other provision in this Agreement, it is agreed that no receipt of moneys by the Manager from Authority after the termination in any way of the Term or after the giving of any notice shall reinstate, continue, or extend the Term or affect any notice given to Authority prior to the receipt of such moneys.

20.7 Recordation of Agreement. Authority shall record this Agreement in the Register's Office of Davidson County, at its cost and expense.

20.8 Governing 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, Tennessee. 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 jurisdiction of such courts, or from the execution of judgments resulting therefrom.

20.9 Sovereign Immunity. The Manager acknowledges and agrees that the sovereign immunity of Authority shall not apply to this Manager, nor any subcontractor, agent, employee, or insurer of the Manager. Accordingly, neither the Manager nor any such subcontractor, agent, employee, or insurer shall plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty of the Manager under this Agreement.

20.10 Limitations on Legal Requirements. Notwithstanding anything to the contrary contained herein, the parties hereto hereby acknowledge and agree that the power and authority to adopt, rescind, or amend laws for Nashville and Davidson County resides with the Metropolitan County Council and that nothing contained herein shall (i) in any way obligate the Metropolitan County Council to adopt, rescind, or amend applicable law, or (ii) subject Authority to any liability on account of the Metropolitan County Council's failure to adopt, rescind, or amend any applicable Law.

20.11 Article Headings. The headings of Articles are for convenience only and do not limit, expand, or construe the contents of the Articles.

20.12 Exhibits. Authority and the Manager hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

20.13 Estoppel Certificates. The Manager and Authority agree that they shall, at any time and from time to time upon not less than thirty (30) days' prior request by the other, executed, acknowledge, and deliver to the other, or to such other parties as may be designated by the other, a statement in writing signed by the applicable party certifying to the extent true and ascertainable: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement as modified is in full force and effect and identifying the modifications); (ii) the dates to which all payments and other charges due hereunder have been paid; (iii) that, so far as the applicable party knows, the other party is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; (iv) Manager that, so far as the applicable party knows, there are no offsets or claims to any amounts owed hereunder to such party; (v) that there are no actions, whether voluntary or otherwise, pending against the applicable party under the bankruptcy laws of the United States or any state thereof; and (vi) such other matters as may be reasonably requested by the requesting party.

20.14 Intentionally Left Blank.

20.15 Time of the Essence. Time is of the essence as to this Agreement and all provisions hereof.

20.16 Anti-discrimination Clause. The Manager shall not discriminate on the basis of race, color, political, or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin, or sexual preference/orientation. The Manager shall comply with all applicable laws pertaining to discrimination in employment, unlawful employment practices, and affirmative action.

20.17 Remedies Cumulative. No reference to any specific right or remedy shall preclude either 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.

20.18 Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between Authority and the Manager. It is agreed that all persons provided by the Manager to perform the obligations of the Manager contemplated hereby are not employees or agents of Authority. The Manager acknowledges that the Manager's employees and agents shall not, by reason of this Agreement or by reason of the performance of any services in connection with the satisfaction of the Manager's obligations hereunder, be considered employees of, or entitled to any employee benefits of, Authority.

20.19 Accord and Satisfaction. Neither the acceptance by either party of a lesser amount than any amount herein required to be paid, nor any endorsement or statement on a check or an instrument accompanying any payment shall be deemed an accord and satisfaction, and either party may accept any such check or payment without prejudicing such party's right to recover all outstanding amounts due under this Agreement and pursue all remedies available hereunder at law or in equity.

20.20 Attornment; Non-Disturbance. In the event the liens of any mortgages, deeds of trust, or indentures are foreclosed for any reason or in the event Authority's rights shall be terminated for any reason such that Authority cannot or will not perform Authority's obligations under this Agreement and any beneficiary or holder (or purchaser of the interests thereof) (the "Successor") succeeds to the interest of Authority under this Agreement, then the Manager shall be bound to such Successor under all of the terms of this Agreement for the balance of the Term remaining with the same force and effect as if such Successor was Authority under this Agreement. Provided the Successor agrees in writing to comply with this Agreement after it becomes a Successor and not to disturb Manager's use of the Arena except in accordance with the terms of this Agreement, the Manager hereby agrees to and does hereby attorn to such Successor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of the parties hereto, or their successors or assigns, immediately upon the Successor succeeding to the interests, rights, and obligations of Authority hereunder.

20.21 Attorneys' Fees. If either Authority or the Manager commences or engages in any legal action against the other party which arises out of or in connection with this Agreement, each party shall be responsible for its own attorneys' fees in connection therewith.

20.22 Interpretation and Construction. 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. The terms defined in Article 1.2 or elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the masculine, feminine, and neuter forms. All references to Articles, Sections, and Paragraphs shall be deemed references to Articles, Sections, and Paragraphs of this Agreement, unless the context requires otherwise. All references herein to Annexes shall be deemed to be references to the Exhibit(s) attached to this Agreement. The terms "Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement as a whole and not to any particular Article, Paragraph, or other portion hereof and include any agreement supplemental hereto.

In Witness Whereof, the parties have executed this Agreement as of the date and year set forth above.

**THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

BY:  _____

TITLE: Chair

BY:  _____

TITLE: SFC

MID-ICE, LLC

BY:  _____

TITLE: COO

Exhibit A
Description of Land



1/L2.03

L2.02

2/L2.03

L2.01

TENNESSEE ONE-CALL SYSTEM



BEFORE YOU DIG CALL
1-800-351-1111

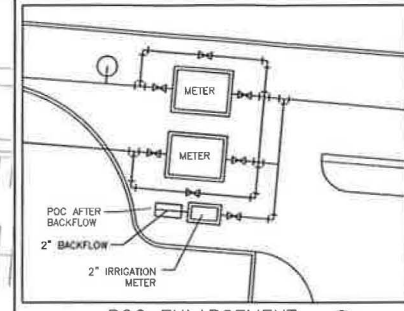
SEE L2.01-L2.03 FOR IRRIGATION PLANS
SEE L2.10 FOR IRRIGATION NOTES AND SCHEDULE
SEE L2.20-L2.21 FOR IRRIGATION DETAILS

THIS MATCH PATTERN
REPRESENTS DRIP
IRRIGATION

POINT OF CONNECTION
SEE ENLARGEMENT THIS
SHEET

EXISTING HALL ACCESS ROAD (PRIVATE)

NOTE:
IRRIGATION MAINLINE ROUTING IS
DIAGRAMMATIC ONLY. CONTRACTOR TO
ROUT ALL MAINLINES AND LATERALS
WITHIN PROPERTY BOUNDARIES AND
THROUGH SLEEVES AND BEDS.



POC ENLARGEMENT

SEE ENLARGEMENT ON UTILITY
SHEET CG-01 FOR WATER
ASSEMBLY.

1"=10'-0"

LIABILITY STATEMENT:

THE PURPOSE OF THIS IRRIGATION PLAN IS TO PROVIDE A PHYSICAL LAYOUT OF IRRIGATION EQUIPMENT TO ASSIST THE CONTRACTOR IN ACCURATELY ESTIMATING THE COSTS TO BID THE SPRINKLER SYSTEM. THE DESIGN INTENT IS TO PROVIDE THE CONTRACTOR WITH A DIAGRAMMATIC LAYOUT OF SPRINKLER EQUIPMENT, WHICH WILL PROVIDE ADEQUATE WATER COVERAGE FOR THE LANDSCAPE MATERIALS WITHIN THE SCOPE OF WORK UNDER THIS CONTRACT. THESE PLANS AND THE MATERIALS SPECIFIED ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE CONTRACTOR. PRIOR TO BIDDING THIS CONTRACT THE CONTRACTOR WILL VERIFY ALL IRRIGATION MATERIAL MODEL NUMBERS, DIMENSIONS, COMPATIBILITY OF COMPONENT ASSEMBLIES, MAINLINE AND ZONE HYDRAULICS, ELECTRICAL COMPONENTS, WIRING, ALL SLEEVES, WATER AND ELECTRICAL SOURCES, PRESSURE AND APPLICABLE SITE CONDITIONS, WHICH MAY ADVERSELY AFFECT EITHER THE COST OR PERFORMANCE OF THIS SPRINKLER SYSTEM. IF A CONFLICT IS FOUND THE CONTRACTOR WILL NOTIFY THE OWNER IN WRITING AND WILL NOT BID THE WORK UNTIL THE OWNER HAS RESOLVED THE CONFLICT AND ISSUED IN WRITING A "NOTICE TO PROCEED". IF A CONFLICT IS FOUND AFTER THE CONTRACT HAS BEEN SIGNED THE CONTRACTOR WILL RESOLVE THE CONFLICT AT HIS OWN EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER. CHANGE ORDERS WILL NOT BE ACCEPTED FROM THE CONTRACTOR TO INCREASE THE CONTRACT AMOUNT AFTER THE CONTRACT HAS BEEN SIGNED FOR THE AREA WITHIN THE SCOPE OF WORK UNDER THIS CONTRACT. SLEWING MAY OR MAY NOT BE SHOWN OR CALLED OUT ON THESE PLANS. IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL SLEEVES NECESSARY WHEREVER THEY MAY BE REQUIRED. THE IRRIGATION MATERIALS USED ON THIS PLAN HAVE BEEN CAREFULLY SELECTED FOR QUALITY, DURABILITY, AND LONGEVITY AND HAVE BEEN HYDRAULICALLY ENGINEERED INTO THIS PROJECT. CONSEQUENTLY THESE MATERIALS ARE NOT SUBJECT TO CHANGE WITHOUT WRITTEN APPROVAL FROM THE OWNER. PRIOR TO STARTING THE WORK THE CONTRACTOR WILL SUBMIT TO THE OWNER A CATALOG CUT SHEET, DESCRIPTION, QUANTITY AND COST OF EACH ITEM TO BE INSTALLED. THE CONTRACTOR WILL NOT START THE WORK UNTIL THE OWNER HAS APPROVED THE MATERIAL LIST AND ISSUED A WRITTEN "NOTICE TO PROCEED". THE CONTRACTOR MAY SUBMIT A WRITTEN REQUEST TO THE OWNER FOR A "MATERIAL SUBSTITUTION" IF A PRODUCT HAS BECOME OBSOLETE OR HAS A LEAD TIME THAT WILL DELAY THE PROJECT. THE CONTRACTOR WILL INCLUDE IN THE "REQUEST FOR MATERIAL SUBSTITUTION" THE COST OF THE ITEM SPECIFIED WITH THE COST OF THE ITEM BEING REQUESTED FOR SUBSTITUTION. IF THE COST OF THE PROPOSED ITEM FOR SUBSTITUTION IS LESS THAN THE ITEM SPECIFIED THE CONTRACTOR WILL DEDUCT THAT AMOUNT FROM THE CONTRACT. IF THE COST OF THE PROPOSED ITEM FOR SUBSTITUTION IS MORE THAN THE ITEM SPECIFIED THE CONTRACTOR MAY SUBSTITUTE THE ITEM AT NO ADDITIONAL EXPENSE OR COST TO THE OWNER. THE INTENT IS, THE CONTRACTOR WILL NOT BE ALLOWED TO MAKE HIGHER PROFITS BY SUBSTITUTING INFERIOR OR LESS EXPENSIVE PRODUCTS. PRIOR TO COMPLETION OF THE WORK THE CONTRACTOR WILL TURNOVER TO THE OWNER ALL "ORIGINAL INVOICES" SO THE OWNER CAN VERIFY THE "DATE OF PURCHASE" TO VALIDATE THE WARRANTY TIME LIMIT. PRODUCTS INSTALLED THAT WERE NOT APPROVED BY THE OWNER OR ON THE ORIGINAL PLANS WILL BE ORDERED REMOVED AND REPLACED AT THE EXPENSE OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FINAL PAYMENT MAY BE WITHHELD UNTIL ALL PRODUCTS SPECIFIED HAVE BEEN PROPERLY INSTALLED.



SCALE: 1" = 40'

LOSE
DESIGN
SPACES FOR LIFE.



BELEVUE COMMUNITY CENTER
AND PREDS ICE CENTER

METRO GENERAL SERVICES

NASHVILLE

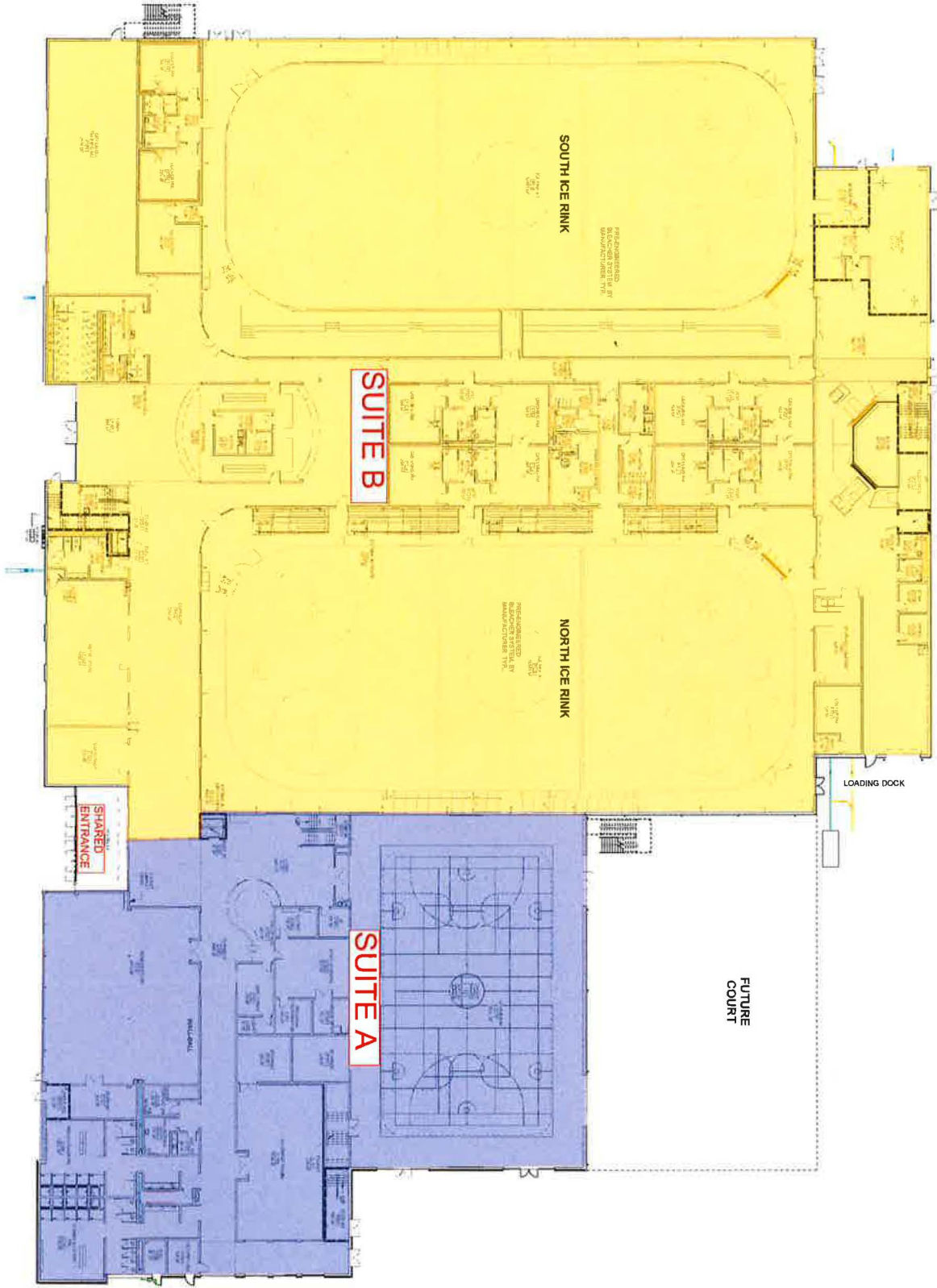
TENNESSEE

NO.	DATE	DESCRIPTION
1	07/20/2018	ISSUED FOR PERMIT REVIEW
2	07/20/2018	REVISIONS
3	07/20/2018	ISSUED FOR PERMIT REVIEW
4	07/20/2018	ISSUED FOR PERMIT REVIEW
5	07/20/2018	ISSUED FOR PERMIT REVIEW

IRRIGATION PLAN
SHEET INDEX

PROJECT NO.	DATE
12288	07/20/2018
DRAWN BY	SCALE
JWS	1"=40'-0"
CHECKED BY	DATE
JS	
SHEET NO.	TOTAL SHEETS
L2.00	

L2.00

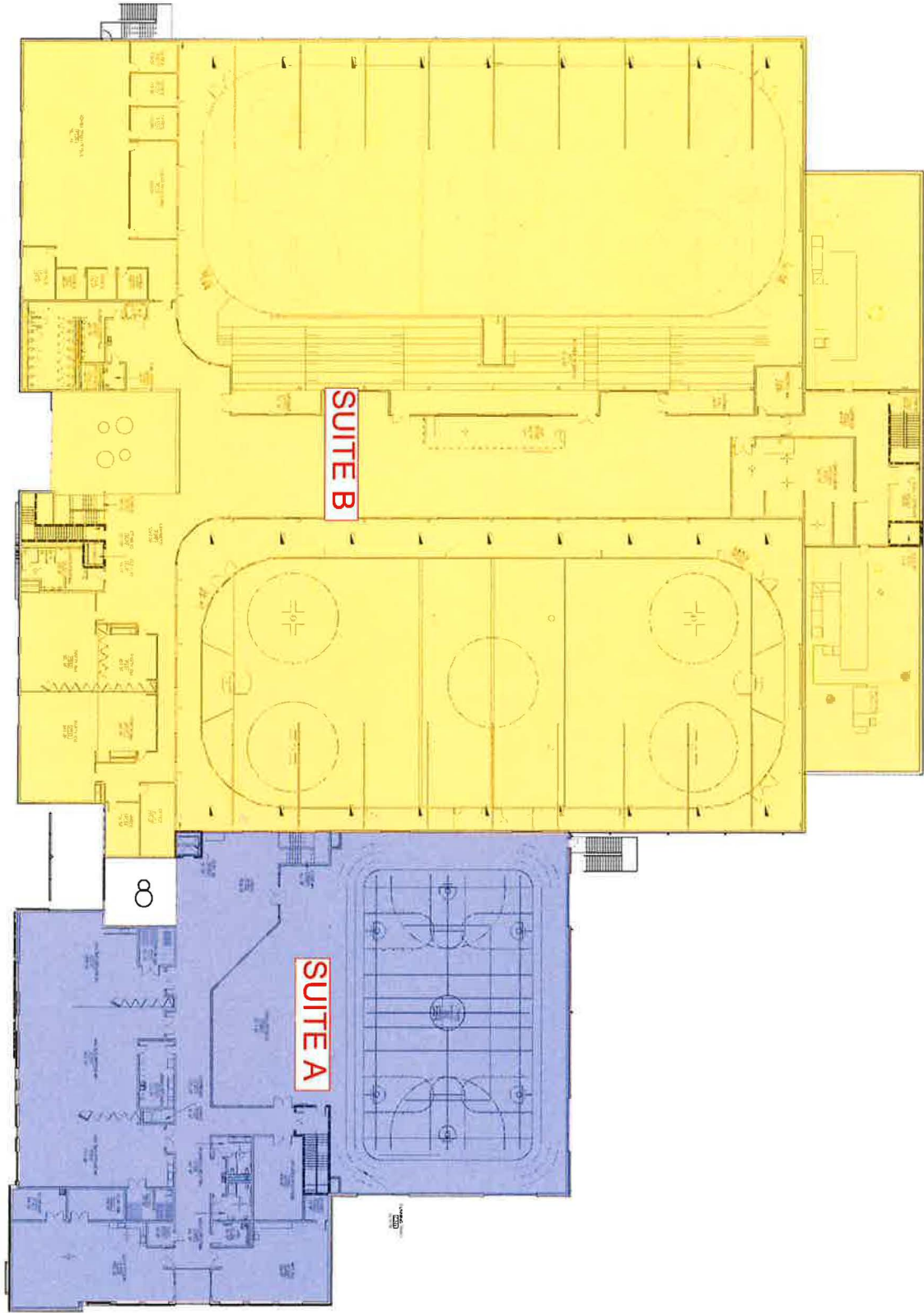


PROJECT NO.	211-2018
DATE	04/12/2018
DRAWN BY	146
CHECKED BY	1-07
SCALE	AS SHOWN
SHEET TITLE OVERALL FIRST FLOOR PLAN	
REVISIONS NO. DESCRIPTION 1. INITIAL DESIGN 2. REVISED PER COMMENTS 3. REVISED PER COMMENTS 4. REVISED PER COMMENTS	

BELLEVUE COMMUNITY CENTER
AND PRED'S ICE CENTER

PREPARED FOR:
METRO GENERAL SERVICES
NASHVILLE, TENNESSEE





**BELLEVUE COMMUNITY CENTER
AND PREDS ICE CENTER**

PREPARED FOR:
METRO GENERAL SERVICES 089
NASHVILLE TENNESSEE



LOSE DESIGN
SPACES FOR LIFE.

