

Recording Requested By And
When Recorded Mail to:

Attn: _____

(Space above this line for Recorder's use)

Stadium Site Ground Lease Agreement

between

**The Metropolitan Government of Nashville and Davidson County,
as Lessor**

and

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

_____, 202_

This Stadium Site Ground Lease Agreement (this "Ground Lease") is entered into this ___ day of _____, 202_, by and between The Metropolitan Government of Nashville and Davidson County (the "Lessor") and The Sports Authority of the Metropolitan Government of Nashville and Davidson County (the "Lessee").

Recitals

1. The Lessor is a public corporation established by charter adopted by referendum vote on June 28, 1962, in conformity with the laws of the State of Tennessee.
2. The Lessee is a public nonprofit corporation and a public instrumentality of the Lessor created pursuant to the laws of the State of Tennessee.
3. The Lessee previously owned approximately 95 acres of land on the east bank of the Cumberland River in Nashville, Tennessee. The Lessee has conveyed to the Lessor, by quitclaim deed, fee title to approximately 63 acres of such land (the "Conveyed Property"). The Lessee has retained fee title to approximately 32 acres of land (the "Existing Stadium Site"), which is leased by the Lessee to Cumberland

Stadium, L.P. Inc., a Delaware corporation and the successor to Cumberland Stadium, L.P. (the “Existing Stadium Lessee”) pursuant to a Stadium Lease dated as of May 14, 1996, as amended (the “Existing Stadium Lease”), and utilized by the Existing Stadium to host professional football and other events.

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. Pursuant to Section 7-67-109 of the Tennessee Code Annotated, the Lessee is permitted to acquire land by lease in order to operate a project such as a sports and recreational facility.
6. The Metropolitan County Council on _____, 2023, adopted Ordinance No. BL2023-__ approving, among other things, the issuance of public facility revenue bonds by the Lessee (the “Bonds”) for the construction of a new enclosed stadium (the “Stadium”) on a portion of the Conveyed Property.
7. The Lessor and Lessee have determined that the Stadium will encourage and foster economic development and prosperity for the Metropolitan Government.
8. The Lessor desires to lease the site of the Stadium to the Lessee pursuant to the terms herein.

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. Ground 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 tract of land described and depicted in Exhibit A, which is incorporated herein and made part hereof by this reference (the “Project Property”). This Ground Lease is entered into and the leasehold estate hereby created is made upon and subject to the terms and conditions contained herein. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in that certain Stadium Lease Agreement (the “Stadium Lease”), dated on or about the date hereof, by and between Lessee and Tennessee Stadium, LLC (“StadCo”), a Delaware limited liability company.

Section 2. Term. The term of this Ground Lease shall begin on _____, 202_ and continue until the later of (a) the discharge of the Bonds, and (b) the end of the Initial Term and any Extension Term of the Stadium Lease and, if applicable, until the end of any Month-to-Month Tenancy Period under the Stadium Lease.

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

Section 4. Improvements and Uses. The Lessee shall cause the Stadium to be constructed, equipped, maintained and operated upon the Project Property, all in the manner provided in the Project Documents. The Stadium and any and all improvements relating thereto shall be the sole property of Lessee and/or StadCo as set forth in the Stadium Lease. The Stadium shall be used for those purposes permitted under Title 7, Chapter 67 of the Tennessee Code Annotated. Lessor hereby stipulates and agrees that the

uses set forth in the Stadium Lease are in compliance with the terms of this Ground Lease and with the uses as determined in Title 7, Chapter 67 of the Tennessee Code Annotated. Lessee covenants and agrees that it will use said Project Property for lawful purposes at all times.

Section 5. No Warranty. Lessee has inspected the Project Property and agrees to accept the conditions of the Project Property, 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 the Project Property.