PROJECT TITLE	OVERALL SECOND FLOOR PLAN
DATE	12.13.2018
SCALE	1/8" = 1'-0"
DRAWN BY	1728
CHECKED BY	1728
DATE	12.13.2018
PROJECT NO.	089
SHEET NO.	A2.2

Exhibit B
Authority's Equipment

Zambonis	\$ 223,134.21
(2) Zamboni	\$ 215,671.00
(1) Electric Edger	\$ 6,900.00
Oil Filter (4)	\$ 40.25
Blade Bolts (10)	\$ 44.28
Terry Cloth	\$ 101.20
Squeegee	\$ 109.25
Impeller	\$ 225.40
Chain	\$ 42.84
 Signage	 \$ 134,665.56
(4) Backlit Signs - East	\$ 43,185.58
(4) Backlit signs - North	\$ 43,185.58
Main Entrance Sign	\$ 37,562.74
Permits	\$ 460.00
MISC.	\$ 5,750.00
Pred Head - West Wall	\$ 4,521.66
 Concession/ Bar	 \$ 51,736.20
General Services	\$ 28,750.00
Portable Smoker	\$ 4,025.00
Smallwares	\$ 18,961.20
 Office Furniture	 \$ 73,984.10
Office Furniture	\$ 73,409.10
Safe	\$ 575.00
 Merchandise Store build out	 \$ 34,074.50
Skate Sharpener	\$ 20,700.00
Pneumatic Riveter	\$ 5,750.00
Bench Riveter	\$ 1,035.00
Shipping	\$ 2,300.00

Figure Skating Sharpener	\$	4,289.50
Rental Skates	\$	61,079.95
Hockey Skates	\$	30,029.95
Figure Skates	\$	31,050.00
Computer equipment	\$	86,020.00
RMS	\$	27,600.00
Computers (15)	\$	25,875.00
Ipads (2)	\$	920.00
Router	\$	10,350.00
Wireless Router	\$	1,725.00
Server	\$	17,250.00
Printer (2)	\$	2,300.00
Phones	\$	9,200.00
Switch	\$	9,200.00
Sports Equipment	\$	11,500.00
First Aid/AED	\$	5,622.35
(4) AEDs	\$	3,450.00
AED storage boxes (4)	\$	803.85
(1) Training tables	\$	1,368.50
TV's	\$	34,346.05
48" LED TV (18)	\$	11,500.00
55" LED TV (4)	\$	4,600.00
Brackets (22)	\$	5,405.00
Install (22)	\$	1,035.00
DVD/Blue Ray (4)	\$	460.00
Lighting Package	\$	11,346.05
Ice Paint/Paint Equipment	\$	7,837.25
Mixing Tank	\$	-
Boom	\$	894.70
250' of 1" Hose	\$	718.75
Hose Reel	\$	862.50
White Paint	\$	2,318.40
Blue Paint	\$	112.70
Red Paint	\$	112.70
Goal Crease Paint	\$	131.10

Preds Blue	\$	203.55
Ford Blue	\$	67.85
Gold	\$	1,357.00
Center line lay in	\$	770.50
Brushes and tools	\$	287.50
Stanchions	\$	2,160.85
Tensabarrier (20)	\$	2,160.85
Trash Cans	\$	6,668.85
35 Gallon Trash Can (30)	\$	6,668.85
Zambodi Blades	\$	2,162.00
(8) Blades	\$	2,162.00
Operations Radios	\$	10,666.25
Motorola Radios (15)	\$	10,091.25
Charging Base (2)		

FCC Fee \$ 575.00

Operations Hand Tools \$ 18,181.20

Circular saw Blade (10) \$ 114.66
Reciprocating Saw blade (2) \$ 68.93
24" Squeegee (4) \$ 119.51
Snow Shovel (4) \$ 147.06
20 Gal Air Compressor \$ 228.85
Husky Tool Chest \$ 687.70
16' Werner ladder \$ 701.50
8' werner ladder \$ 154.10
Hand Truck \$ 228.85
Pallet Jack \$ 435.85
Wet/Dry Shop Vac \$ 103.50
Dewalt Circular Saw \$ 159.85
dewalt Charger (4) \$ 552.00
Staple Gun (2) \$ 68.93
Dewalt Batteries (4) \$ 455.40
Dewalt Reciprocating Saw \$ 228.85
Tape Measure (2) \$ 34.50
Drill Bit Set \$ 23.00
Cordless drill set (2) \$ 342.70
infrared Thermometer (2) \$ 161.00
Plier Set (2) \$ 46.00
Channellock (2) \$ 49.45
Crescent Wrench (2) \$ 46.00
Screw Driver Set \$ 23.00
Mechanics tool set \$ 228.85
Floor Jack \$ 460.00
MISC \$ 5,750.00
Scissor Lift \$ 6,744.75

Training Equipment \$ 22,234.00

(3) Squat Racks \$ 2,997.00
(3) Treadmills \$ 4,500.00
(3) Exercise Bikes \$ 2,097.00
(3) Bench racks \$ 2,340.00
(2) Free weight Racks \$ 1,248.00
(3) Battle Ropes \$ 687.00
Power Plyo Boxes \$ 130.00
TrX Cables \$ 220.00
(3) Row Machines \$ 3,600.00
Kettle Bells \$ 1,000.00
Weight Set - Plates \$ 3,415.00

Scoreboards	\$ 45,000.00
Eversan Scoreboards (2)	\$ 51,750.00
Contingency (5%)	\$ 51,750.00
Sub Total	\$ 892,023.33
Tax	<u>\$ 82,512.16</u>
Total FFE Budget	<u>\$ 974,535.48</u>

Exhibit C
Reserved

Exhibit D

Rink Development Benefits

The Ice Rink will provide tremendous benefits for the local ice-skating community and beyond. The creation of this facility provides an increase in ice skating related opportunities for local residents and visitors of all skill levels and ages with expanded leagues and classes, while new physical fitness programs geared towards individuals, groups, and corporations will benefit the Davidson County community at large. Tournaments and special events will be hosted at this new centrally-located Ice Rink and will generate area economic development with increase in demand for local lodging, dining, shopping and entertainment, as well as creation of new jobs.

Anticipated recreational opportunities, community involvement, and economic impact to the Davidson County include:

- Monthly Get Out and Learn! (G.O.A.L!) free beginner hockey program to introduce the sport to the families of Davidson County.
 - A projected 800-1200 families with kids ages 5-8 will be introduced to ice hockey for free annually; with significant participation from Davidson County residents.
- Continuing Learn-to-Skate group class series offered to local and surrounding communities.
- Recreational skating opportunities for youth, adults, seniors, and people with disabilities.
 - Adaptive recreation facility to provide sled hockey program (Sled Preds) for disabled individuals, such as Wounded Warriors.
 - Eight hours of ice time per month will be donated for Davidson County non-profit use.
- Home rink area for Metro sporting leagues: Rec Hockey, Nashville Jr. Predators travel hockey, High School, College Club Teams, Adult Hockey, Figure Skating Club, Special Needs Hockey, and Broomhall.
 - Manager, in conjunction with the Nashville Predators, will subsidize and/or provide limited scholarships to Davidson County residents for league participation.
- Academic curriculum for Metro Nashville Area Schools.
 - Elementary and Middle School physical fitness program with an ice skating field trip.
 - High school aged science of hockey curriculum.
- Non-hockey activities, such as figure skating, broomball, and curling.
- Valuable location for the community to gather and socialize: public skate sessions, birthday parties, meeting and conference rooms, group and corporate outings.
 - An average ninety minute public skate can bring 200+ families to the area.
- Annual activities and programs, such as holiday shows, summer camps, festivals, exhibitions, and community events.
- Significant economic impact to area restaurants, hotels, retailers, and entertainment venues from hockey tournaments and figure skating exhibitions.

- Manager, in conjunction with the Nashville Predators, will develop a job placement initiative with Davidson County for co-op, full time, part-time jobs, and job training internship opportunities.

In connection with this Agreement, a value of no more than Fifty Thousand Dollars (\$50,000) of the aforementioned assets, benefits and services will be provided by Manager for Davidson County residents in each Operating Year of the Term which can be provided either at the FIC or the Ice Rink. As provided in Article 5.4 of the Agreement, Manager shall make the Ice Rink and/or FIC (in Manager's discretion) available for Civic Events as provided herein.

Exhibit E
Declaration of Covenants, Restrictions and Easements
For
One Bellevue Place – Civic Tract

When Recorded Return To:
Heather Townsend
National Commercial Services
First American Title Insurance Company
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 764415C

This Instrument Prepared By:
Alexander Ricks PLLC
4601 Park Road, Suite 580
Charlotte, North Carolina 28209
Attn: Jon Goldberg

Davidson County	REL	
Recvd: 08/10/17 14:27		8 pgs
Fees:47.00	Taxes:0.00	
20170810-0082119		

TERMINATION AGREEMENT

~~July~~ ^{August} THIS TERMINATION AGREEMENT ("Termination") is made as of the 9 day of ~~July~~, 2017 ("Effective Date") by BELLEVUE REDEVELOPMENT ASSOCIATES, LP, a Delaware limited partnership ("Bellevue").

RECITALS:

A. As of the Effective Date, Bellevue is the sole owner and holder of fee simple title to certain real property located in Davidson County, Tennessee, which real property is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. The Property is encumbered by that Declaration of Covenants, Restrictions and Easements for Civic Tract – One Bellevue Place dated December 31, 2015, and recorded in the Davidson County Register as Instrument Number 20160105-0000934 (the "Civic Declaration").

C. The Property also is encumbered by certain deed restrictions described in that Quitclaim Deed dated December 31, 2015, and recorded in the Davidson County Register as Instrument Number 20160105-0000935 (collectively, "Restrictions").

D. Bellevue owns Lots 1 (other than the portion thereof shown as Lot 11 on the Resubdivision Plat of Lot 1), 3, 4, 8 and 9 as shown on the Plat. As used herein, (i) "Plat" shall mean the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.; and (ii) "Resubdivision Plat of Lot 1" shall mean that certain plat titled "Resubdivision Plat of Lot 1 One Bellevue Place" of record as Document Number 20161020-0111109 in the Register of Deeds Office for Davidson County, Tennessee.

E. Bellevue desires to terminate the Civic Declaration and Restrictions as of the Effective Date.

NOW, THEREFORE, in consideration of the recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Bellevue hereby declares as follows:

1. The foregoing Recitals are incorporated herein by reference.

2. Bellevue does hereby, effective as of the Effective Date, terminate the Civic Declaration and the Restrictions.

3. This Termination is intended to run with the land and is binding on Bellevue, as the owner of the Property, and all successors and assigns that may own the Property or have an interest therein.

4. As of the Effective Date, none of the Restrictions shall be binding upon the Property and ownership of the Property shall be and hereby is free and clear of the Restrictions and this Termination shall inure for the benefit of the Property and run with the land.

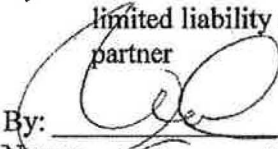
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Bellevue has executed this Termination as of the day and year first above written.

BELLEVUE REDEVELOPMENT ASSOCIATES, LP,

a Delaware limited partnership

By: Branch Retail GP, LLC, a Georgia limited liability company, its general partner

By: 
Name: Terry M. Hampel
Title: Authorized Signatory

STATE OF Georgia)
))
COUNTY OF Fulton)

Before me, a Notary Public in and for said County and State, personally appeared Terry M. Hampel, the Authorized Signatory of Branch Retail GP, LLC, a Georgia limited liability company, general partner of Bellevue Redevelopment Associates, LP, a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Signatory/s/he signed and delivered the said instrument pursuant to authority given by the limited liability company as his/her free and voluntary act, and as the free and voluntary act and deed of the limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 28th day of July, 2017.


Notary Public

My commission expires:
October 24, 2017



IN WITNESS WHEREOF, the undersigned, as the owner of Lot 2 as shown on the Plat, hereby consents to the termination of the Restrictions as of the day and year first above written.

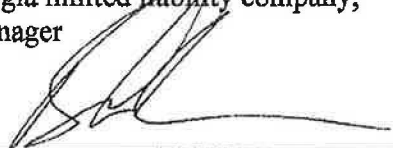
CRESCENT BELLEVUE, LLC,
a Delaware limited liability company

By: Crescent Bellevue Joint Venture, LLC,
a Delaware limited liability company,
its Member

By: Crescent Bellevue Joint Venture Member, LLC,
a Delaware limited liability company,
its Administrative Member

By: Crescent Bellevue Member, LLC,
a Delaware limited liability company
its Managing Member

By: Crescent Communities, LLC,
a Georgia limited liability company,
its Manager

By:  _____ (SEAL)
Name: Benjamin Collins
Title: Senior Vice President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for said County and State, personally appeared Benjamin Collins, a Senior Vice President of Crescent Communities, LLC, a Georgia limited liability company, manager of Crescent Bellevue Member, LLC, a Delaware limited liability company, managing member of Crescent Bellevue Joint Venture Member, LLC, a Delaware limited liability company, administrative member of Crescent Bellevue Joint Venture, LLC, a Delaware limited liability company, a member of Crescent Bellevue, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such BENJAMIN COLLINS s/he signed and delivered the said instrument pursuant to authority given by the limited liability company as his/her free and voluntary act, and as the free and voluntary act and deed of the limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 1st day of AUGUST, 2017.

[Signature]
Notary Public

My commission expires:
2/23/2020



IN WITNESS WHEREOF, the undersigned, as the owner of Lot 11 as shown on the Resubdivision Plat of Lot 1, hereby consents to the termination of the Restrictions as of the day and year first above written.

HARMONY HOSPITALITY, LLC,
a Tennessee limited liability company

By: *[Signature]*
Name: AMIT M PATEL
Title: PRESIDENT

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, a Notary Public in and for said County and State, personally appeared Amit Patel, the president of Harmony Hospitality, LLC, a Tennessee limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president, s/he signed and delivered the said instrument pursuant to authority given by the limited liability company as his/her free and voluntary act, and as the free and voluntary act and deed of the limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 31st day of July, 2017.

Kellie Hurst
Notary Public

My commission expires:
01/06/2020

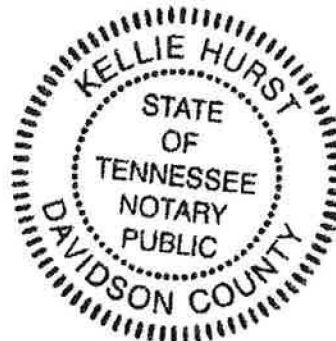


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 3 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

True Copy Certification

I, Heather Townsend, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Townsend
Signature

State of Georgia

County of Fulton

Personally appeared before me, ^{Lynn} Deborah Goodman, a notary public for this county and state, Heather Townsend who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Deborah Lynn Goodman
Notary's Signature

My Commission Expires _____
Notary' Seal (if on Paper)



This Instrument Prepared By:

**Troutman Sanders LLP (J. Goldberg)
301 S. College Street, 34th Floor
Charlotte, NC 28202**

**When Recorded Return To:
Heather Townsend
National Commercial Services
First American Title Insurance Company
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 769760**

Davidson County	DEEDMAST
Recvd: 11/03/16 13:34	34 pgs
Fees:172.00 Taxes:0.00	
20161103-0116535	

**DECLARATION OF
COVENANTS, RESTRICTIONS AND
EASEMENTS
FOR
ONE BELLEVUE PLACE**

**DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
ONE BELLEVUE PLACE**

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR ONE BELLEVUE PLACE (this "Declaration") is dated effective as of October 28, 2016 and made by BELLEVUE REDEVELOPMENT ASSOCIATES, LP, a Delaware limited partnership ("Bellevue").

RECITALS

A. As of the date hereof, Bellevue is the owner of the real property described on Exhibit A attached hereto (the "Property"). The Property is being developed by Bellevue as permitted under applicable local zoning ordinances as a multi-use development that may include (i) a retail area, (ii) office buildings, (iii) a hotel, and (iv) such other uses as may be determined from time to time by Bellevue in accordance with this Declaration.

B. Bellevue desires to preserve the values and amenities of the Property and to this end desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each current and future owner thereof and burden the Property as set forth herein.

DECLARATION

NOW, THEREFORE, for and in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bellevue, by this Declaration, does declare the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges, liens and agreements set forth in this Declaration which shall run with the Property and be binding on all parties owning any right, title or interest in the Property or any part thereof, its heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE 1
GENERAL**

1.1 Definitions. The following words or phrases, when used in this Declaration shall have the following meanings:

(a) "Common Areas" shall mean all areas depicted on the Site Plan and labeled "Common Area". Developer hereby reserves the right to relocate the Common Areas from time to time, and no party may relocate Common Areas without the prior written consent of Developer.

(b) "Declaration" shall mean this Declaration of Covenants, Restrictions and Easements for One Bellevue Place and any amendment or supplement thereto enacted in accordance with the provisions hereof.

(c) "Designated Maintenance Items" shall mean the following items that are located within the Common Areas or within the rights-of-way within the Common Areas

(including property in medians and entrances, but excluding any improvements maintained by the appropriate governmental authority):

(i) Private streets, driveways, roads and alleys, bridges and public streets and roads, if any, to the extent such public streets and roads are not maintained by the appropriate governmental authority.

(ii) Plants (including, but not limited to, trees, "tree save" areas, shrubs, flowers, ground cover and grass).

(iii) Light poles, fixtures, bulbs, traffic signals, wiring and all equipment related to the use thereof.

(iv) Traffic signs, parking signs, directional/wayfinding signs, warning signs, and other guide/informational signs.

(v) Sprinkler and irrigation systems (including water meter vaults and water meters used in connection with such systems).

(vi) Fences, decorative walls, retaining walls, sitting walls, sidewalks, steps and walking paths.

(vii) Outdoor furniture and benches.

(viii) Flag poles, flags, banners and seasonal decorations.

(ix) Signage relating to the operation and identification of the Property.

(x) Sidewalks.

(xi) Storm water drainage lines, detention ponds, drainage easements, water lines, sewer lines and other utility lines and easements and all fixtures related thereto not maintained by the appropriate governmental authority.

(xii) Water Quality Ponds.

(xiii) Lakes, ponds, streams, fountains and other water amenities, including, but not limited to, pumps, pipes, drains, drainage, water and electrical lines, fountain parts, fountain lights or other decorative lighting within a water amenity, water jets, filters, chlorinators, nozzles, weirs, switches and related equipment, easements or housings, gravel, stone or concrete beds, walls, dams and other structural housing for water containment or detention and directional control, swings and gazebos.

(xiv) Entry features, including, without limitation, monument signs, ponds, fountains and landscaping.

Notwithstanding the foregoing, this Declaration imposes no obligation on Developer to construct or install any of the Designated Maintenance Items.

(d) "**Developer**" shall mean Bellevue, and any other successor (each, a "**Successor Developer**") which owns fee simple title to the majority of Lot 1 (as described on Exhibit A

attached hereto) from time to time, including, without limitation, any Mortgagee that acquires title via foreclosure or deed-in-lieu of foreclosure.

(e) "**Hotel Parcel**" shall mean that portion of the Property which is described on Exhibit A-2 attached hereto.

(f) "**Improvements**" shall mean any and all physical structures, facilities, alterations or changes of any type or nature made to or upon any portion of the Property from time to time, including, without limitation, buildings, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, window coverings, signs, utilities, fences, antennae, walls, lawns, screens, landscaping, park areas, berming, hedges, trees, mass plantings, poles, grading changes, plazas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls, grates, fountains, ponds and waterways.

(g) "**Owner**" shall mean each and every person or entity who is a record owner of a fee simple interest in a Parcel. If such Parcel is subject to a condominium, townhouse or other multi-owner regime, the owners' association representing such multi-owner regime, and not individual unit owners, shall be deemed the "Owner" thereof.

(h) "**Parcel**" shall mean a platted lot within the Property. The plural form of this term as used in this Declaration is "**Parcels**."

(i) "**Permittees**" shall mean (i) the Owners, (ii) any person or entity from time to time entitled to the use and occupancy of any portion of a building under an ownership right or any lease, sublease, license, concession, or other similar agreement, and (iii) the respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees of the Owners.

(j) "**Project**" shall mean the Property, together with the Improvements and anticipated Improvements on the Property.

(k) "**Property**" shall have the meaning set forth in the Recitals above.

(l) "**Site Plan**" shall mean the site plan attached hereto as Exhibit A.

(m) "**Subdivision Plat**" shall mean that certain Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

(n) "**Water Quality Ponds**" shall mean that portion of the Property on which are located two "Future Stormwater Quality Ponds" or "Future Bioretention Water Quality Areas" as labeled on the Subdivision Plat or on the plat referenced on Exhibit A-2 attached hereto, or any other ponds located on the Property which Developer expressly permits in writing to be used for storm drainage purposes.

Other terms used in this Declaration are defined in various provisions contained herein.

1.2 Duties of the Developer Except as otherwise provided herein, the Developer shall operate, keep and maintain any Designated Maintenance Items which are installed by or on behalf of Developer and the Common Areas (including Designated Maintenance Items and Common Areas located on an Owner's Parcel) in a first class manner and in a clean and attractive condition at all times, ensuring that the Common Areas comply in all respects with governmental laws, codes, rules and regulations, including those which address fire and human health and safety (except to the extent that any non-compliance is caused by an Owner which is not Developer, in which event such Owner shall bring same into compliance at such Owner's cost and expense).

ARTICLE 2 ASSESSMENTS

2.1 Annual Assessments.

(a) Lots 8 and 9. As to Lots 8 and 9 (as depicted on the Subdivision Plat), commencing on the date that third-party tenants have commenced paying rentals thereunder (the "Outparcel Date"), the Owner of Lots 8 and 9 hereby covenant and agree to pay Developer, or to an independent entity or agency which may be designated by the Developer to receive such monies, a fixed annual fee in an amount equal to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for each fiscal year, per Lot (*i.e.*, the charge for each of Lot 8 and Lot 9 commences at \$2,500.00). Such annual assessment shall be due and payable in twelve (12) equal monthly installments on the first day of each calendar month and shall be delinquent if not paid by the tenth day of such month. Such annual assessment shall increase by the fixed amount of three percent (3%) per annum.

(b) Lot 4. As to Lot 4 (as depicted on the Subdivision Plat), commencing on the date that a final unconditional certificate of occupancy for the first building on Lot 4 has been issued by the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Lot 4 Permit Date"), the Owner of Lot 4 hereby covenants and agrees to pay Developer, or to an independent entity or agency which may be designated by the Developer to receive such monies, a fixed annual fee in an amount to be determined by Developer in an amendment to this Declaration which is placed in the public land records (which amendment shall only require the consent and execution of Developer, notwithstanding any terms in this Declaration to the contrary). Following the conveyance by Developer of all or a portion of Lot 4, Developer may not subsequently amend this Section 2.1(b) without the written consent of the affected Owner(s).

(c) Hotel Parcel. As to the Hotel Parcel, commencing on the earlier of (i) the date that a final unconditional certificate of occupancy for the first building on the Hotel Parcel has been issued by the Metropolitan Government of Nashville and Davidson County, Tennessee or (ii) the date on which the Hotel Parcel commences business operations, the Owner of the Hotel Parcel hereby covenants and agrees to pay Developer, or to an independent entity or agency which may be designated by the Developer to receive such monies, a fixed annual fee in an amount equal to \$10,000.00 for each fiscal year. Such annual assessment shall be due and payable in twelve (12) equal monthly installments on the first day of each calendar month and shall be delinquent if not paid by the tenth day of such month. Such annual assessment shall increase by the fixed amount of three percent (3%) per annum.

(d) Lot 10. As to Lot 10 (as described on Exhibit A-3 attached hereto), commencing on the date that vertical construction has commenced on said Lot 10, the Owner of Lot 10 hereby covenants and agrees to pay Developer, or to an independent entity or agency which may be designated by the Developer to receive such monies, a fixed annual fee in an amount equal to

Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) for each fiscal year, per Lot (*i.e.*, the charge for Lot 10 commences at \$3,800.00). Such annual assessment shall be due and payable in twelve (12) equal monthly installments on the first day of each calendar month and shall be delinquent if not paid by the tenth day of such month. Such annual assessment shall increase by the fixed amount of two percent (2%) per annum.

(e) In the event any of the annual assessments are held or administered by an independent entity or agency, such independent entity or agency shall distribute any and all such assessments to Successor Developer promptly upon request of such Successor Developer, and the foregoing language shall be included in any contract or agreement between Developer and any such independent entity or agency.

2.2 Personal Obligation for Payment of Assessments. The annual assessments provided for in Section 2.1 shall be the personal and individual debt of the Owners. No Owner may exempt itself from liability for such assessments.

ARTICLE 3 EASEMENTS

3.1 Access Easement. The Developer does hereby create, grant, convey, and confirm unto the Owner(s) of the Property, their successors, assigns and successors-in-title, and their Permittees, a non-exclusive, perpetual and irrevocable easement for pedestrian and vehicular ingress and egress over and across those portions of the Common Areas now or hereafter developed with driveways, walkways, or roadways for the flow of traffic around buildings for as long as such driveways, walkways and roadways are improved for such purpose. The right and easement granted hereunder shall be appurtenant to and pass with the title to every portion of the Property. Once constructed, the Developer shall manage, maintain, repair, and, when necessary, replace, all such portions of the Common Areas (except to the extent dedicated to a public authority) so that such Common Areas at all times are in good order, condition and repair and in a level and smooth condition, reasonably free of potholes and other defects. Nothing herein permits the Owner(s) of a portion of the Property to park vehicles on any other Owner(s)' portion of the Property without the consent of such Owner and Developer; provided, however, that (i) Owner(s) which own portions of the Property located within Lot 1 (as depicted on the Subdivision Plat), other than the Hotel Parcel, may park vehicles on any other Owner(s)' portion of the Property to the extent located within Lot 1 (other than the Hotel Parcel and Lot 10) and/or Lot 4, (ii) Owner(s) which own portions of the Property located within Lot 4 (as depicted on the Subdivision Plat) may park vehicles on the portion of the Property located within Lot 1 (as depicted on the Subdivision Plat) which is identified as "Permitted Cross Parking Area" on Exhibit A-1 attached hereto and (iii) Owner(s) which own portions of the Property located within Lot 10 (as depicted on the Subdivision Plat) may park vehicles on the portion of the Property located within Lot 1 (as depicted on the Subdivision Plat) which is identified as "Lot 10 Cross Parking Area" on Exhibit A-1 attached hereto.

3.2 Stormwater Easement. The Developer does hereby create, grant, convey and establish on, over, across and through the Property for the benefit of the Owner(s) of the Property, their successors, assigns and successors-in-title, and their Permittees, a non-exclusive, perpetual and irrevocable easement for stormwater drainage over, across and into the Water Quality Ponds, drainage lines and other drainage facilities to be constructed on the Property (the "Stormwater Detention Facilities"). The right and easement granted hereunder shall be appurtenant to and pass with the title to every portion of the Property. The contour, size and location of such Stormwater Detention Facilities may, from time to time, be altered, modified, updated or changed by the Developer; provided, further, that in no event shall the Owner(s) of the Property be deprived (except during periods of construction or maintenance) of the ongoing use of such Stormwater Detention Facilities, and the Owner(s) of the Property shall continue to

have use of such Stormwater Detention Facilities after such alterations, modifications or changes have been undertaken and completed. Once constructed, the Developer shall manage, maintain, repair, and, when necessary, replace, those portions of the Stormwater Detention Facilities located on the Property (except to the extent dedicated to a public authority) so that the Stormwater Detention Facilities are at all times in good order, condition and repair.

3.3 Sanitary Sewer Easement. The Developer does hereby create, grant, convey and establish on, over, across and through the Property for the benefit of the Owner(s) of the Property, their successors, assigns and successors-in-title, and their Permittees, a non-exclusive, perpetual and irrevocable easement to allow the Owner(s) of the Property to use the sanitary sewer lines as shown on the Subdivision Plat (the "Sanitary Sewer System") for transporting water and sewage through the Sanitary Sewer System. The Sanitary Sewer System is depicted on the Subdivision Plat and labeled as "20' Sanitary Sewer Easement" on the Subdivision Plat near the north boundary line of the portion of the Property labeled as Lot 4 on the Subdivision Plat. The right and easement granted hereunder shall be appurtenant to and pass with the title to every portion of the Property. Once constructed, the Developer shall manage, maintain, repair, and, when necessary, replace, the portion of the Sanitary Sewer System located on the Property (except to the extent dedicated to a public authority) so that the Sanitary Sewer System is at all times in good order, condition and repair.

3.4 Common Areas Easement. Subject to any rights of Developer as set forth in this Declaration, the Developer grants to the Owner(s) of the Property, their successors and assigns, and their Permittees, a non-exclusive, perpetual and irrevocable easement of use and enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and pass with the title to every portion of the Property. Notwithstanding the recordation of any map or any other action by the Developer, the Common Areas shall not be considered as dedicated to the use and enjoyment of the general public except to the extent same are actually dedicated by Developer as set forth below. Notwithstanding the foregoing or anything in this Declaration to the contrary, for so long as the Developer owns any portion of the Common Areas, Developer may dedicate portions of the Common Areas to the Metropolitan Government of Nashville and Davidson County, Tennessee, or to any other local, state or federal governmental or quasi-governmental entity; provided, however, that such dedication shall not leave the Property in a non-conforming status with regard to setbacks, zoning or other governmental regulations. The Developer shall be responsible for the upkeep and maintenance of the Common Areas until such time, if ever, as same are dedicated to public authorities as set forth above. The Developer shall maintain the Common Areas at all times in a good, clean and first class condition and state of repair comparable to other mixed-use developments of a similar age and location in the greater Nashville, Tennessee area, in compliance with all laws, rules, regulations, orders and ordinances of any governmental agency exercising jurisdiction over, and in compliance with the provisions of this Declaration; provided, however, that (i) Owner(s) which own portions of the Property located within Lot 1 (as depicted on the Subdivision Plat), other than the Hotel Parcel, may park vehicles on any other Owner(s)' portion of the Property to the extent located within Lot 1 (other than the Hotel Parcel and Lot 10) and/or Lot 4 and (ii) Owner(s) which own portions of the Property located within Lot 4 (as depicted on the Subdivision Plat) may park vehicles on the portion of the Property located within Lot 1 (as depicted on the Subdivision Plat) which is identified as "Permitted Cross Parking Area" on Exhibit A-1 attached hereto.

3.5 Temporary Construction Easement. Developer hereby retains a temporary construction easement over the Property for purposes of (i) grading; (ii) constructing and installing utility lines and other utility facilities; and (iii) otherwise completing site work related to the development of the Property. The easements created under this Section expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide the economical and safe completion of the tasks described in items (i) – (iii) above.

3.6 Certain Exceptions. The Owners acknowledge and agree that there may, from time to time, be street festivals within the Project and that during those festivals certain parts of Project that are developed with driveways, walkways, roadways, or parking areas may not be available to provide access or parking. If such festivals have received the prior written approval of Developer, then during and for twenty-four (24) hours before and twenty-four (24) hours after the occurrence of any festivals, such right of access and parking will be suspended to the extent necessary to accommodate the requirements of such festivals; provided, however, that reasonable access to the Property shall be afforded throughout such times to Permittees of the Property.

ARTICLE 4 CONSTRUCTION

4.1 Temporary Structures and Storage Areas. Except during any reasonable time period as is necessary for the completion of construction of such Improvements or for the repair, restoration or reconstruction of such Improvements as permitted under Article 8, no partially completed Improvements or other structures of a temporary nature shall be permitted to exist on any portion of the Property.

4.2 Diligent Construction. All construction, landscaping or other work that has been commenced on any portion of the Property must be continued with reasonable diligence to completion in accordance with the provisions of this Article 4.

4.3 Performance of Construction. Every contractor and subcontractor constructing Improvements within the Property shall, consistent with best construction practices for a first-class development, keep all portions of its portion of the Property free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris that is occasioned by construction of Improvements or take other measures consistent with best construction practices for a first-class development necessary to keep its portion of the Property free of garbage, trash or other debris that is occasioned by the construction of the Owner's Improvements. Any trash or construction debris caused by the activities of such Owner or Owner's contractors, subcontractors or agents shall be promptly removed from any streets, sidewalks, walkways or other portions of the Property outside the Parcel or within the Common Area. Any portable bathrooms or port-o-johns shall be reasonably screened. The Owner of each portion of the Property shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris that is occasioned by construction of Improvements. Any trucks, construction equipment or machinery used by such Owner or such Owner's contractors, subcontractors or agents during any such period of construction shall be parked only within the boundaries of such Owner's Parcel, and any construction vehicles and traffic must follow the routes that may be designated by the Operator for construction traffic. All construction materials within a temporary staging and/or storage area must be located wholly within such Owner's Parcel, at a location that will not unreasonably interfere with vehicle and pedestrian circulation. Any damage to the street, curb or sidewalk or to any part of any Common Area or utility system caused by an Owner or Owner's contractors, subcontractors or agents shall be repaired by such responsible Owner.

4.4 Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires. Unless otherwise required by the applicable public utility, transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear of the Improvements constructed on the Property or located elsewhere on such portion of the Property provided they are adequately screened from view of the public.

4.5 Landscaping. Each Owner shall install on its Parcel landscaping for all surface parking lots, buffer areas, and parking lot perimeters, and foundation plantings around buildings, all in compliance with the terms of this Declaration, its approved site plan, and applicable ordinances of the Metropolitan

Government of Nashville and Davidson County, Tennessee. Any areas not covered by buildings, parking lots or other paved areas, including buffer strips and other undeveloped land areas, shall be landscaped with trees, shrubs, ground covers, or irrigated lawn areas in a uniform manner.

4.6 Sediment Control. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, temporary sediment traps, diversion ditches, storm water inlet protection or retention pond and temporary seeding, to the extent deemed reasonably necessary, shall be installed by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Parcel in question in accordance with all governmental requirements. All sediment control measures located on any Parcel must be regularly cleaned out and maintained by each Owner of such Parcel until such portion of the Property has been permanently stabilized with respect to soil erosion.

4.7 Construction Restrictions and Standards. Any Owner performing, or causing to be performed, construction work on a Parcel must perform, or cause to be performed, such work in a good, workmanlike, safe, expeditious, and diligent manner, in accordance with all legal requirements, and use reasonably prudent methods so as to minimize any disruption or inconvenience caused by such work to the other improved portions of the Project and to the other Owners and their Permittees. With respect to any alterations or betterments other than the initial Improvements to be located on any Parcel, any construction zone and staging area shall only be as large as is reasonably necessary and the size thereof shall be reduced to the extent practical during the construction period. The person or entity performing such work must use appropriate methods customarily utilized in order to control dust, noise, and other deleterious effects of such work in a populated or densely developed area. The Owner of the Parcel upon which such work is conducted must repair at its own cost and expense any and all damage caused by such work. Effective on and after the date the "Sprouts" grocery store located on the Property is open for business, (a) during the course of construction at the Project, no construction vehicles shall be allowed to access the Project utilizing the two entrances closest to the shopping center to be located on the Property and located on US 70 South or to travel on the internal drive lanes within the Property and (b) all construction related traffic shall access the Property from Sawyer Brown Road.

4.8 Plan Approval. The initial construction plans for any Improvements on the Property, together with any subsequent exterior alterations thereto, shall be subject to the prior written consent of Developer, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE 5 MAINTENANCE OF PARCELS

5.1 Duty of Maintenance. Except to the extent that such maintenance is an obligation of the Developer as provided elsewhere herein, each Owner at its sole expense is responsible for (a) keeping its Parcel and all Improvements located thereon in a well-planned, clean, and attractive condition at all times, consistent with the first-class nature of the Project, which obligation, includes, but is not limited to: disposal of litter, lawn mowing, tree and shrub pruning; watering; replacement of landscaping; regular sweeping or washing, or both, as required, of all pavement areas; and striping of parking areas, (b) ensuring that its Parcel complies in all respects with all governmental laws, codes, rules and regulations, including those which address fire and human health and safety and (c) maintaining and repairing any underground and above ground lines, equipment and facilities for the delivery of utility services, which includes, but is not limited to, storm water, sanitary sewer, water (fire and domestic), sprinkler and irrigation, gas, electrical, cable television, telephone and other communication lines located on such Owner's Parcel which exclusively serve such Parcel, unless the same is otherwise maintained by a public utility company and/or governmental authority having jurisdiction.

**ARTICLE 6
INSURANCE**

6.1 Basic Owner Insurance Requirements. Each Owner must carry for its Parcel or, if a third party is the occupant any Parcel of the Property, may cause such occupant to carry the following insurance:

(a) Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence;

(b) Workers' compensation as required by any applicable law or regulation and employer's liability insurance in the amount of \$1,000,000 for each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease; and

(c) Automobile Liability Insurance for owned, hired and non-owned automobiles with limits of liability that shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

6.2 Property Insurance. Effective upon the commencement of construction of any building on its Parcel and so long as such building exists, an Owner shall carry, or cause to be carried, property insurance with "Special Form" coverage, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations).

**ARTICLE 7
INDEMNITY**

To the fullest extent permitted by law, each Owner agrees to defend, protect, indemnify and hold harmless each other Owner and Developer from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any person located on the Parcel owned by each indemnifying Owner to the extent arising from the negligence or misconduct of such Owner; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Owner, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

**ARTICLE 8
CASUALTY AND CONDEMNATION**

8.1 Casualty. In the event any Improvements located on any Parcel (other than Common Areas located on any Parcel) are damaged or destroyed by fire or other casualty, the Owner of such Parcel must, within a reasonable period of time not to exceed ninety (90) days, either (a) contract to repair, restore and rebuild such Improvements and cause such buildings situated on such Parcel to be repaired, restored and rebuilt to their prior condition in a diligent manner and complete such repair, restoration, or rebuilding within the Required Time Period (as defined below), or (b) in the event the Owner of the affected Parcel determines not to repair, restore or rebuild such damaged or destroyed buildings or fails to complete such repair, restoration, or rebuilding within the Required Time Period, such Owner must, within sixty (60) days after the expiration of such ninety (90)-day period (if the Owner elects not to repair, restore, or rebuild) or the expiration of the Required Time Period (under all other circumstances)

raze all of the damaged Improvements on its Parcel, clear its Parcel of all debris resulting from such razing, and seed or sod the razed portion of the Parcel with grass. Notwithstanding the foregoing, the Owner of such Parcel must repair, restore, and rebuild all streetscapes, pedestrian walkways, and other linkages to the remainder of the Project which were damaged or destroyed as a result of such casualty within what would have been the Required Time Period had such Owner elected to repair, restore, and rebuild. The Required Time Periods for partial damage or destruction of the Improvements on a Parcel are one hundred eighty (180) days and for complete destruction of the Improvements on a Parcel are two hundred seventy (270) days.

8.2 Condemnation. The Owner of any Parcel taken by condemnation or eminent domain must promptly repair, restore, and rebuild the remaining portion of such Parcel (other than Common Areas located on any Parcel) as nearly as possible in the circumstances to the condition which existed prior to such condemnation or eminent domain without contribution from any other Owner; provided, however, in the event the Owner of such Parcel determines that it is no longer feasible to conduct business within the Improvements on such partially-condemned Parcel (which determination cannot be made arbitrarily), such Owner must raze any remaining Improvements on such partially condemned Parcel, clear such Parcel of all debris, and seed or sod such Parcel with grass. If an Owner elects to raze the Improvements, then the Owner must do so within ninety (90) days after the date of such taking (defined as the day title is actually transferred) and if the Owner does not do so within such time period, the Owner will be deemed to have elected to repair and restore. Notwithstanding the foregoing, such Owner must repair, restore, and rebuild all streetscapes, pedestrian walkways, and other linkages to the remainder of the Project which were affected by such taking. Any repair, restoration, or rebuilding (whether of all Improvements or pursuant to the terms of the immediately-preceding sentence) must be completed within one hundred eighty (180) days after the date of such taking. Any award of compensation or damages (whether obtained by agreement or by judgment, verdict or order in a legal proceeding) resulting from the taking of any Parcel, or any portion of a Parcel, by exercise of right of condemnation or eminent domain by any governmental authority or other public or quasi-governmental authority must be distributed in accordance with the terms of the agreement, or the judgment, verdict or order made in the proceedings concerning such taking. In the event of any sale of any Parcel, or any portion thereof, under threat of condemnation or eminent domain, such Parcel, or applicable portion of such Parcel, will for all purposes be deemed to have been "taken" as that term is used in this Section 8.2, and the net amount of the price received for such Parcel after deduction of the expenses of the sale borne by the Owner of the Parcel taken will be deemed to constitute an "award" as that term is used in this Section 8.2. However, nothing contained in this Section 8.2 entitles any Owner to share in any award made to any other Owner whose Parcel, or portion of a Parcel, is taken, other than as provided above and to the extent an award is made for the interest of such Owner created by this Declaration in the Parcel taken.

ARTICLE 9 PROHIBITED USES AND RESTRICTIONS

9.1 General. No use shall be permitted on any portion of the Project which is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the Metropolitan Government of Nashville and Davidson County, Tennessee or other controlling public authority. Each Owner or other user of any portion of the Project shall comply at all times in every respect with this Declaration, and any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Project, specifically including, but not limited to, the zoning restrictions of the Metropolitan Government of Nashville and Davidson County, Tennessee applicable thereto as they exist from time to time. In the event a conflict exists between any such public requirement and any requirement of this Declaration, the more restrictive requirement shall prevail. Where a governmental requirement does not

clearly conflict with the provisions of this Declaration, but permits action that is different from that required by this Declaration, the provisions of this Declaration shall prevail. All portions of the Project shall be developed in accordance with this Declaration.

9.2 Prohibited Uses. Certain uses are prohibited throughout the Property, subject to and as more particularly set forth on Exhibit B attached hereto. No Owner may use all or any part of its Parcel for any use listed in Exhibit B attached hereto which uses are collectively defined herein as the "**Prohibited Uses**". The Prohibited Uses shall be prohibited so long as this Declaration is in full force and effect, except as set forth on Exhibit B attached hereto.

9.3 Hotel Provisions.

(a) Generally. The development and use of the Hotel Parcel shall be restricted to a lodging facility with not fewer than 100 rooms under the trade name and business style approved by Developer in writing (the "**Required Hotel Use**"). No other use is permitted on the Hotel Parcel.