Section 6. Benefit and Assignment and Subletting. The provisions of this Ground Lease shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto. Neither this Ground 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, which consent shall not be unreasonably withheld. 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 or other agreement (each, a “Sublease” and collectively, “Subleases”, as applicable) of all or any portion of the Project Property that is entered into by the Lessee, as sublessor or licensor thereunder. Lessee is expressly permitted to enter into a Sublease of the Project Property, in whole or in part, as necessary or desired for the management and operation of the Project Property, and such Sublease shall not require any approval or consent of Lessor. Any Sublease shall be specifically subject to the terms and conditions of this Ground Lease. A Sublease shall not release Lessee from its obligations hereunder.

Section 7. Stadium Lease; RNDA. Lessor acknowledges that Lessee will enter into the Stadium Lease, pursuant to which Lessee will grant certain rights in favor of StadCo as more particularly set forth therein, and StadCo will in turn enter into that certain [] (the “TeamCo Lease”), dated on or about the date hereof, by and between StadCo and [name of TeamCo] (“TeamCo”), a Delaware limited liability company, pursuant to which StadCo will grant certain rights in favor of TeamCo as more particularly set forth therein. Lessor hereby consents to each of the Stadium Lease and the TeamCo Lease and the terms and provisions contained therein and acknowledges and agrees that each of the Stadium Lease and the TeamCo Lease shall be deemed a Sublease hereunder, subject to all the rights and protections in favor of Subleases contained herein. Contemporaneously with the execution of this Ground Lease, Lessor shall execute, acknowledge and deliver (i) to and for the benefit of StadCo, a recognition, non-disturbance and attornment agreement, by and among Lessor, Lessee and StadCo, substantially in the form attached hereto as Exhibit B (the “StadCo RNDA”) and (ii) to and for the benefit of TeamCo, a recognition, non-disturbance and attornment agreement, by and among Lessor, Lessee, StadCo and TeamCo, substantially in the form of the StadCO RNDA (the “TeamCo RNDA”).

Section 8. Mechanic's Liens. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to the Project Property 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 the Project Property. No work, services, materials or labor provided to the Lessee by any third party in connection with this Ground Lease shall be deemed to be for the benefit of Lessor. If any lien shall at any time be filed against the Project Property 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 9. Casualty Loss. The Lessee shall, at all times, at no expense to Lessor, cause the Project Property 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 Ground Lease.

Section 10. Default. The occurrence of any one or more of the following constitutes a default (each, a "Lessee Default") by the Lessee under this Ground 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 Ground 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 all or a portion of the Project Property; or
- d. a trustee or receiver is appointed for the Lessee or for all or a portion of its property and is not discharged within ninety (90) 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 ninety (90) days after such institution.

Section 11. Remedies; Surrender. In the event of a Lessee Default, the Lessor may exercise any and all other remedies available to the Lessor at law or in equity, including injunctive relief and specific performance, but in no event shall this Ground Lease be terminated as a result of a Lessee Default while the Bonds remain outstanding. In the event of a Lessee Default under this Ground Lease subsequent to the discharge of the Bonds, which Lessee Default is not cured in accordance with the rights and obligations provided herein, Lessee agrees to peacefully surrender the Project Property to the Lessor subject to any mortgages, Subleases and encumbrances then in effect, and Lessor shall have no other or further rights or remedies as a result of any Lessee Default. 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 the Project Property following a Lessee Default, and any such attempts shall be null and void. Lessor acknowledges and agrees that no surrender of this Ground Lease shall affect or nullify its obligations to StadCo under the StadCo RNDA or to TeamCo under the TeamCo RNDA.

Section 12. Expiration. Without limiting Section 11 above, upon expiration of the term of this Ground Lease, Lessee and any lien holder holding an interest or lien against the Project Property shall be finally and permanently divested of any and all interest in the Project Property so that the Lessor shall hold the Project Property with only the same restrictions and conditions as existed prior to the execution of this Ground Lease and any reasonable and customary covenants, conditions, restrictions, easements or other encumbrances deemed necessary or desirable by Lessee for improvements to the Project Property. Lessee shall quietly and peacefully surrender the Project Property to Lessor, and Lessor may without further notice re-enter the Project Property and possess and repossess itself thereof and may dispossess Lessee and remove Lessee and may have, hold and enjoy the Project Property and the right to receive all rental and other income of and from the same.