(b) Repurchase Rights.

(i) Construction Commencement/Completion. In the event that the Owner of the Hotel Parcel has not commenced construction of the hotel on the Hotel Parcel or is not diligently working to complete such construction by the first anniversary of the date hereof (the "**Repurchase Right Trigger Date**"), Developer may, at its option, upon written notice to such Owner delivered at any time after the Repurchase Right Trigger Date and prior to completion of construction on the Hotel Parcel, exercise the option set forth herein to repurchase the Hotel Parcel from such Owner at the same price as the Hotel Parcel was purchased by such Owner as stated in the closing disbursement statement from the closing thereof. The re-conveyance of the Hotel Parcel to Developer shall be by special warranty deed, reasonably acceptable to Developer, free and clear of any liens or encumbrances placed or suffered thereon by the Owner of the Hotel Parcel or its successors or assigns, which deed shall be delivered concurrent with the payment by Developer to such Owner of such purchase price through a deed and money escrow established with Escrow Agent for such purpose. For purposes of this Section 9.3(b), construction shall be deemed to have commenced upon the installation of the first footings for the first building on the Hotel Parcel pursuant to a properly issued building permit.

(ii) Right of First Refusal. Developer shall have an ongoing right of first refusal to purchase the Hotel Parcel, as more particularly described on Exhibit C attached hereto.

(c) Required Opening/Operations. The Owner of the Hotel Parcel shall open for business for the Required Hotel Use within 15 months following the date hereof (the "**Hotel Opening Deadline**") and shall thereafter use and occupy the Hotel Parcel continuously and uninterruptedly for the Required Hotel Use, except when prevented from so doing by casualty.

(d) Flag. Unless otherwise approved by Developer, the Owner of the Hotel Parcel shall conduct business on the Hotel Parcel only in the brand ("flag") name approved in advance by Developer.

(e) Additional Restricted Use. For so long as that certain Lease between Bellevue Redevelopment Associates, LP, as landlord, and PetsMart, Inc., as tenant, remains in effect, the Hotel Parcel shall not be used for the retail sale of one or more of the following: (a) pets (including, but not limited to, fish, birds, reptiles, dogs, cats and other small animals); (b) pet food, pet accessories and other products relating to pets and animals; and (c) services related to

pets and animals, such as grooming, boarding, pet day care, animal training and obedience classes, pet adoption and veterinary services.

9.4 Hotel Property Use Restriction. The development and use of the Property shall be restricted to retail buildings, office buildings, hotels, open space and common areas and any and all other uses that may be permitted by applicable law, except as set forth on Exhibit B attached hereto; provided, however:

(a) For a period of four (4) years following the date hereof no Owner of the portion of the Property identified as "Moratorium Area" on the Site Plan may use all or any part of the Moratorium Area as a lodging facility. The foregoing notwithstanding, at any time after such four (4) year period, if any Owner(s) of the Moratorium Area seeks to market for sale or develop any portion of the Moratorium Area for a lodging facility, such Owner(s) first shall provide the Owner of the Hotel Parcel an exclusive opportunity, for a period of ten (10) business days, to negotiate with the Owner(s) of the Moratorium Area the purchase of such portion of the Property on which the Owner(s) of the Moratorium Area seek to market for sale or develop or use as a lodging facility. If at the end of such ten (10) business day period, the parties have not reached agreement regarding the purchase and sale of such portion of the Moratorium Area, each in its sole and absolute discretion, then the Owner(s) of the Moratorium Area shall be free to proceed with the marketing for sale or development of such portion of the Moratorium Area for a lodging facility.

(b) In no event shall the portion of the Property identified as "Restricted Hotel Area" on the Site Plan be developed and operated as a lodging facility.

9.5 Obstructions. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered, constructed or planted in, or removed from such areas, without the prior written consent of the Developer.

9.6 Waste; Prohibition Against Dumping. No portion of the Property may be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any portion of the Property except on a temporary basis in sanitary containers. No dumping of trash, garbage, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed on the Common Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Areas. In addition, the following types of activities are prohibited, unless authorized by the Developer or Developer:

- (i) Dumping backfill into Common Areas.
- (ii) Excavating soil from Common Areas.
- (iii) Parking in a Common Area, except as otherwise designed by Developer.
- (iv) Stacking or storing supplies or equipment in the Common Areas.
- (v) Changing site grade so as to cause drainage problems in the Common Areas.
- (vi) Locating temporary construction buildings in the Common Areas.
- (vii) Disposing of toxic or hazardous materials in the Common Areas.

Notwithstanding the provisions of this Section 9.6 the Developer may establish and maintain, from time to time within any Common Area, storage areas for mulch piles, stacked firewood, rocks and other natural materials for the use and benefit of the Common Areas.

9.7 Septic Systems. No on-site septic system or sanitary sewer treatment facility will be permitted on any Parcel.

ARTICLE 10 DEFAULT

10.1 Notice of Default. The occurrence of any one or more of the following events constitutes a material default and breach of this Declaration by the non-performing Owner (the "Defaulting Party"):

(a) The failure to make any payment required to be made hereunder to another Owner or Developer within ten (10) days after the giving of notice by such Owner or Developer, as the case may be, to the Defaulting Party that such payment is due.

(b) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in (a) above, within thirty (30) days after the giving of a notice by another Owner (the "Non-Defaulting Party") or Developer specifying the nature of the default claimed. Notwithstanding the foregoing, if such default cannot reasonably be cured within said 30-day period, then, provided the Defaulting Party notifies the Non-Defaulting Party or Developer, as the case may be, of such claimed inability to cure and the Defaulting Party begins to cure the default within said 30-day period and is diligently pursuing such cure, the Defaulting Party shall be entitled to additional time, not to exceed ninety (90) additional days, to cure such default.

10.2 Right to Cure Default. With respect to any default under Section 10.1(b), any Non-Defaulting Party or Developer may cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party following the expiration of any applicable cure period; provided, however, that if such default constitutes an emergency condition, the Defaulting Party is only entitled to such advance notice as is reasonably possible under the circumstances or, if necessary, no notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party or Developer which issued such notice may enter upon the Parcel of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. If any Non-Defaulting Party or Developer cures a default, the Defaulting Party shall reimburse the Non-Defaulting Party or Developer, as the case may be, for all costs and expenses incurred in connection with such curative action within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made.

10.3 Right to Lien. The cost and expense incurred by Developer to cure a default of the type set forth in Section 10.1(a), plus Interest on all such sums, shall constitute a lien against the Defaulting Party's Parcel. Such lien shall attach and take effect only upon recordation of a claim of lien in the Davidson County Office of the Register by Developer. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State in which the Property is located. The lien shall be subject and subordinate to any mortgage or deed of trust which is of record before the claim of lien is placed of record.

10.4 Additional Remedies. Each Non-Defaulting Party may prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. All of the remedies permitted or available to Developer or an Owner under this Declaration or at law or in equity are cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. If Developer or an Owner brings an action of law or in equity to enforce the terms and provisions of this Declaration, the prevailing Owner (or Developer, as they case may be) as determined by the Court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including appellate proceedings, in addition to any remedy granted.

10.5 Interest. Any time an Owner does not pay any sum payable hereunder to another Owner within five (5) days of the due date, such delinquent Owner must pay interest ("Interest") on such amount from the due date to and including the date such payment is received by the party entitled thereto, at the prime rate, plus three percent (3%). As used herein, "prime rate" means the highest rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates" or similar national publication.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Binding Effect and Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of the Owners of Parcels and their respective legal representatives, heirs, successors and assigns for the maximum period of time permitted by applicable law. By its acceptance of a deed of any Parcel, each Owner automatically agrees that this Declaration is binding as to such Owner and Parcel. The easements created by this Declaration shall continue in perpetuity unless terminated by a document that is executed by all Owners whose Parcels are affected thereby.

11.2 Amendment. Except as otherwise provided in this Declaration, this Declaration may be amended only by an instrument executed by (i) Developer, and (ii) any other Owner whose rights would be materially decreased or obligations materially increased as a result of such amendment.

11.3 Severability. To the extent that any portion of this Declaration is unenforceable or inapplicable for any reason (for example, but without limitation, because it is generally unenforceable or inapplicable or is unenforceable or inapplicable in specific circumstances or in connection with a particular person or entity), this Declaration and the other provisions of this Declaration will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision were not contained in this Declaration (generally or in the specific circumstances in question, as appropriate). Furthermore, to the extent permitted under applicable law, a substitute provision that would be enforceable or applicable and which would achieve the results intended by the unenforceable or inapplicable provision will be deemed substituted into this Declaration (either generally or in the specific circumstances in question, as appropriate).

11.4 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier addressed to Bellevue at its address set forth below, and the same shall be effective upon receipt or refusal, or sent by electronic mail (with a copy sent by one of the other methods specified herein). The initial address of Developer shall be:

To Bellevue:

Bellevue Redevelopment Associates, LP

c/o Branch Properties, LLC
3340 Peachtree Road NE, Suite 600
Atlanta, Georgia 30326
Attn: Jesse Shannon

The address for any other Owner shall be the address set forth on the applicable Davidson County, Tennessee ad valorem tax bill.

Upon at least ten (10) days' prior written notice, a party shall have the right to change its address to any other address.

11.5 Mortgagee's Rights. An Owner must send simultaneous copies of any notices of default relating to a particular Parcel to the mortgagee of such Parcel as long as such Owner has previously received a request to do so from such mortgagee together with a specific address to which such notices must be sent. The mortgagee will be given thirty (30) days from the date of such notice in which to cure such default should it so elect; provided, however, if such default results, or could result, in any imminent danger to any portion of the Project or to any person, then the cure period specified above will be decreased to ten (10) days.

11.6 Estoppel. Each Owner (the "Requesting Owner") shall, from time to time, within ten (10) business days after receipt of written request from the other Owner (the "Responding Owner"), execute, acknowledge and deliver to the Requesting Owner or to any existing or prospective purchaser or mortgagee designated by the Requesting Owner, a certificate (the "Estoppel Certificate") stating, to the extent applicable:

(a) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

(b) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the Requesting Owner and, if so, specifying the nature and extent thereof;

(c) the nature and extent of any set-offs, claims, counterclaims, and/or defenses then being asserted or capable of being asserted after giving the notice, if any, required hereunder or otherwise known by the Responding Owner against the enforcement of the Requesting Owner's obligations hereunder;

(d) the total amount of all sums owed hereunder and all liens being asserted or capable of being asserted after giving notice, if any, required hereunder under the provisions of this Declaration describing the applicable provision or provisions and the details of any such lien claim;

(e) the current address or addresses to which notices given to Responding Owner are to be mailed; and

(f) such other facts or conclusions as may be reasonably requested.

11.7 No Merger. Unless otherwise clearly indicated to the contrary in a written, recorded document executed by all then current Owners, in no event will there be a merger of the dominant and servant tenements in the Parcels by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead the easements and servitudes created

pursuant to the terms of this Declaration will not be extinguished by such vesting in common ownership and the dominant and servient tenements will be kept separate.

11.8 Owner's Obligation to Ensure Compliance. Although an Owner may impose upon a third party (usually, a tenant) the obligation to comply with and perform the duties of the Owner under this Declaration, such imposition does not free the Owner from the obligation to comply with and perform the duties of the Owner under this Declaration, which obligation continues to rest fully and completely with the Owner.

11.9 No Joint Venture or Partnership. None of the terms or provisions contained in this Declaration creates, or can be deemed to create, a partnership between or among the Owners in their respective businesses, or otherwise, nor can this Declaration cause the Owners to be considered joint venturers or members of any joint enterprise or association or render any of said Owners liable for the debts or obligations of any other of said Owners.

11.10 No Public Dedication. Nothing in this Declaration can be deemed to be a gift or dedication of any portion of the Project, or of any Parcel, or any portion of the Project or a Parcel, to the general public, for the general public or for any public use or purpose whatsoever, it being the intent that this Declaration be strictly limited to and for the purposes herein expressed for the development, maintenance and operation of a private real estate development on private property solely for the benefit of the Owners, except that certain easements and rights-of-way within the Project have been so dedicated by separate documents and may in the future be dedicated by separate documents.

11.11 Force Majeure. Whenever performance is required of any Owner under this Declaration, that Owner must use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance is delayed or prevented at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or any other cause beyond the reasonable control of an Owner obligated to perform hereunder (financial inability, imprudent management, failure to meet the obligation to carry insurance, or negligence excepted), then the time for performance as herein specified will be appropriately extended by the amount of the delay actually so caused.

11.12 Personal Liability. Notwithstanding anything contained in this Declaration to the contrary, in any action brought to enforce the obligations of any Owner, any money judgment or decree entered in any such action shall, to the extent provided by law, be a lien upon and shall be enforced against and satisfied only out of (i) the proceeds of sale produced upon execution of such judgment and levy thereon against such Owner's interest in its respective Parcel and the Improvements thereon, (ii) the rents, issues or other income receivable from such Owner's Parcel, and (iii) insurance and condemnation proceeds with respect to such Owner's Parcel, and no Owner shall have personal or corporate financial liability for any deficiency; provided, however, and notwithstanding the foregoing to the contrary, the limitations in this Section shall not apply to claims based upon intentional torts (including, without limitation, fraud or misrepresentation) committed by any party; and provided, further, all Owners shall be entitled to obtain equitable relief and personal judgment necessary to implement the relief (as used here, "equitable relief" does not include a claim for damages, even if based on equitable grounds).

Without limiting the generality of the foregoing, Developer and any member, agent, officer, director or employee thereof shall not be liable to any Owner for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration if the mistake, action or failure to act was in good faith and without malice.

11.13 Attorney's Fees. In the event any Owner brings suit against any other Owner concerning any matters provided for herein, the prevailing Owner is entitled to recover from the other Owner reasonable attorneys' fees and costs of court in connection with such suit. As used herein, a "prevailing Owner" includes, without limitation, an Owner who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

11.14 Entire Agreement. This Declaration constitutes the entire agreement and understanding between the Owners and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Declaration other than those expressly herein set forth and any properly entered into amendments of this Declaration.

11.15 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Declaration.

11.16 Number and Gender. Where required for proper interpretation, words in the singular tense includes the plural, and vice versa; the masculine gender includes the neuter and the feminine, and vice versa.

11.17 Applicable Law. This Declaration is to be construed under and in accordance with the laws of the State of Tennessee and the laws of the United States applicable to transactions in Tennessee. All of the obligations contained in this Declaration are performable in Davidson County, Tennessee.

11.18 Enforcement. This Declaration may be enforced by Developer and/or any Owner of the Property, and their respective mortgagees, but none other.

11.19 Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original to the same effect as if all parties hereto had executed the same instrument and all of which shall together constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Bellevue has caused this Declaration to be executed to be effective as of the date first written above.

BELLEVUE:

BELLEVUE REDEVELOPMENT ASSOCIATES, LP, a Delaware limited partnership

By: Branch Retail GP, LLC, a Georgia limited liability company, its general partner

By: *Richard H. Lee*
Name: *Richard H. Lee*
Title: *Authorized Signatory*

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned, a Notary Public, *RICHARD H. LEE*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the *AUTHORIZED SIGNATORY* of Branch Retail GP, LLC, a Georgia limited liability company, and is authorized to execute this instrument on behalf of Bellevue Redevelopment Associates, LP.

WITNESS my hand and Official Seal at office, this 14th day of December, 2016.

Marianne Boggs
Notary Public

My Commission Expires 5-22-18.

[signatures continue on following page]



Signature Page

CONSENT OF MORTGAGEE

BANK OF THE OZARKS is the holder of that certain Deed of Trust, Security Agreement and Fixture Filing on a portion of the property described in the foregoing DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR ONE BELLEVUE PLACE (the "**Declaration**"), said Deed of Trust, Security Agreement and Fixture Filing having been filed as Instrument No. 20160201-0009682 in the Davidson County Public Registry (as amended, the "**Security Instrument**"), and as holder of said Security Instrument, docs hereby consent to the terms, conditions and covenants in the foregoing Declaration and agree that the lien of said Security Instrument is subordinate to and subject to all of the terms, conditions and covenants contained in said Declaration.

In witness whereof, **BANK OF THE OZARKS** has caused this Consent of Mortgagee to be signed in its corporate name by its duly authorized officer.

BANK OF THE OZARKS

By: *[Signature]*
Name: BRANNON HAMBLEN
Title: DIRECTOR OF ASSET MANAGEMENT - RESG

STATE OF Texas

COUNTY OF Dallas

I certify that the following persons personally appeared before me this day, acknowledging to me that they each signed the foregoing document: Brannon Hamblen

[Insert Name of person signing -- not

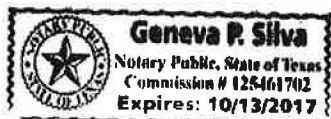
title]

Today's Date: October 26, 2016.

Geneva P. Silva
[Notary's signature as name appears on seal]

Geneva P. Silva
[Notary's printed name as name appears on seal]

My commission expires: 10/13/2017



[Affix Notary Seal in Space Above]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 4, 8 and 9 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) Dated December 11, 2015 and Prepared by Barge, Waggoner, Sumner & Cannon, Inc. as File No. 3333705 and recorded on December 18, 2015, as Document Number 20151218-0127344.

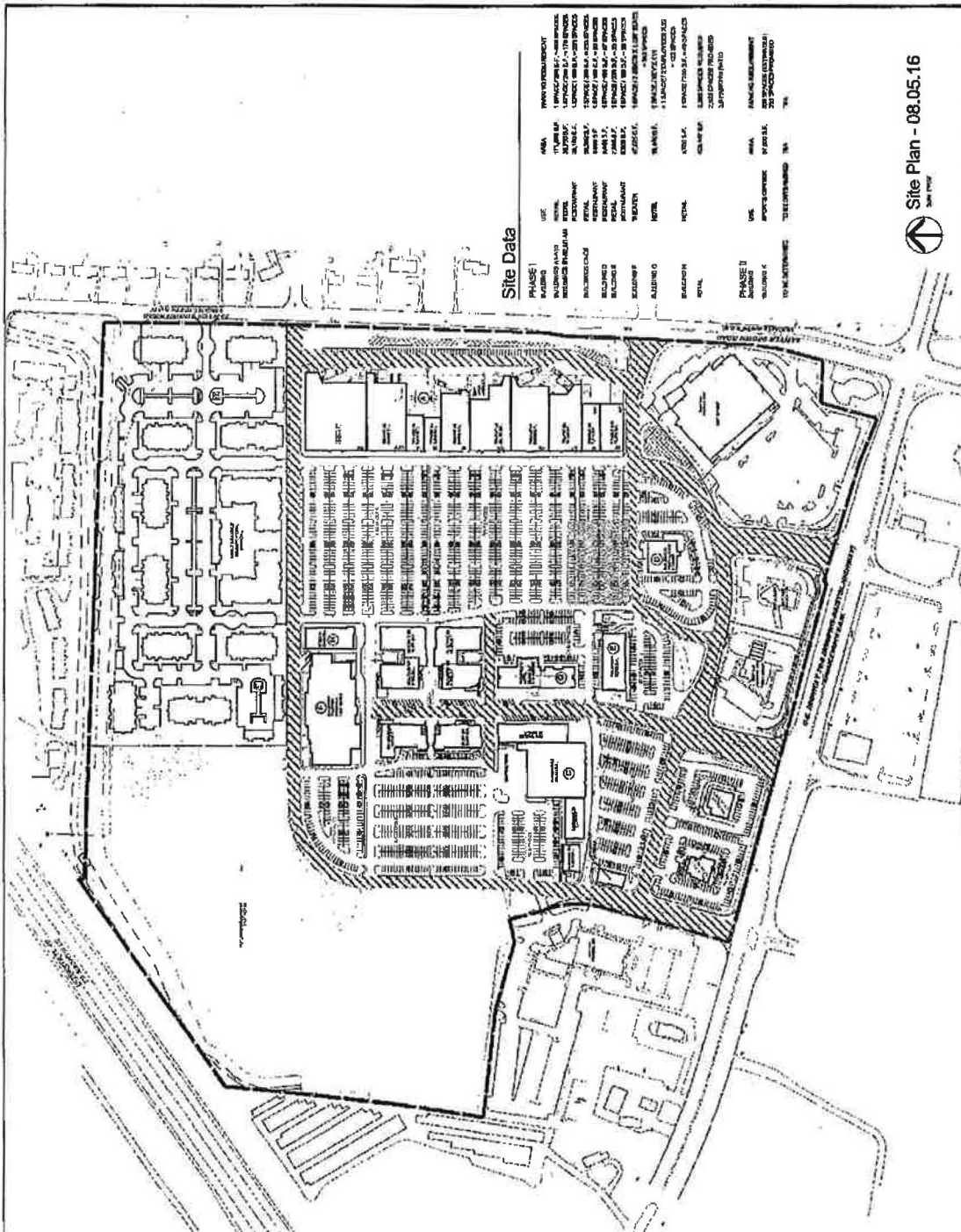
EXHIBIT A-1

SITE PLAN

These maps are not certified surveys and have not been reviewed by a local government agency for compliance with any applicable land development regulations.

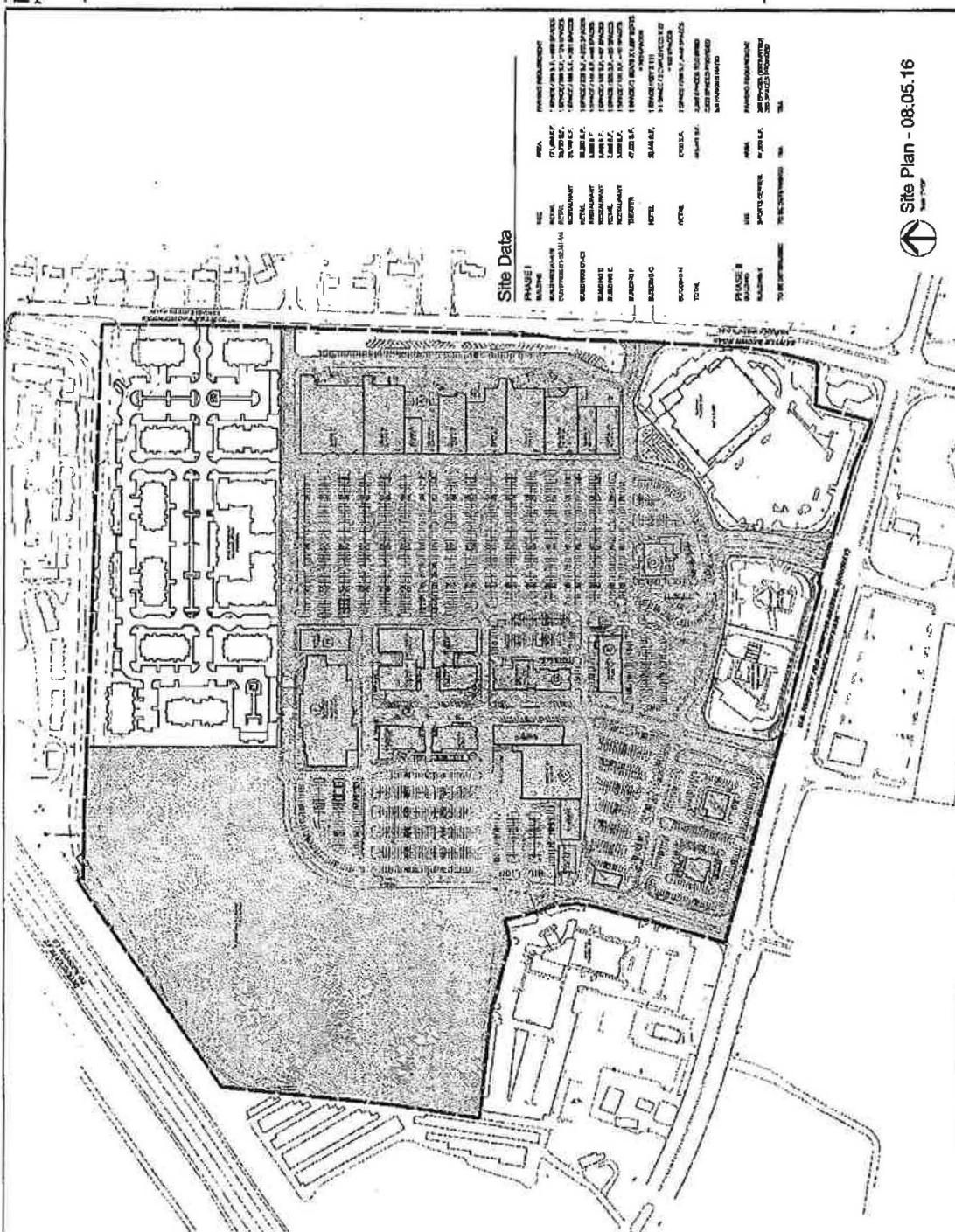
Common Area

LOT 10 CROSS-PARKING AREA



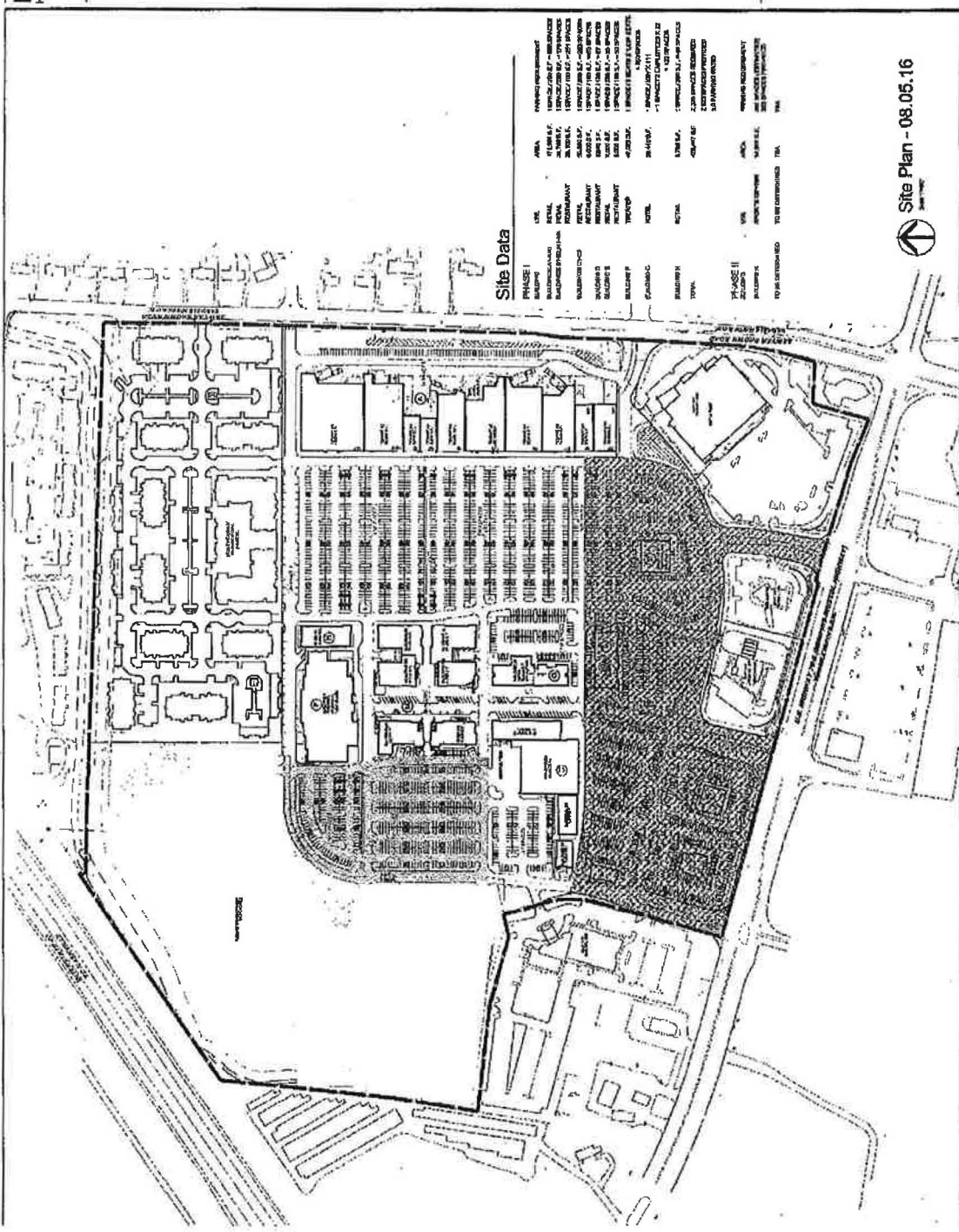
Site Plan - 08.05.16

Moratorium Area



Restricted Hotel Area

Permitted Cross
Parking Area



Site Data

AREA	PHASE I	PHASE II	TOTAL
RESTRICTED HOTEL AREA	1,200,000	1,200,000	2,400,000
PERMITTED CROSS PARKING AREA	100,000	100,000	200,000
OTHER	100,000	100,000	200,000
TOTAL	1,400,000	1,400,000	2,800,000

Site Plan - 08.05.16

EXHIBIT A-2

LEGAL DESCRIPTION OF HOTEL PARCEL

BEING ALL OF THAT PARCEL OF LAND SHOWN AS LOT 11 ON THAT CERTAIN PLAT TITLED "RESUBDIVISION PLAT OF LOT 1 ONE BELLEVUE PLACE" OF RECORD AS DOCUMENT NUMBER 20161020-0111109 IN THE REGISTER OF DEEDS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING PART OF THE PROPERTY CONVEYED TO BELLEVUE REDEVELOPMENT ASSOCIATES, LP, BY DEED FROM BELLEVUE DEVELOPMENT, LLC, OF RECORD IN INSTRUMENT NO. 20160105-0000932, REGISTER OF DEEDS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT A-3

LEGAL DESCRIPTION OF LOT 10

BEING ALL OF THAT PARCEL OF LAND SHOWN AS LOT 10 ON THAT CERTAIN PLAT TITLED "RESUBDIVISION PLAT OF LOT 1 ONE BELLEVUE PLACE" OF RECORD AS DOCUMENT NUMBER 20161020-0111109 IN THE REGISTER OF DEEDS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PROHIBITED USES

1. Massage parlor (provided, this shall not prohibit the offering of therapeutic massages by gyms, spas or retailers such as Massage Envy), adult book store, peep show store, head shop store or any other similar store or club in which a material portion of its inventory includes obscene or pornographic materials (as determined by a court of competent jurisdiction), nude photos, sexual devices, magazines, videos, tapes or objects depicting nudity or sexual activity and other similar items, or any store or club whose activities include the display of partially or totally nude males or females (whether topless or bottomless or otherwise);
2. Establishment displaying or exhibiting illegal drug-related paraphernalia or materials;
3. Dance or music hall, dancing ballroom or establishment, banquet hall, night club or discotheque except as incidental to any occupant's customary business;
4. Training school or educational facility, including, but not limited to, beauty school, barber college, place of instruction, school of any nature, library, reading room or any business catering primarily to students or trainees rather than to customers; provided, however, that this prohibition shall not be applicable to (i) on-site employee training nor be applicable to customer classes for a service sold or offered by the occupant incidental to the conduct of its business at the shopping center located on the Commercial Property; (ii) supplemental education providers such as "Sylvan," "Kumon" or similar tenants operating in a first-class manner; or (iii) Lot 4 as shown on the Subdivision Plat.
5. Public or private nuisance or use emitting obnoxious or offensive odors, sounds or vibrations outside of any building;
6. Gambling facility or operation, including, but not limited to, any so-called "off-track" or sports betting parlor, gaming, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices; provided, however, that this prohibition shall not apply to governmental sponsored gambling activities or charitable gambling activities, including bingo so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;
7. Manufacturing facility, factory or industrial usage, warehouse not incidental to retail sales, processing or rendering plant, operation used primarily as a storage warehouse operation, or any assembling, manufacturing, refining, smelting, agricultural, or mining operation;
8. Central laundry, dry cleaning plant, dry cleaner or laundromat; provided, however, that this prohibition shall not be applicable to nominal supportive facilities or on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Property is located;
9. Selling or leasing automobiles, trucks, trailers, motorcycles, recreational vehicles, boats or other motor vehicles (new or used) but this prohibition shall not prevent such goods from being reasonably displayed by any occupant nor shall this prohibition limit the sale of boats and recreational vehicles from a full-line sporting goods store such as Dick's Sporting Goods, Cabela's, Gander Mountain, West Marine or Bass Pro Shop; (ii) the display of a motorized vehicle where delivery of such vehicle does not occur on premises (such as, for example, showrooms operated by Tesla Motors), (iii) the consumer

leasing of light duty trucks for transport of tools or materials purchasers or rented from a retailer (such as Home Depot or Lowe's), or (iv) the operation of a motorcycle or scooter dealership in Lot 4;

10. Mobile home park, trailer park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

11. On-site drilling for and/or removal of subsurface substance, dumping, disposing, incineration, or reduction of garbage or refuse (exclusive of garbage compactors which shall be screened from public view);

12. Veterinary hospital or animal raising or boarding facility; provided, however, that this prohibition shall not prohibit pet shops and veterinarians from incidentally operation within larger pet supply facilities or businesses;

13. Funeral parlor or mortuary;

14. Auction house or flea market operation;

15. Activities involving the hazardous use of fire or explosives; provided, however, that this shall not prohibit the exhibition of fireworks at the Project, on special occasions only, by qualified fireworks handlers.

16. Cinema or theater for the projection, exhibition or broadcast of full-length motion pictures (other than one (1) cinema located on Lot 1);

Following the termination or expiration of the Sprouts Lease, the Developer, at its option, in its sole and absolute discretion, shall have the right to waive from time to time the prohibited uses set forth in Items 17-30 below for one (1) or more Parcels.

17. Other than the premises occupied by SFM, LLC (currently d/b/a Sprouts Farmers Market) and its successors and assigns, the operation, sale, rental or distribution, either singly or in any combination, of any of the following activities and/or merchandise: (i) the operation of a grocery store, meat or seafood market or produce market, or the sale of any such items; (ii) the sale of vitamins and supplements, ethnic foods, natural and health food, pet food, and ice cream; (iii) the sale of natural cosmetics, natural health and beauty products; (iv) the sale of packaged beer and wine for off-premises consumption; (v) the operation of a full service bakery; and (vi) the operation of an over-the-counter delicatessen offering sliced or butchered meats and cheeses for off-premises consumption (all of which are included in and referred to as "Tenant's Exclusive"), and all other tenants or occupants are prohibited from engaging in Tenant's Exclusive except on an Incidental Basis (defined below), provided that there shall be no exception for the sale of fresh meat, seafood and produce. "Incidental Basis" means the area dedicated to the sale of such items occupies the lesser of: (a) 400 square feet of gross floor area; or (b) 4% of the aggregate retail selling space of the subject premises; provided not more than 4 linear feet of retail selling space shall be dedicated to the display and sale of any one category of ancillary products. The foregoing shall not restrict the following specific uses (to the extent same are otherwise permitted hereunder): (i) restaurant which primarily serves food for on-premises consumption or a coffee shop or sandwich shop such as Starbucks, Panera Bread, Jimmy John Sandwiches, Einstein's Bagels, Puffy Muffin or Subway as they currently operate as of the date hereof; (ii) an ice cream, smoothie, gelato or frozen yogurt shop; (iii) a pick up or delivery outlet (such as a pizza delivery shop or Chinese carry-out) which occupies not more than 2,000 square feet of gross floor area each; (iv) a cosmetic store such as ULTA, Beauty Brands, Sally Beauty as they currently operate as of the date

hereof or similar beauty supply type store, day spa or a salon such as Aveda Salon as they currently operate as of the date hereof; or (v) a full service pharmacy or drug store such as CVS or Walgreens as they currently operate as of the date hereof, or (vi) a pet store or pet supplies store such as PetSmart, Petco or Pet Supplies Plus as they currently operate as of the date hereof, or (vii) or any department store in excess of 40,000 square feet of gross floor area or soft goods anchor in excess of 20,000 square feet of gross floor area such as TJ Maxx or Marshall's, so long as not more than 500 square feet of gross floor area, in aggregate, is used for the display of the foregoing items. In the event SFM, LLC (currently d/b/a Sprouts) assigns its lease with Developer (the "Sprouts Lease"), or sublets its premises to a retail user other than a grocery store, then Tenant's Exclusive set forth above shall cease as of the date such assignee or sublessor opens for business. Further, the foregoing shall (i) not apply to the premises occupied by Sprouts, or its successors, subtenants, and assigns, and (ii) terminate upon the expiration or termination of the Sprouts Lease.

18. Any so-called single price point discount or discount dollar stores (such as Dollar Tree, 99 Cents and More, Family Dollar, Dollar General, or any stores with a similar business plan or similar operation) (a "Dollar Store"); but the foregoing shall not prohibit a Five Below nor shall it encumber those portions of the Property as described in the Sprouts Lease;

19. Car wash, tire store, automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks (except the foregoing shall not apply to Lot 4)

20. Used clothing or thrift store, Salvation Army" or "Goodwill" type store or similar business, or a "second hand" store where principle business is selling used merchandise (other than any jewelry store, any store operated in a similar fashion as Gamestop, Play it Again Sports or Plato's Closet or any other upscale resale boutique);

21. a donation drop-off facility;

22. a "surplus" store or close-out retailer selling under stock or overstock merchandise or liquidation outlet (collectively, a "Surplus Store"), except such use may be located in Lot 4, so long as in the aggregate, there are no more than 2 Surplus Stores and Dollar Stores (as defined in item a. above) within the Project at any given time. Further, for purposes of counting Surplus Stores, so called "off-price" retailers such as DSW, Stein Mart, Ross, Marshalls, TJ Maxx, Nordstrom Rack, Burlington Coat Factory, Macy's Backstage, Christmas Tree Shops, Bealls Outlet, Burkes Outlet and Tuesday Morning and outlet-type stores operated by a national retailer such as Gap Factory shall not be considered Surplus Stores;

23. Amusement center, carnival, virtual reality, laser tag, jump/trampoline facility, game arcade, or a children's recreational facility or play center of any kind, including, but not limited to, concepts such as "Boomerang's," "Funtastic," "Chuck E. Cheese," "Jump Zone" and "Peter Piper Pizza", or other stores operating under similar business plans and operations, provided, such restriction shall not encumber Lot 4 not shall it prohibit the operation of a play or gaming area in a restaurant or movie theatre;

24. Bowling alley, pool hall, or skating rink (except that same shall not be prohibited in Lot 4);

25. Animal raising or storage facility (except incidental to a full-line retail pet supply store to the extent otherwise permitted hereunder);

26. Pawn shop, auction house, flea market, swap meet, or junk yard;

27. Hotels (excluding a hotel located within the Hotel Parcel and up to 2 additional hotels may be located within Lot 4);

28. Church;

29. Gun range or shooting club (provided, this use shall not be prohibited to the extent incidental to a full-line sporting goods store); and

30. Nursing home, old age center, or governmental facility (other than a post office to the extent otherwise permitted hereunder), recruiting center or employment center (provided that the foregoing shall not encumber Lot 4).

EXHIBIT C

RIGHT OF FIRST REFUSAL – HOTEL PARCEL

1. Option to Purchase Hotel Parcel. The Owner of the Hotel Parcel, and its successors and assigns, hereby grants to Developer an ongoing right of first refusal to purchase the Hotel Parcel in accordance with the terms of this Exhibit C (the "ROFR Option").

2. Option Exercise Period. Prior to offering or accepting any third-party offers or arrangements for sale of the Hotel Parcel, the Owner of the Hotel Parcel shall notify Developer in writing (the "ROFR Notice") of such Owner's arms-length discussions for the sale of the Hotel Parcel upon the terms that such Owner is willing to accept from a bona fide third party offeror ("Bona Fide Offer") and setting forth the material terms of the Bona Fide Offer and such other terms as herein provided. Developer shall have ten (10) business days after Developer receives the ROFR Notice in which to notify the Owner of the Hotel Parcel in writing of its election to purchase the Hotel Parcel upon the terms set forth in the ROFR Notice. If Developer declines to exercise the ROFR Option or fails to give such written notice within the time period required, the Owner of the Hotel Parcel shall be free to sell the Hotel Parcel to the bona fide offeror pursuant to the terms set forth in the ROFR Notice for a period of six (6) months, upon which time the Owner of the Hotel Parcel's right to exercise the ROFR Option shall resume.

3. Closing. If Developer shall exercise the ROFR Option, then the closing of the purchase and sale of the Hotel Parcel (the "Hotel Closing") shall be held on or before that date which is sixty (60) days after the date Developer exercises the ROFR Option, as determined by Developer (subject to deferment as set forth in Section 5).

4. Title. The Owner of the Hotel Parcel shall convey marketable title to the Hotel Parcel by good and sufficient special warranty deed in fee simple absolute at the Hotel Closing, free and clear of all liens, security interests, defects, encumbrances, assessments, encroachments, marital rights, reservations, easements, licenses, leases, and restrictions, whatsoever except for: (a) real estate taxes and installments of assessments which are due and payable on or after the date of Hotel Closing; and (b) matters of record approved by Developer.

5. Conditions to Developer's Obligations to Close: Developer's obligations to close the purchase of the Hotel Parcel following Developer's exercise of the ROFR Option are hereby made expressly conditioned upon fulfillment (or waiver by Developer in writing) of the following:

(a) Title Commitment and Insurance: Developer shall have procured a title insurance commitment for the Hotel Parcel satisfactory to Developer in its reasonable discretion.

(b) Same Condition: The Hotel Parcel shall be in substantially the same condition at the Hotel Closing as it was in as of the date of the date of the exercise of the ROFR Option, reasonable wear and tear excepted. No condemnation of the Hotel Parcel shall have occurred and no casualty shall have occurred to the Hotel Parcel which shall remain unrepaired.

(c) Non-Foreign Affidavit: The Owner of the Hotel Parcel shall have executed and delivered to Developer a non-foreign transferor affidavit in form and substance reasonably satisfactory to Developer.

(d) Consents and Approvals: The Owner of the Hotel Parcel shall have delivered to Developer all necessary consents or approvals authorizing such Owner's sale of the Hotel Parcel to

Developer, in form and substance reasonably satisfactory to Developer and Developer's title company.

(e) Title: There shall have been no material change in the title, survey or environmental condition of the Hotel Parcel since the date of the exercise of the ROFR Option.

(f) Lien Affidavits: The Owner of the Hotel Parcel shall have executed and delivered to Developer lien affidavits in standard form warranting and holding Developer and Developer's title insurance company harmless against unpaid laborers', suppliers' and materialmen's liens and other similar statutory liens.

(g) Other Documents: The Owner of the Hotel Parcel shall have executed and delivered to Developer any and all documents and papers that may be customary or reasonably necessary in connection with the purchase and sale of the Hotel Parcel.

In the event that any of the foregoing conditions are not satisfied on or before the date of the Hotel Closing, Developer shall have the option of [i] closing this transaction; [ii] deferring the Hotel Closing until all conditions are satisfied; [iii] notifying the Owner of the Hotel Parcel that all of the conditions have not been satisfied or waived and that, therefore, Developer desires not to close this transaction, in which event all obligations of such Owner and Developer shall be cancelled and terminated (except as to breaches which occurred prior to such termination); or [iv] pursuing any other remedies that Developer may have pursuant to applicable law or at equity.

6. Costs and Prorations. The Owner of the Hotel Parcel and Developer agree that: (a) property taxes shall be pro-rated on a per diem basis based on the most recent tax bill available; and (b) all other revenues and costs shall be pro-rated on a per diem and equitable basis. The Owner of the Hotel Parcel shall pay for preparation of a deed and all other documents necessary to perform such Owner's obligations under this Exhibit C, excise tax (revenue stamps), and the commissions due any brokers claiming by or through such Owner. Developer shall pay all costs of recording, title examination, title insurance, survey and any inspections or investigations undertaken by Developer. Each party shall pay its own attorney's fees.

7. Deliveries. Following the exercise of the ROFR Option, upon request of Developer, the owner of the Hotel Parcel shall promptly deliver to Developer copies of all of the following information related to the Hotel Parcel (whether or not specifically requested by name or other identifier) which are in such Owner's possession or control: property tax information, title abstracts and opinions, title insurance policies, environmental studies and audits, notices from governmental entities or agencies or adjacent or nearby landowners, and all other information, documents, surveys, or studies of or related to the Hotel Parcel.

8. Risk of Loss or Damage. Until the Hotel Closing, the risk of loss or damage to the Hotel Parcel, except as otherwise provided herein, shall be borne by the Owner of the Hotel Parcel.

9. Specific Performance. In the event of a breach of this Exhibit C by the Owner of the Hotel Parcel, Developer shall have, in addition of all other rights provided herein, applicable law, or in equity, the right to specifically enforce the provisions of this Exhibit C (and appropriate injunctive relief may be applied for and granted in connection therewith), it being acknowledged by the Owner of the Hotel Parcel that monetary damages would be an inadequate remedy for breach of this Exhibit C, with the damages resulting from such breach being irreparable and immeasurable. All remedies of Developer hereunder shall be cumulative.

True Copy Certification

I, Heather Townsend, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Townsend
Signature

State of Georgia

County of Fulton

Personally appeared before me, Deborah Lynn Goodman, a notary public for this county and state, Fulton County, Georgia who acknowledges that this Heather Townsend's certification of an electronic document is true and correct and whose signature I have witnessed.

Deborah Lynn Goodman
Notary's Signature

My Commission Expires _____
Notary' Seal (if on paper)



This instrument prepared by:
Jon Goldberg, Esq.
Troutman Sanders
301 S. College
Suite 3400
Charlotte, NC 28202

Davidson County	REST
Recvd: 01/06/16 14:24	27 pgs
Fees:137.00 Taxes:0.00	
20160105-0000934	

**DECLARATION OF
COVENANTS, RESTRICTIONS AND
EASEMENTS
FOR
ONE BELLEVUE PLACE – CIVIC TRACT**

**DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CIVIC TRACT - ONE BELLEVUE PLACE**

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CIVIC TRACT - ONE BELLEVUE PLACE (this "Declaration") is dated effective as of December 31, 2015 and made by BELLEVUE REDEVELOPMENT ASSOCIATES, LP, a Delaware limited partnership ("Bellevue").

RECITALS

A. Bellevue is the owner of the real property legally described in Exhibit A attached hereto and incorporated herein (the "Commercial Property"), which Commercial Property is being developed by Bellevue as permitted under applicable local zoning ordinances as a multi-use development that may include (i) a retail area, (ii) office buildings, (iii) a hotel and (iv) such other uses as may be determined from time to time by Bellevue in accordance with this Declaration.

B. Bellevue is also the owner of the real property legally described in Exhibit B attached hereto and incorporated herein (the "Civic Property"), which Civic Property is being conveyed to Metropolitan Government of Nashville and Davidson County, a municipal corporation and political subdivision of the State of Tennessee ("Metro") on or about the date hereof to be developed as a civic development. The Commercial Property and the Civic Property are referred to herein collectively as the "Property."

C. Bellevue desires to preserve the values and amenities of the Property and to this end desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the Commercial Property and Civic Property and each current and future owner thereof and burden the Commercial Property and the Civic Property as set forth herein.

DECLARATION

NOW, THEREFORE, for and in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, by this Declaration, does declare the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges, liens and agreements set forth in this Declaration which shall run with the Property and be binding on all parties owning any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE 1
GENERAL**

1.1 Definitions. The following words or phrases, when used in this Declaration shall have the following meanings:

(a) “Civic Property” shall mean the land described on Exhibit B attached hereto and incorporated herein, together with the Improvements and anticipated Improvements thereon.

(b) “Commercial Property” means the land described on Exhibit A attached hereto and incorporated herein, together with the Improvements and anticipated Improvements thereon.

(c) “Common Areas” shall mean all areas depicted on the Site Plan and labeled “Common Area”. Developer hereby reserves the right to relocate the Common Areas provided that Developer shall not relocate the Common Areas which are depicted as “No Relocation Areas” on Exhibit A-1 attached hereto without the prior written consent of the Owner of the Civic Property.

(d) “Declaration” shall mean this Declaration of Covenants, Restrictions and Easements for One Bellevue Place – Civic Parcel and any amendment or supplement thereto enacted in accordance with the provisions hereof.

(e) “Designated Maintenance Items” shall mean the following items that are located within the Common Areas or within the rights-of-way within the Common Areas (including property in medians and entrances, but excluding any improvements maintained by the appropriate governmental authority):

(i) Private streets, driveways, roads and alleys, bridges and public streets and roads, if any, to the extent such public streets and roads are not maintained by the appropriate governmental authority.

(ii) Plants (including, but not limited to, trees, “tree save” areas, shrubs, flowers, ground cover and grass).

(iii) Light poles, fixtures, bulbs, traffic signals, wiring and all equipment related to the use thereof.

(iv) Traffic signs, parking signs, directional/wayfinding signs, warning signs, and other guide/informational signs.

(v) Sprinkler and irrigation systems (including water meter vaults and water meters used in connection with such systems).

(vi) Fences, decorative walls, retaining walls, sitting walls, sidewalks, steps and walking paths.

(vii) Outdoor furniture and benches.

(viii) Flag poles, flags, banners and seasonal decorations.

(ix) Signage relating to the operation and identification of the Civic Property that is located on the Commercial Property or the Common Areas.

(x) Sidewalks.

(xi) Storm water drainage lines, detention ponds, drainage easements, water lines, sewer lines and other utility lines and easements and all fixtures related thereto not maintained by the appropriate governmental authority.

(xii) Lakes, ponds, streams, fountains and other water amenities, including, but not limited to, pumps, pipes, drains, drainage, water and electrical lines, fountain parts, fountain lights or other decorative lighting within a water amenity, water jets, filters, chlorinators, nozzles, weirs, switches and related equipment, easements or housings, gravel, stone or concrete beds, walls, dams and other structural housing for water containment or detention and directional control, swings and gazebos.

(xiii) Entry features, including, without limitation, monument signs, ponds, fountains and landscaping.

Notwithstanding the foregoing, this Declaration imposes no obligation on Developer to construct or install any of the Designated Maintenance Items, unless otherwise provided herein.

(f) “Developer” shall mean Bellevue, and any other person or persons (each, a “Successor Developer”) that succeed to the rights, duties, and obligations of Developer hereunder pursuant to a written document or instrument executed by an authorized representative of the Developer and an authorized representative of Successor Developer, which is filed in the Davidson County Office of the Register and which sets forth and outlines the assignment by Developer of its rights and duties hereunder as Developer to the Successor Developer and the assumption by Successor Developer of the obligations of Developer hereunder to the extent arising following the date of such assignment.

(g) “Improvements” shall mean any and all physical structures, facilities, alterations or changes of any type or nature made to or upon any portion of the Property from time to time, including, without limitation, buildings, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, window coverings, signs, utilities, fences, antennae, walls, lawns, screens, landscaping, park areas, berming, hedges, trees, mass plantings, poles, grading changes, plazas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls, grates, fountains, ponds and waterways.

(h) “Owner” shall mean each and every person or entity who is a record owner of a fee simple interest in a Parcel. If such Parcel is subject to a condominium, townhouse or other multi-owner regime, the owners’ association representing such multi-owner regime, and not individual unit owners, shall be deemed the “Owner” thereof.

(i) “Parcel” shall mean a platted lot within the Property. The plural form of this term as used in this Declaration is “Parcels.”

(j) “Permittees” shall mean (i) the Owners, (ii) any person or entity from time to time entitled to the use and occupancy of any portion of a building under an ownership right or any lease, sublease, license, concession, or other similar agreement, and (iii) the respective

officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees of the Owners.

(k) “Project” shall mean the Property, together with the Improvements and anticipated Improvements on the Property.

(l) “Property” shall have the meaning set forth in the Recitals above.

(m) “Site Plan” shall mean the site plan attached hereto as Exhibit C.

(n) Other terms used in this Declaration are defined in various provisions contained herein.

1.2 Duties of the Developer Except as otherwise provided herein, the Developer shall operate, keep and maintain any Designated Maintenance Items which are installed by or on behalf of Developer and the Common Areas in a first class manner and in a clean and attractive condition at all times, ensuring that the Common Areas comply in all respects with governmental laws, codes, rules and regulations, including those which address fire and human health and safety (except to the extent that any non-compliance is caused by an Owner which is not Developer, in which event such Owner shall bring same into compliance at such Owner’s cost and expense).

ARTICLE 2 ASSESSMENTS

2.1 Annual Assessment. Commencing on the date that a building permit has been issued by the City of Nashville or Metro for the construction of any type of improvement on the Civic Property (the “Civic Permit Date”), the Owner of the Civic Property hereby covenants and agrees to pay the Developer, or to an independent entity or agency which may be designated by the Developer to receive such monies, a fixed annual fee in an amount equal to Five Thousand and No/100 Dollars (\$5,000.00) for each fiscal year. Such annual assessment shall be due and payable in twelve (12) equal monthly installments on the first day of each calendar month and shall be delinquent if not paid by the tenth day of such month. Such annual assessment shall increase by the fixed amount of three percent (3%) per annum. Partial years shall be prorated based upon the remaining months in the year from the Civic Permit Date. Notwithstanding the foregoing to the contrary, the terms of this Section 2.1 shall not apply to Metro so long as Metro is the Owner of the Civic Property.

2.2 Personal Obligation for Payment of Assessments. The annual assessments provided for in Section 2.1 shall be the personal and individual debt of the Owners. No Owner may exempt itself from liability for such assessments.

ARTICLE 3 EASEMENTS

3.1 Access Easement. The Developer does hereby create, grant, convey, and confirm unto the Owner of the Civic Property, its successors, assigns and successors-in-title, and their Permittees, for the benefit of the Owner of the Civic Property, its successors, assigns and successors-in-title, and their Permittees, a non-exclusive, perpetual and irrevocable easement for pedestrian and vehicular ingress and egress over and across those portions of the Common Areas now or hereafter developed with driveways, walkways, or roadways for the flow of traffic around buildings for as long

as such driveways, walkways and roadways are improved for such purpose, including, without limitation, a non-exclusive, perpetual and irrevocable easement for pedestrian and vehicular ingress and egress over and across the access roadway (and curb cuts therefor) located in the Commercial Property which is necessary to provide access from Sawyer Brown Road to the Civic Parcel, as depicted on the Site Plan. The right and easement granted hereunder shall be appurtenant to and pass with the title to every portion of the Civic Property. Once constructed, the Developer shall manage, maintain, repair, and, when necessary, replace, all such portions of the Common Areas (except to the extent dedicated to a public authority) so that such Common Areas at all times are in good order, condition and repair and in a level and smooth condition, reasonably free of potholes and other defects. Nothing herein permits the Owner(s) of the Civic Property nor its Permittees to park vehicles in the Common Area or otherwise on the Commercial Property.

3.2 Stormwater Easement. The Developer does hereby create, grant, convey and establish on, over, across and through the Commercial Property for the benefit of the Owner of the Civic Property, its successors, assigns and successors-in-title, and their Permittees, a non-exclusive, perpetual and irrevocable easement for stormwater drainage from the Civic Property over, across and into the drainage lines and other drainage facilities to be constructed on the Commercial Property (the "Stormwater Detention Facilities"). The Stormwater Detention Facilities are depicted on the Site Plan. The right and easement granted hereunder shall be appurtenant to and pass with the title to every portion of the Civic Property. The contour, size and location of such Stormwater Detention Facilities may, from time to time, be altered, modified, updated or changed by the Developer; provided, further, that in no event shall the Owner of the Civic Property be deprived (except during periods of construction or maintenance) of the on-going use of such Stormwater Detention Facilities, and the Owner of the Civic Property shall continue to have use of such Stormwater Detention Facilities after such alterations, modifications or changes have been undertaken and completed. Once constructed, the Developer shall manage, maintain, repair, and, when necessary, replace, the portion of the Stormwater Detention Facilities located on the Commercial Property (except to the extent dedicated to a public authority) so that the Stormwater Detention Facilities are at all times in good order, condition and repair.

3.3 Sanitary Sewer Easement. The Developer does hereby create, grant, convey and establish on, over, across and through the Commercial Property for the benefit of the Owner of the Civic Property, its successors, assigns and successors-in-title, and their Permittees, a non-exclusive, perpetual and irrevocable easement to allow the Owner of the Civic Property to use the sanitary sewer lines as shown on the Site Plan (the "Sanitary Sewer System") for transporting water and sewage through the Sanitary Sewer System. The Sanitary Sewer System is depicted on the Site Plan. The right and easement granted hereunder shall be appurtenant to and pass with the title to every portion of the Civic Property. Once constructed, the Developer shall manage, maintain, repair, and, when necessary, replace, the portion of the Sanitary Sewer System located on the Commercial Property (except to the extent dedicated to a public authority) so that the Sanitary Sewer System is at all times in good order, condition and repair.

3.4 Common Areas Easement. Subject to any rights of Developer as set forth in this Declaration, the Developer grants to the Owner of the Civic Property, its successors and assigns, and their Permittees, for the benefit of the Owner of the Civic Property, its successors and assigns, and their Permittees, a non-exclusive, perpetual and irrevocable easement of use and enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and pass with the title to every portion of the Civic Property. Notwithstanding the recordation of any map or any other action by the Developer, the Common Areas shall not be considered as dedicated to the use and enjoyment of the

general public except to the extent same are actually dedicated by Developer as set forth below. Notwithstanding the foregoing or anything in this Declaration to the contrary, for so long as the Developer owns any portion of the Common Areas, Developer may dedicate portions of the Common Areas to the City of Nashville, Tennessee, Davidson County, Tennessee, or to any other local, state or federal governmental or quasi-governmental entity; provided, however, that such dedication shall not leave the Civic Property in a non-conforming status with regard to setbacks, zoning or other governmental regulations. The Developer shall be responsible for the upkeep and maintenance of the Common Areas until such time, if ever, as same are dedicated to public authorities as set forth above. The Developer shall maintain the Common Areas at all times in a good and clean condition and state of repair comparable to other mixed-use developments of a similar age and location in the greater Nashville, Tennessee area, in compliance with all laws, rules, regulations, orders and ordinances of any governmental agency exercising jurisdiction over, and in compliance with the provisions of this Declaration.

3.5 Temporary Construction Easement. Developer hereby reserves, for the benefit of Developer, a temporary construction easement over the Civic Property for purposes of (i) grading (including, without limitation, grading the Civic Property pursuant to Bellevue's plans which Metro approved prior to the date hereof) and (ii) constructing and installing utility lines and other utility facilities. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide the economical and safe construction installations. The terms of this Section 3.5 shall expire on the date which is two (2) years following the date hereof.

3.6 Plat Easements. Developer hereby consents to and grants as owner of the Civic Property that certain Access and P.U.D.E easement over, under and upon the Civic Property that is shown, granted and created by the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) Dated December 11, 2015 and Prepared by Barge, Waggoner, Sumner & Cannon, Inc. as File No. 3333705 and recorded on December 18, 2015, as Document Number 20151218-0127344.

3.7 Certain Exceptions. The Owners acknowledge and agree that there may, from time to time, be street festivals within the Project and that during those festivals certain parts of Project that are developed with driveways, walkways, roadways, or parking areas may not be available to provide access or parking. If such festivals have received the prior written approval of Developer, then during and for twenty-four (24) hours before and twenty-four (24) hours after the occurrence of any festivals, such right of access and parking will be suspended to the extent necessary to accommodate the requirements of such festivals.

ARTICLE 4 CONSTRUCTION

4.1 Temporary Structures and Storage Areas. Except during any reasonable time period as is necessary for the completion of construction of such Improvements, no partially completed Improvements or other structures of a temporary nature shall be permitted to exist on any portion of the Property.

4.2 Diligent Construction. All construction, landscaping or other work that has been commenced on any portion of the Property must be continued with reasonable diligence to completion in accordance with the provisions of this Article 4.

4.3 Performance of Construction. Every contractor and subcontractor constructing Improvements within the Property shall perform such construction in compliance with all laws, rules, regulations, orders and ordinances of any governmental agency exercising jurisdiction over and in compliance with the provisions of this Declaration.

4.4 Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires. Unless otherwise required by the applicable public utility, transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear of the Improvements constructed on the Property or located elsewhere on such portion of the Property provided they are adequately screened from view of the public.

4.5 Landscaping. Each Owner shall install on their Parcel landscaping for all surface parking lots, buffer areas, and parking lot perimeters, and foundation plantings around buildings, all in compliance with the terms of this Declaration, its approved site plan, and applicable ordinances of the City of Nashville and/or Davidson County, Tennessee. Any areas not covered by buildings, parking lots or other paved areas, including buffer strips and other undeveloped land areas, shall be landscaped with trees, shrubs, ground covers, or irrigated lawn areas in a uniform manner.

4.6 Sediment Control. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, temporary sediment traps, diversion ditches, storm water inlet protection or retention pond and temporary seeding, to the extent deemed reasonably necessary, shall be installed by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Parcel in question in accordance with all governmental requirements. All sediment control measures located on any Parcel must be regularly cleaned out and maintained by each Owner of such Parcel until such portion of the Property has been permanently stabilized with respect to soil erosion.

4.7 Construction Restrictions and Standards. Any Owner performing, or causing to be performed, construction work on a Parcel must perform, or cause to be performed, such work in a good, workmanlike, safe, expeditious, and diligent manner, and use reasonably prudent methods so as to minimize any disruption or inconvenience caused by such work to the other improved portions of the Project and to the other Owners and their Permittees. With respect to any alterations or betterments other than the initial Improvements to be located on any Parcel, any construction zone and staging area shall only be as large as is reasonably necessary and the size thereof shall be reduced to the extent practical during the construction period. The person or entity performing such work must use appropriate methods customarily utilized in order to control dust, noise, and other deleterious effects of such work in a populated or densely developed area. The Owner of the Parcel upon which such work is conducted must repair at its own cost and expense any and all damage caused by such work. Effective on and after the date the "Sprouts" grocery store located on the Commercial Property is open for business, (a) during the course of construction at the Project, no construction vehicles shall be allowed to access the Project utilizing the two entrances closest to the shopping center to be located on the Commercial Property and located on US 70 South or to travel on

the internal drive lanes within the Commercial Property and (b) all construction related traffic shall access the Project from Sawyer Brown Road.

4.8 Alterations. If, following the initial construction of Improvements on the Civic Property, the exterior of any such Improvements shall be replaced or materially altered, the plans and specifications for such replacements and alterations shall be subject to the prior written consent of Developer, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE 5 MAINTENANCE OF PARCELS

5.1 Duty of Maintenance. Except to the extent that such maintenance is an obligation of the Developer as provided elsewhere herein, each Owner, as applicable, at its sole expense is responsible for (a) keeping its Parcel and all Improvements located thereon in a well-planned, clean, and attractive condition at all times, consistent with the first-class nature of the Project, which obligation, includes, but is not limited to: disposal of litter, lawn mowing, tree and shrub pruning; watering; replacement of landscaping; regular sweeping or washing, or both, as required, of all pavement areas; and striping of parking areas, (b) ensuring that its Parcel complies in all respects with all governmental laws, codes, rules and regulations, including those which address fire and human health and safety and (c) maintaining and repairing any underground and above ground lines, equipment and facilities for the delivery of utility services, which includes, but is not limited to, storm water, sanitary sewer, water (fire and domestic), sprinkler and irrigation, gas, electrical, cable television, telephone and other communication lines located on such Owner's Parcel which exclusively serve such Parcel, unless the same is otherwise maintained by a public utility company and/or governmental authority having jurisdiction.

ARTICLE 6 INSURANCE

6.1 Basic Owner Insurance Requirements. Each Owner must carry for its Parcel or, if a third party is the occupant the Parcel, may cause such occupant to carry the following insurance:

(a) Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence;

(b) Workers' compensation as required by any applicable law or regulation and employer's liability insurance in the amount of \$1,000,000 for each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease; and

(c) Automobile Liability Insurance for owned, hired and non-owned automobiles with limits of liability that shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

6.2 Property Insurance. Effective upon the commencement of construction of any building on its Parcel and so long as such building exists, an Owner shall carry, or cause to be carried, property insurance with "Special Form" coverage, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations).

6.3 Notwithstanding the foregoing to the contrary, the terms of this Article 6 shall not apply to Metro so long as Metro is the Owner of the Civic Property.

ARTICLE 7 INDEMNITY

To the fullest extent permitted by law, each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any person located on the Parcel owned by each indemnifying Owner to the extent arising from the negligence or misconduct of such Owner; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Owner, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. Notwithstanding the foregoing to the contrary, Metro shall not be required to indemnify any other Owner or party in connection with this Article 7.

ARTICLE 8 CASUALTY AND CONDEMNATION

8.1 Casualty. In the event any Improvements located on any Parcel are damaged or destroyed by fire or other casualty, the Owner of such Parcel must, within a reasonable period of time not to exceed ninety (90) days, either (a) contract to repair, restore and rebuild such Improvements and cause such buildings situated on such Parcel to be repaired, restored and rebuilt to their prior condition in a diligent manner and complete such repair, restoration, or rebuilding within the Required Time Period (as defined below), or (b) in the event the Owner of the affected Parcel determines not to repair, restore or rebuild such damaged or destroyed buildings or fails to complete such repair, restoration, or rebuilding within the Required Time Period, such Owner must, within sixty (60) days after the expiration of such ninety (90)-day period (if the Owner elects not to repair, restore, or rebuild) or the expiration of the Required Time Period (under all other circumstances) raze all of the damaged Improvements on its Parcel, clear its Parcel of all debris resulting from such razing, and seed or sod the razed portion of the Parcel with grass. Notwithstanding the foregoing, the Owner of such Parcel must repair, restore, and rebuild all streetscapes, pedestrian walkways, and other linkages to the remainder of the Project which were damaged or destroyed as a result of such casualty within what would have been the Required Time Period had such Owner elected to repair, restore, and rebuild. The Required Time Periods for partial damage or destruction of the Improvements on a Parcel are one hundred eighty (180) days and for complete destruction of the Improvements on a Parcel are two hundred seventy (270) days. Notwithstanding the foregoing, with respect to Designated Maintenance Items and Improvements in the Common Areas, the Developer must proceed under option (a) described above.

8.2 Condemnation. The Owner of any Parcel taken by condemnation or eminent domain must promptly repair, restore, and rebuild the remaining portion of such Parcel as nearly as possible in the circumstances to the condition which existed prior to such condemnation or eminent domain without contribution from any other Owner; provided, however, in the event the Owner of such Parcel determines that it is no longer feasible to conduct business within the Improvements on such partially-condemned Parcel (which determination cannot be made arbitrarily), such Owner must raze any remaining Improvements on such partially condemned Parcel, clear such Parcel of all debris, and

seed or sod such Parcel with grass. If an Owner elects to raze the Improvements, then the Owner must do so within ninety (90) days after the date of such taking (defined as the day title is actually transferred) and if the Owner does not do so within such time period, the Owner will be deemed to have elected to repair and restore. Notwithstanding the foregoing, such Owner must repair, restore, and rebuild all streetscapes, pedestrian walkways, and other linkages to the remainder of the Project which were affected by such taking. Any repair, restoration, or rebuilding (whether of all Improvements or pursuant to the terms of the immediately-preceding sentence) must be completed within one hundred eighty (180) days after the date of such taking. Any award of compensation or damages (whether obtained by agreement or by judgment, verdict or order in a legal proceeding) resulting from the taking of any Parcel, or any portion of a Parcel, by exercise of right of condemnation or eminent domain by any governmental authority or other public or quasi-governmental authority must be distributed in accordance with the terms of the agreement, or the judgment, verdict or order made in the proceedings concerning such taking. In the event of any sale of any Parcel, or any portion thereof, under threat of condemnation or eminent domain, such Parcel, or applicable portion of such Parcel, will for all purposes be deemed to have been "taken" as that term is used in this Section 8.2, and the net amount of the price received for such Parcel after deduction of the expenses of the sale borne by the Owner of the Parcel taken will be deemed to constitute an "award" as that term is used in this Section 8.2. However, nothing contained in this Section 8.2 entitles any Owner to share in any award made to any other Owner whose Parcel, or portion of a Parcel, is taken, other than as provided above and to the extent an award is made for the interest of such Owner created by this Declaration in the Parcel taken.

ARTICLE 9 PROHIBITED USES AND PERMITTED USES

9.1 General. No use shall be permitted on any portion of the Project which is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the City of Nashville or other controlling public authority. Each Owner or other user of any portion of the Project shall comply at all times in every respect with this Declaration, and any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Project, specifically including, but not limited to, the zoning restrictions of the City of Nashville applicable thereto as they exist from time to time. In the event a conflict exists between any such public requirement and any requirement of this Declaration, the more restrictive requirement shall prevail. Where a governmental requirement does not clearly conflict with the provisions of this Declaration, but permits action that is different from that required by this Declaration, the provisions of this Declaration shall prevail. All portions of the Project shall be developed in accordance with this Declaration.

9.2 Prohibited Uses. Certain uses are prohibited throughout the Project, as more particularly set forth on Exhibit D attached hereto. No Owner may use all or any part of its Parcel for any use listed in Exhibit D attached hereto which uses are collectively defined herein as the "Prohibited Uses." Certain additional uses are prohibited on the Civic Property and are set forth on Exhibit E. The Civic Property may not be used for any use that is listed in Exhibit E, which uses are collectively defined herein as the "Parcel Specific Prohibited Uses". The Parcel Specific Prohibited Uses benefit the Commercial Property. The Owner of the Commercial Property may, at its option, in its sole determination and subject to any conditions solely determined by such Owner, waive the enforcement of any Parcel Specific Prohibited Use upon written request from the Civic Property Owner. The Commercial Property Owner shall be under no obligation at any time to provide such

waiver. The Developer shall enforce the Prohibited Uses, the Parcel Specific Prohibited Uses and the other restrictions on use set forth in this Article 9 and shall have all rights and remedies at law and in equity, including without limits, the right to bring an action for injunctive relief.

9.3 Civic Property Permitted Use. The development and use of the Civic Property shall be restricted to a park, community center, police station, or office building that is owned and occupied by a governmental entity. No other use is permitted on the Civic Property, including without limitation, the uses set forth on Exhibit D and Exhibit E.

9.4 Commercial Property Permitted Use. The development and use of the Commercial Property is for retail shopping centers, office buildings, a hotel, open space and common areas and any and all other uses that may be permitted by applicable law, except for a use that is set forth on Exhibit D attached hereto.

9.5 Obstructions. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered, constructed or planted in, or removed from such areas, without the prior written consent of the Developer.

9.6 Waste; Prohibition Against Dumping. No portion of the Property may be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any portion of the Property except on a temporary basis in sanitary containers. No dumping of trash, garbage, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed on the Common Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Areas.

9.7 Additional Prohibited Activities. The following types of activities are prohibited, unless authorized by the Developer:

- (i) Dumping backfill into Common Areas.
- (ii) Excavating soil from Common Areas.
- (iii) Parking in a Common Area, except as otherwise designed by Developer.
- (iv) Stacking or storing supplies or equipment in the Common Areas.
- (v) Changing site grade so as to cause drainage problems in the Common Areas.
- (vi) Locating temporary construction buildings in the Common Areas.
- (vii) Disposing of toxic or hazardous materials in the Common Areas.

Notwithstanding the provisions of this Section 9.7, the Developer may establish and maintain, from time to time within any Common Area, storage areas for mulch piles, stacked firewood, rocks and other natural materials for the use and benefit of the Common Areas.

9.8 Septic Systems. No on-site septic system or sanitary sewer treatment facility will be permitted on any Parcel.

**ARTICLE 10
DEFAULT**

10.1 Notice of Default. The occurrence of any one or more of the following events constitutes a material default and breach of this Declaration by the non-performing Party (the "Defaulting Party"):

(a) The failure to make any payment required to be made hereunder to another Party or Developer within ten (10) days after the due date.

(b) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in (a) above, within thirty (30) days after the giving of a notice by another Party (the "Non-Defaulting Party") or Developer specifying the nature of the default claimed. Notwithstanding the foregoing, if such default cannot reasonably be cured within said 30-day period, then, provided the Defaulting Party notifies the Non-Defaulting Party or Developer, as the case may be, of such claimed inability to cure and the Defaulting Party begins to cure the default within said 30-day period and is diligently pursuing such cure, the Defaulting Party shall be entitled to additional time, not to exceed thirty (30) additional days, to cure such default.

10.2 Right to Cure Default. With respect to any default under Section 10.1(b), any Non-Defaulting Party or Developer may cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party following the expiration of any applicable cure period; provided, however, that if such default constitutes an emergency condition, the Defaulting Party is only entitled to such advance notice as is reasonably possible under the circumstances or, if necessary, no notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party or Developer which issued such notice may enter upon the Parcel of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. If any Non-Defaulting Party or Developer cures a default, the Defaulting Party shall reimburse the Non-Defaulting Party or Developer, as the case may be, for all costs and expenses incurred in connection with such curative action within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made.

10.3 Right to Lien. The cost and expense incurred by a Party to cure a default of the type set forth in Section 10.1(b) in accordance with Section 10.2, plus Interest on all such sums, shall constitute a lien against the Defaulting Party's Parcel. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder of the County of the State in which the Property is located by the Party making such claim. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State in which the Property is located. The lien shall be subject and subordinate to any mortgage or deed of trust which is of record before the claim of lien is placed of record. Notwithstanding the foregoing to the contrary, the terms of this Section 10.3 shall not apply to Metro so long as Metro is the Owner of the Civic Property.

10.4 Additional Remedies. Each Non-Defaulting Party may prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to

violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. All of the remedies permitted or available to a Party under this Declaration or at law or in equity are cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. If a Party brings an action of law or in equity to enforce the terms and provisions of this Declaration, the prevailing Party as determined by the Court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including appellate proceedings, in addition to any remedy granted.

10.5 Interest. Any time a Party or Developer, if any, does not pay any sum payable hereunder to another Party within five (5) days of the due date, such delinquent Party or Developer must pay interest ("Interest") on such amount from the due date to and including the date such payment is received by the Party entitled thereto, at the prime rate, plus three percent (3%). As used herein, "prime rate" means the highest rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates" or similar national publication.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Binding Effect and Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of the Owners of Parcels and their respective legal representatives, heirs, successors and assigns for the maximum period of time permitted by applicable law. The easements created by this Declaration shall continue in perpetuity unless terminated by a document that is executed by all then current Owners.

11.2 Amendment. Except as otherwise provided in this Declaration, this Declaration may be amended only by an instrument executed by (i) Developer, (ii) the Owner of the majority of the Civic Property (based on acreage) and (iii) any other Owner whose rights would be materially decreased or obligations materially increased as a result of such amendment.

11.3 Severability. To the extent that any portion of this Declaration is unenforceable or inapplicable for any reason (for example, but without limitation, because it is generally unenforceable or inapplicable or is unenforceable or inapplicable in specific circumstances or in connection with a particular person or entity), this Declaration and the other provisions of this Declaration will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision were not contained in this Declaration (generally or in the specific circumstances in question, as appropriate). Furthermore, to the extent permitted under applicable law, a substitute provision that would be enforceable or applicable and which would achieve the results intended by the unenforceable or inapplicable provision will be deemed substituted into this Declaration (either generally or in the specific circumstances in question, as appropriate).

11.4 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt or refusal, or sent by electronic mail (with a copy sent by one of the other methods specified herein). The initial addresses of the parties shall be:

To Bellevue:

Bellevue Redevelopment Associates, LP
c/o Branch Properties, LLC

3340 Peachtree Road NE, Suite 600
Atlanta, Georgia 30326
Attn: Jesse Shannon

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address.

11.5 Mortgagee's Rights. An Owner must send simultaneous copies of any notices of default relating to a particular Parcel to the mortgagee of such Parcel as long as such Owner has previously received a request to do so from such mortgagee together with a specific address to which such notices must be sent. The mortgagee will be given thirty (30) days from the date of such notice in which to cure such default should it so elect; provided, however, if such default results, or could result, in any imminent danger to any portion of the Project or to any person, then the cure period specified above will be decreased to ten (10) days.

11.6 Estoppel. Each Owner (the "Requesting Owner") shall, from time to time, within ten (10) business days after receipt of written request from the other Owner (the "Responding Owner"), execute, acknowledge and deliver to the Requesting Owner or to any existing or prospective purchaser or mortgagee designated by the Requesting Owner, a certificate (the "Estoppel Certificate") stating, to the extent applicable:

- (a) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;
- (b) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the Requesting Owner and, if so, specifying the nature and extent thereof;
- (c) the nature and extent of any set-offs, claims, counterclaims, and/or defenses then being asserted or capable of being asserted after giving the notice, if any, required hereunder or otherwise known by the Responding Owner against the enforcement of the Requesting Owner's obligations hereunder;
- (d) the total amount of all sums owed hereunder and all liens being asserted or capable of being asserted after giving notice, if any, required hereunder under the provisions of this Declaration describing the applicable provision or provisions and the details of any such lien claim;
- (e) the current address or addresses to which notices given to Responding Owner are to be mailed; and
- (f) such other facts or conclusions as may be reasonably requested.

11.7 No Merger. Unless otherwise clearly indicated to the contrary in a written, recorded document executed by all then current Owners, in no event will there be a merger of the dominant and servant tenements in the Parcels by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead the easements and servitudes created pursuant to the terms of this Declaration will not be extinguished by such vesting in common ownership and the dominant and servient tenements will be kept separate.

11.8 Owner's Obligation to Ensure Compliance. Although an Owner may impose upon a third party (usually, a tenant) the obligation to comply with and perform the duties of the Owner under this Declaration, such imposition does not free the Owner from the obligation to comply with and perform the duties of the Owner under this Declaration, which obligation continues to rest fully and completely with the Owner.

11.9 No Joint Venture or Partnership. None of the terms or provisions contained in this Declaration creates, or can be deemed to create, a partnership between or among the Owners in their respective businesses, or otherwise, nor can this Declaration cause the Owners to be considered joint venturers or members of any joint enterprise or association or render any of said Owners liable for the debts or obligations of any other of said Owners.

11.10 No Public Dedication. Nothing in this Declaration can be deemed to be a gift or dedication of any portion of the Project, or of any Parcel, or any portion of the Project or a Parcel, to the general public, for the general public or for any public use or purpose whatsoever, it being the intent that this Declaration be strictly limited to and for the purposes herein expressed for the development, maintenance and operation of a private real estate development on private property solely for the benefit of the Owners, except that certain easements and rights-of-way within the Project have been so dedicated by separate documents and may in the future be dedicated by separate documents.

11.11 Force Majeure. Whenever performance is required of any Owner under this Declaration, that Owner must use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance is delayed or prevented at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or any other cause beyond the reasonable control of an Owner obligated to perform hereunder (financial inability, imprudent management, failure to meet the obligation to carry insurance, or negligence excepted), then the time for performance as herein specified will be appropriately extended by the amount of the delay actually so caused.

11.12 Personal Liability. Each Owner now or hereafter owning any Parcel is personally liable for performance of all covenants, obligations and undertakings set forth in this Declaration insofar as the same affect the Parcel so owned and which accrue during the period of such ownership. All such personal liability terminates upon the conveyance by an Owner of its ownership interest in its Parcel when, but not until, the transferring Owner obtains from its transferee a written assumption agreement of all of the obligations of the transferor under this Declaration. Notwithstanding the foregoing, however, the transferring Owner is not released from liability hereunder for its default in the performance of any provision of this Declaration occurring or accruing prior to any such transfer. In addition, any transferring Owner must use its good faith and diligent efforts to deliver notice to the Developer of such sale, transfer, conveyance or other assignment, which notice must include a legal description of the Parcel and the name and address of the transferee.

11.13 Attorney's Fees. In the event any Owner brings suit against any other Owner concerning any matters provided for herein, the prevailing Owner is entitled to recover from the other Owner reasonable attorneys' fees and costs of court in connection with such suit. As used herein, a "prevailing Owner" includes, without limitation, an Owner who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

Notwithstanding the foregoing to the contrary, the terms of this Section 11.13 shall not apply to Metro so long as Metro is the Owner of the Civic Property.

11.14 Entire Agreement. This Declaration constitutes the entire agreement and understanding between the Owners and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Declaration other than those expressly herein set forth and any properly entered into amendments of this Declaration.

11.15 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Declaration.

11.16 Number and Gender. Where required for proper interpretation, words in the singular tense includes the plural, and vice versa; the masculine gender includes the neuter and the feminine, and vice versa.

11.17 Applicable Law. This Declaration is to be construed under and in accordance with the laws of the State of Tennessee and the laws of the United States applicable to transactions in Tennessee. All of the obligations contained in this Declaration are performable in Davidson County, Tennessee.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed to be effective as of the date first written above.

BELLEVUE REDEVELOPMENT ASSOCIATES, LP, a Delaware limited partnership

By: Branch Retail GP, LLC, a Georgia limited liability company, its general partner

By: Richard H. Lee
Name: Richard H. Lee
Title: Authorized Signatory

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned, a Notary Public, RICHARD H. LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the AUTHORIZED SIGNATORY of Branch Retail GP, LLC, a Georgia limited liability company, and is authorized to execute this instrument as general partner of Bellevue Redevelopment Associates, LP. AUTHORIZED SIGNATORY

WITNESS my hand and Official Seal at office, this 30th day of December, 2015.

Marianne Boggs
Notary Public

My Commission Expires 5-22-2018



EXHIBIT A

COMMERCIAL PROPERTY LEGAL DESCRIPTION

Lot 1 (Parcel 187)

Being Lot 1 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

Lot 4 (Parcel 190)

Being Lot 4 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

Lot 8 (Parcel 378)

Being Lot 8 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

Lot 9 (Parcel 379)

Being Lot 9 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

EXHIBIT A-1

DEPICTION OF NO RELOCATION AREAS

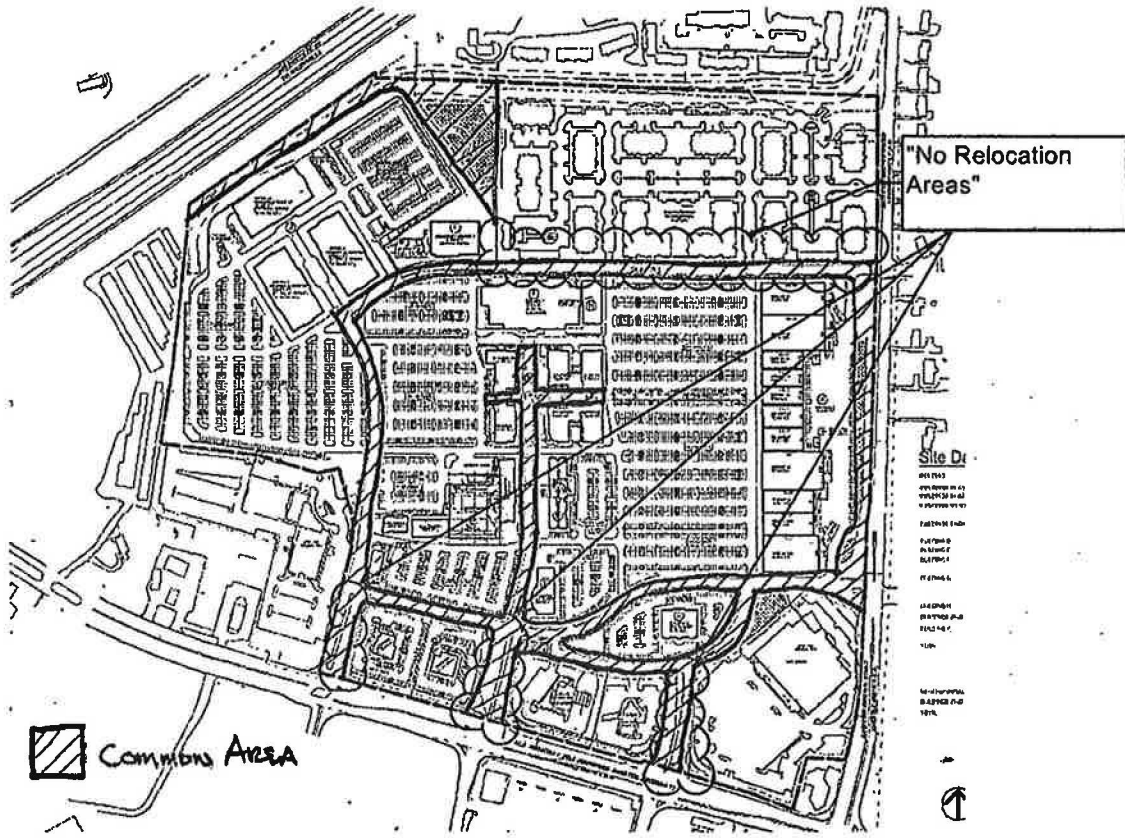


EXHIBIT B

CIVIC PROPERTY LEGAL DESCRIPTION

Lot 3 (Parcel 189)

Being Lot 3 of the Final Subdivision Plat of One Bellevue Place (Formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of Record in Plat Book 7900, Page 473 and Part of Lot 1, and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of Record in Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C.

EXHIBIT C

SITE PLAN

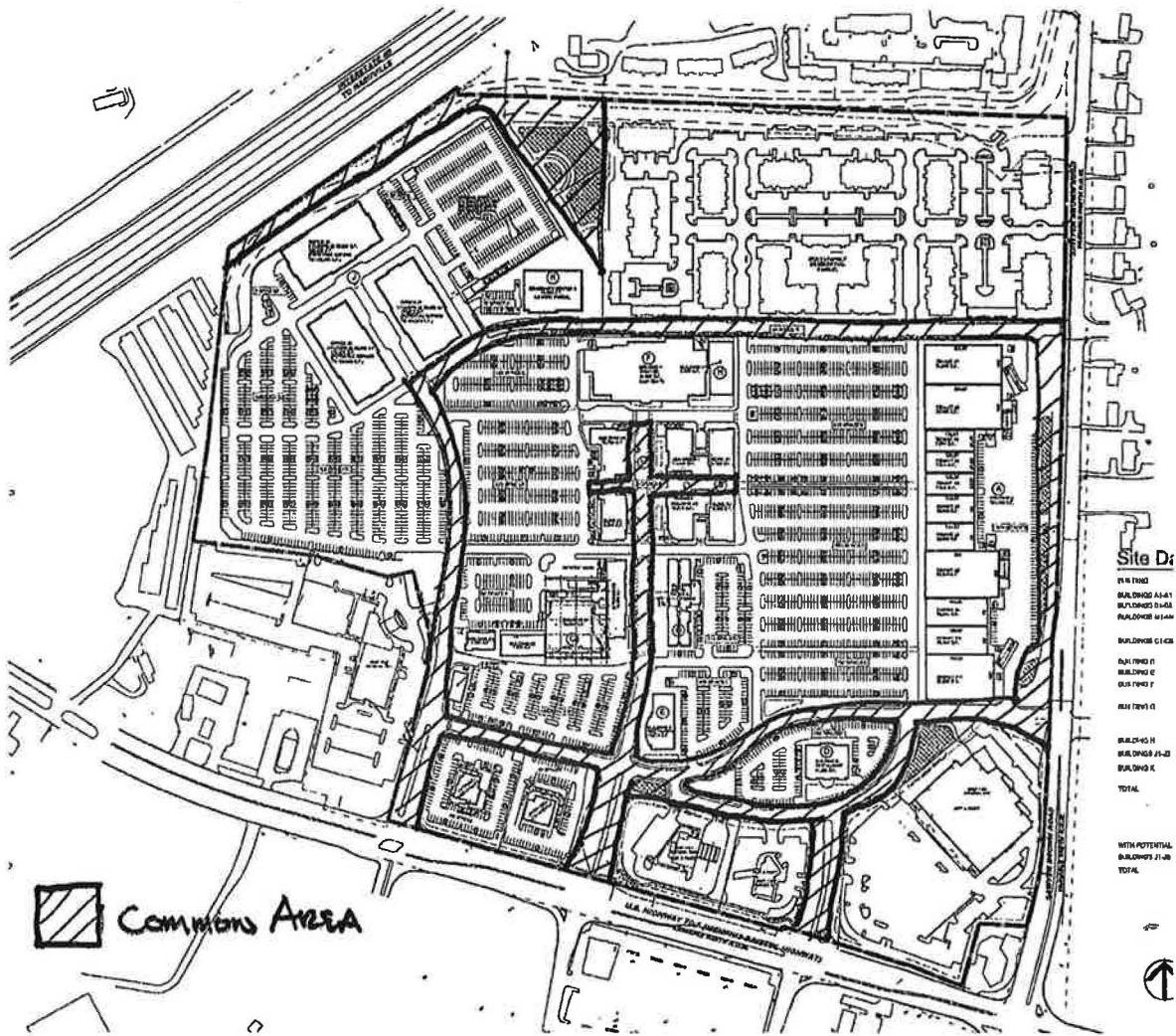


EXHIBIT D

PROHIBITED USES

1. Massage parlor (provided, this shall not prohibit the offering of therapeutic massages by gyms, spas or retailers such as Massage Envy), adult book store, peep show store, head shop store or any other similar store or club in which a material portion of its inventory includes obscene or pornographic materials (as determined by a court of competent jurisdiction), nude photos, sexual devices, magazines, videos, tapes or objects depicting nudity or sexual activity and other similar items, or any store or club whose activities include the display of partially or totally nude males or females (whether topless or bottomless or otherwise);
2. Establishment displaying or exhibiting illegal drug-related paraphernalia or materials;
3. Dance or music hall, dancing ballroom or establishment, banquet hall, night club or discotheque except as incidental to any occupant's customary business;
4. Training school or educational facility, including, but not limited to, beauty school, barber college, place of instruction, school of any nature, library, reading room or any business catering primarily to students or trainees rather than to customers;
5. Public or private nuisance or use emitting obnoxious or offensive odors, sounds or vibrations outside of any building;
6. Gambling facility or operation, including, but not limited to, any so-called "off-track" or sports betting parlor, gaming, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices; provided, however, that this prohibition shall not apply to governmental sponsored gambling activities or charitable gambling activities, including bingo so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;
7. Manufacturing facility, factory or industrial usage, warehouse not incidental to retail sales, processing or rendering plant, operation used primarily as a storage warehouse operation, or any assembling, manufacturing, refining, smelting, agricultural, or mining operation;
8. Central laundry, dry cleaning plant, dry cleaner or laundromat; provided, however, that this prohibition shall not be applicable to nominal supportive facilities or on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Commercial Property is located;
9. Selling or leasing automobiles, trucks, trailers, motorcycles, recreational vehicles, boats or other motor vehicles (new or used) but this prohibition shall not prevent such goods from being reasonably displayed by any occupant nor shall this prohibition limit the sale of boats and recreational vehicles from a sporting goods store;
10. Mobile home park, trailer park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

11. On-site drilling for and/or removal of subsurface substance, dumping, disposing, incineration, or reduction of garbage or refuse (exclusive of garbage compactors which shall be screened from public view);
12. Veterinary hospital or animal raising or boarding facility; provided, however, that this prohibition shall not prohibit pet shops and veterinarians from incidentally operation within larger pet supply facilities or businesses;
13. Funeral parlor or mortuary;
14. Auction house or flea market operation; and
15. Activities involving the hazardous use of fire or explosives; provided, however, that this shall not prohibit the exhibition of fireworks at the Project, on special occasions only, by qualified fireworks handlers.

EXHIBIT E

PARCEL SPECIFIC PROHIBITED USES

THAT APPLY TO THE CIVIC PROPERTY

<u>PROHIBITED USE DESCRIPTION</u>	<u>PARCEL BENEFITTED</u>	<u>PARCEL BURDENED</u>
<p>The operation, sale, rental or distribution, either singly or in any combination, of any of the following activities and/or merchandise: (i) the operation of a grocery store, meat or seafood market or produce market, or the sale of any such items; (ii) the sale of vitamins and supplements, ethnic foods, natural and health food, pet food, and ice cream; (iii) the sale of natural cosmetics, natural health and beauty products; (iv) the sale of packaged beer and wine for off-premises consumption; (v) the operation of a full service bakery; and (vi) the operation of an over-the-counter delicatessen offering sliced or butchered meats and cheeses for off-premises consumption except on an "Incidental Basis." "Incidental Basis" means the area dedicated to the sale of such items occupies the lesser of: (a) 400 square feet of gross floor area; or (b) 4% of the aggregate retail selling space of the subject premises; provided not more than 4 linear feet of retail selling space shall be dedicated to the display and sale of any one category of ancillary products.</p>	<p>Commercial Property (Sprouts Lease)</p>	<p>Civic Property</p>
<p>Any use causing unreasonably loud noises (including any business using exterior loud speakers)</p>	<p>Commercial Property (Sprouts Lease)</p>	<p>Civic Property</p>
<p>Used clothing or thrift store, a "Salvation Army" or "Goodwill" type store or similar business, or a "second hand" store where principle business is selling used merchandise (other than any jewelry store, any store operated in a similar fashion as Gamestop, Play it Again Sports or Plato's Closet or any other upscale resale boutique)</p>	<p>Commercial Property (Sprouts Lease)</p>	<p>Civic Property</p>
<p>Cocktail lounge, bar or tavern or sale of alcoholic beverages for on-premises consumption</p>	<p>Commercial Property (Sprouts Lease)</p>	<p>Civic Property</p>
<p>Animal raising or storage facility (except incidental to a full-line retail pet supply store)</p>	<p>Commercial Property (Sprouts Lease)</p>	<p>Civic Property</p>
<p>Pawn shop, auction house, flea market, swap meet, or junk yard</p>	<p>Commercial Property (Sprouts Lease)</p>	<p>Civic Property</p>
<p>The drilling for and/or removal of subsurface</p>	<p>Commercial Property</p>	<p>Civic Property</p>

<u>PROHIBITED USE DESCRIPTION</u>	<u>PARCEL BENEFITTED</u>	<u>PARCEL BURDENED</u>
substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes	(Sprouts Lease)	
Hotels	Commercial Property (Sprouts Lease)	Civic Property
Church	Commercial Property (Sprouts Lease)	Civic Property
Gun Range or Shooting Club	Commercial Property (Sprouts Lease)	Civic Property
Any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets	Commercial Property (Sprouts Lease)	Civic Property

TRUE COPY CERTIFICATION

I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Jay H. Smith
Signature

State of Tennessee :

County of DAVIDSON :

Personally appeared before me, Denise C. Allis-Wilburn, a notary public for this county and state, Jay H. Smith, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Denise C. Allis-Wilburn
Notary Public

My commission Expires: 9-10-18
(affix Notary seal)



AMENDMENT NO. ____
TO
ORDINANCE NO. BL2019-31

Mr. President –

I hereby move to amend Ordinance No. BL2019-31 by deleting Section 3 in its entirety and substitute in lieu thereof the following:

Section 3. This Ordinance shall take effect ~~from and after its adoption~~ on January 1, 2020, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kathleen Murphy
Member of Council

SUBSTITUTE ORDINANCE NO. BL2019-35

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 377 right-of-way and easement. (Proposal Number 2019M-020AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Kimley-Horn, applicant; and,

WHEREAS, there is no future need for said right-of-way ~~and easement~~ for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2018-1444 be and hereby is amended, as follows:

Alley #377 from Bar-B-Que Alley southwestward to the southwest property line of Parcel 09212012100, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, ~~including all utility easements within it, are~~ is herein abandoned, ~~with utility easements retained.~~

Section 3. This Ordinance shall not take effect until the new, relocated Alley # 377 right-of-way is dedicated, constructed and accepted for maintenance by Public Works, or, the relocated alley right-of-way has been dedicated by plat and bonded.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Mark Sturtevant, Director
Department of Public Works

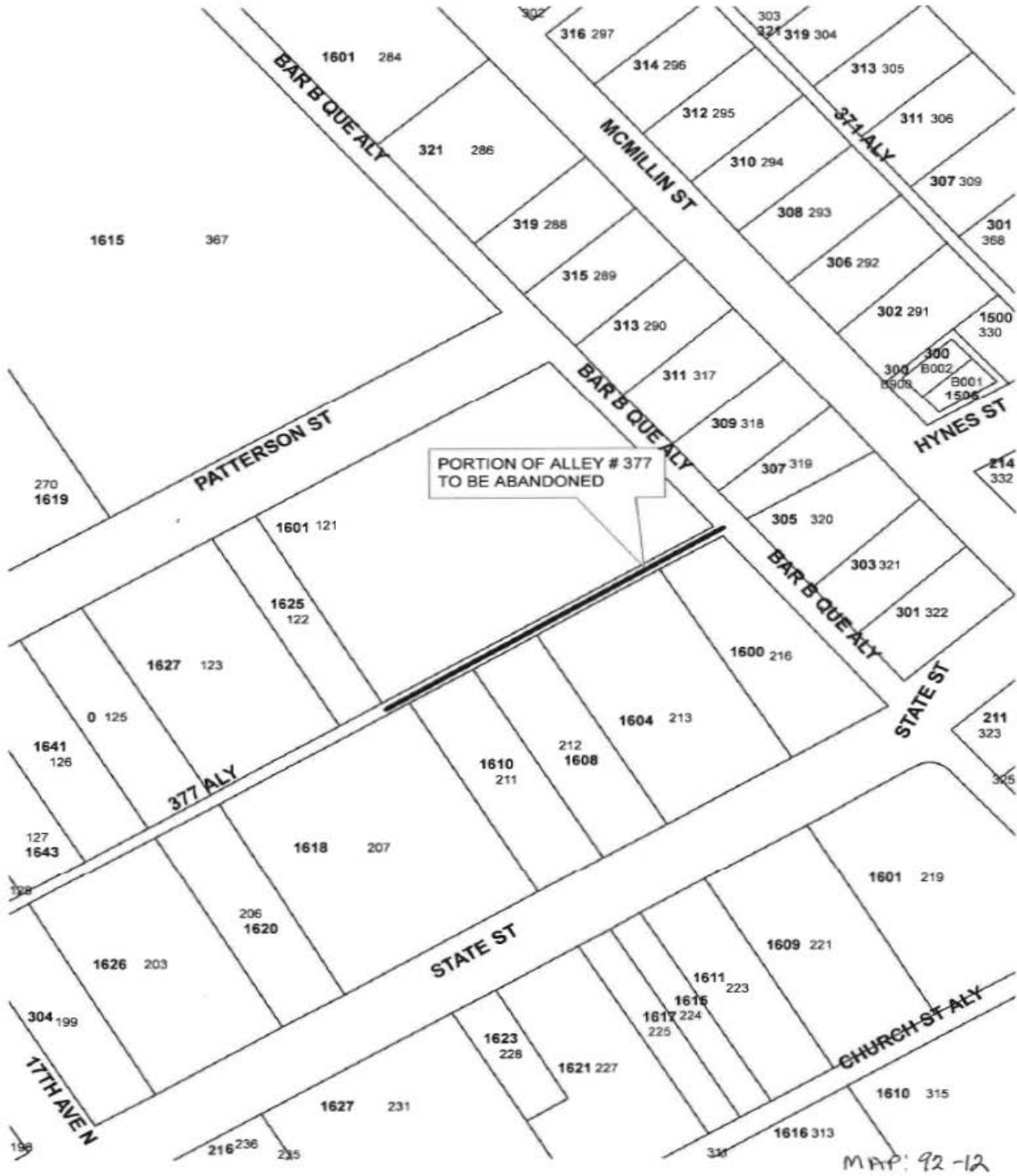
INTRODUCED BY:

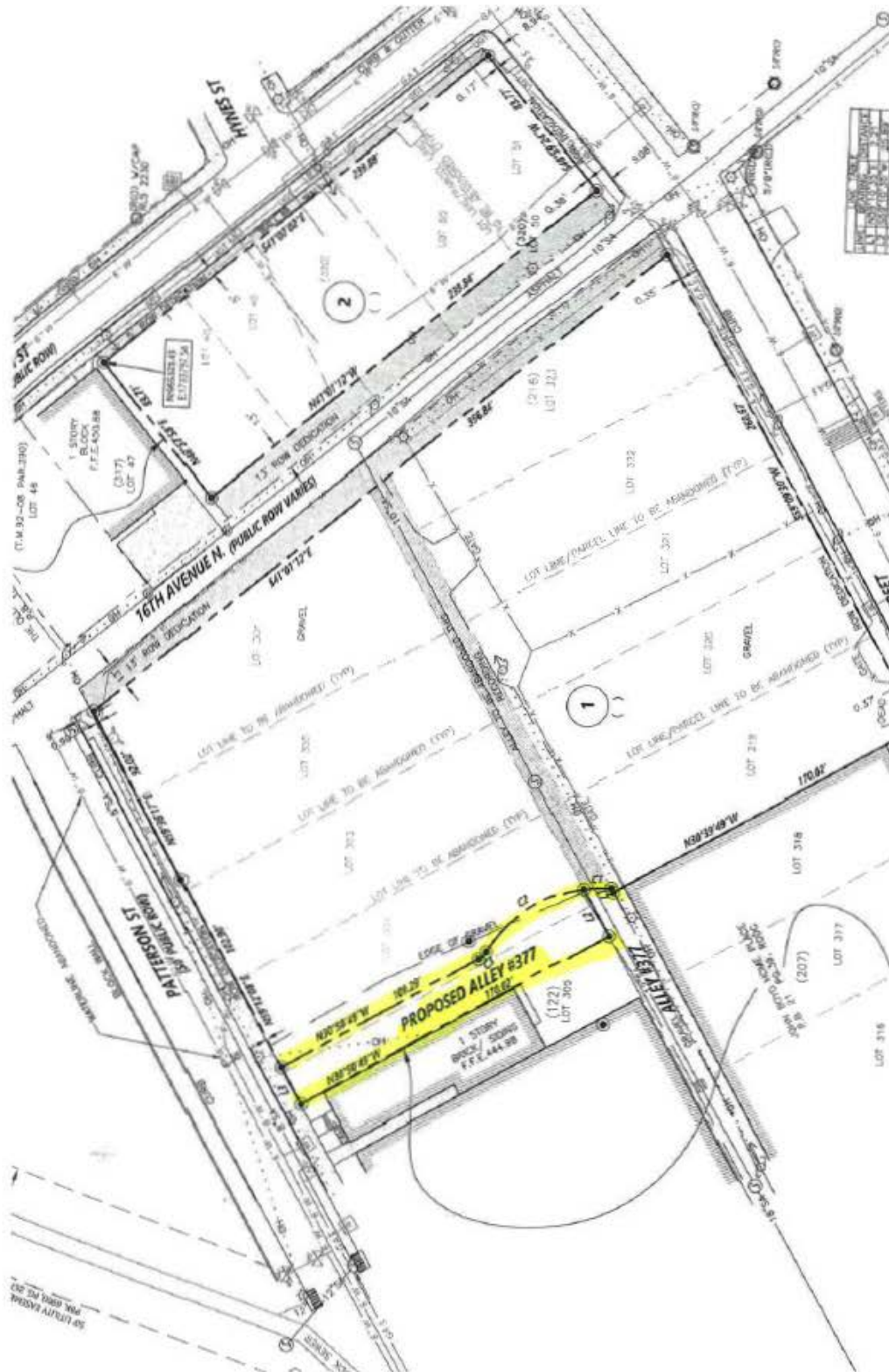
APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Members of Council

Proposal Number 2019M-020AB-001
Map: 92-12
Council District #21





Metropolitan Government Department of Public Works

750 South 5th Street ♦ Nashville, TN 37206 ♦ (615) 862-8750 ♦ www.nashville.gov/dpw

Mandatory Referral Application: *Street / Alley Closure*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: JULY 3, 2019

Closure Type:

- Street
- Alley

Easements:

- Retain utilities
- Abandon utilities & relocate at applicant's expense

Street/Alley Location:

ALLEY #377
Street Name(s) / Alley Number(s)
STATE STREET AND PATTERSON STREET
Street / Alley Located Between?

Reason for Closure:

LOT CONSOLIDATION

Applicant: All correspondence will be mailed to the applicant.

- Architect
- Engineer
- Property Owner
- Other: _____

Name: RYAN MCMASTER

Business: KIMLEY-HORN

Address: 214 OCEANSIDE DRIVE

City: NASHVILLE State: TN Zip: 37204

Phone: 615-564-2701

Fax: business home business mobile
 business home business mobile

E-mail: ryan.mcmaster@kimley-horn.com

Applicant's Signature: 

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$ 300

Accepted by: SC Date: 7-10-19

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
STATE STREET PART 2 ERS, LLC By: Z.M. [Signature] President	Suite 1150 150 E. Duane North Rothville, TN 37219	(615) 664-5353	92-12	121, 211, 212, 213, 214, 318, 319, 320, 321, + 322

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2019-2

Mr. President –

I hereby move to amend Ordinance No. BL2019-2 by adding a new Section 2 as follows, and renumbering the subsequent sections accordingly:

Section 2. There shall be no additional funds allocated in Fiscal Year 2020 as a result of this ordinance.

INTRODUCED BY:

Steve Glover
Member of Council