Section 13. Amendments. The parties may modify, alter, amend or change any part of this Ground Lease by executing a written amendment setting forth the changes made. Such amendment shall become effective upon execution by the Lessee and Lessor and after it has been authorized and approved by resolution of the Metropolitan County Council of Lessor.

Section 14. Net Ground Lease. The parties agree that this Ground Lease is a net ground lease, with rent to be paid without adjustment or set-off, except as may be provided herein.

Section 15. Permitted License to Existing Stadium Lessee. Lessor hereby authorizes Lessee to grant the Existing Stadium Lessee a temporary, nonexclusive license to use that portion of the Project Property lying to the east of Second Street, as depicted on Exhibit A (the "License Area") during the remaining term of the Existing Stadium Lease. Such license may entitle the Existing Stadium Lessee to (i) use the License Area for all purposes for which the Existing Stadium Site may be utilized, and (ii) have all of the rights and

Section 17. 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 18. Severability. The invalidity of any provision of this Ground Lease shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Ground Lease.

Section 19. Governing Law; Consent to Jurisdiction. This Ground 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 Ground Lease 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.

Section 20. Exhibits. Lessor and the Lessee hereby acknowledge and agree that all exhibits referenced in this Ground Lease are attached hereto and incorporated herein by reference.

Section 21. Captions. The captions of this Ground Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Ground Lease.

Section 22. Entire Agreement. This Ground 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 Ground Lease. This Ground 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.

Section 23. Authority to Contract. The signatures on this Ground Lease herein warrant that Lessee and Lessor have the requisite power and authority to enter into and enforce this Ground Lease.

Section 24. Counterparts. This Ground Lease may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument.

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

ATTEST BY:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

Metropolitan Clerk

Metropolitan Mayor

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, John Cooper and Austin Kyle, with whom I am personally acquainted, and who acknowledged themselves to be the Mayor and Clerk, respectively, of The Metropolitan Government of Nashville and Davidson County, a Tennessee governmental entity, the within named bargainor, and that they as such respective officers, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the entity by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

ATTEST BY:

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

Emmett Wynn
Secretary

Cathy Bender
Chair

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Cathy Bender and Emmet Wynn, with whom I am personally acquainted, and who acknowledged themselves to be the Chair and Secretary, respectively, of The Sports Authority of the Metropolitan Government of Nashville and Davidson County, a Tennessee governmental entity, the within named bargainor, and that they as such respective officers, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the company by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

Exhibit A

Legal Description and Map of Project Property

Being a 100' Buffer Yard surrounding the proposed Titans Stadium. Said stadium is located in the 6th Council District of Nashville, Davidson County, Tennessee. Said Stadium is located on a part of Lot 8 and 9 as shown on the plat entitled, Tennessee NFL Stadium, of record in Plat Book 9700, page 986, Register's Office for Davidson County, Tennessee. Said lots were conveyed to The Sports Authority of the Metropolitan Government of Nashville and Davidson County, of record in Deed Book 11634, page 297, Register's Office for Davidson County, Tennessee. Said buffer is hereby described as follows:

Beginning at a point 145.75 feet northwest of the southeasterly corner of said Sports Authority, with State Plane coordinates of: N=668398.4173', E=1742264.8299';

Thence, crossing said Sports Authority and S 2nd Street, South 66°00'00" West, 985.00 feet to a point;

Thence, continuing to cross said Sports Authority and Russell Street, North 24°00'00" West, 919.00 feet to a point;

Thence, continuing to cross Russell Street and Interstate Drive, North 66°00'00" East, 985.00 feet to a point;

Thence, continuing to cross Interstate Drive and said Sports Authority, South 24°00'00" East, 919.00 feet to the point of beginning and containing 905,215 square feet or 20.78 acres, more or less.

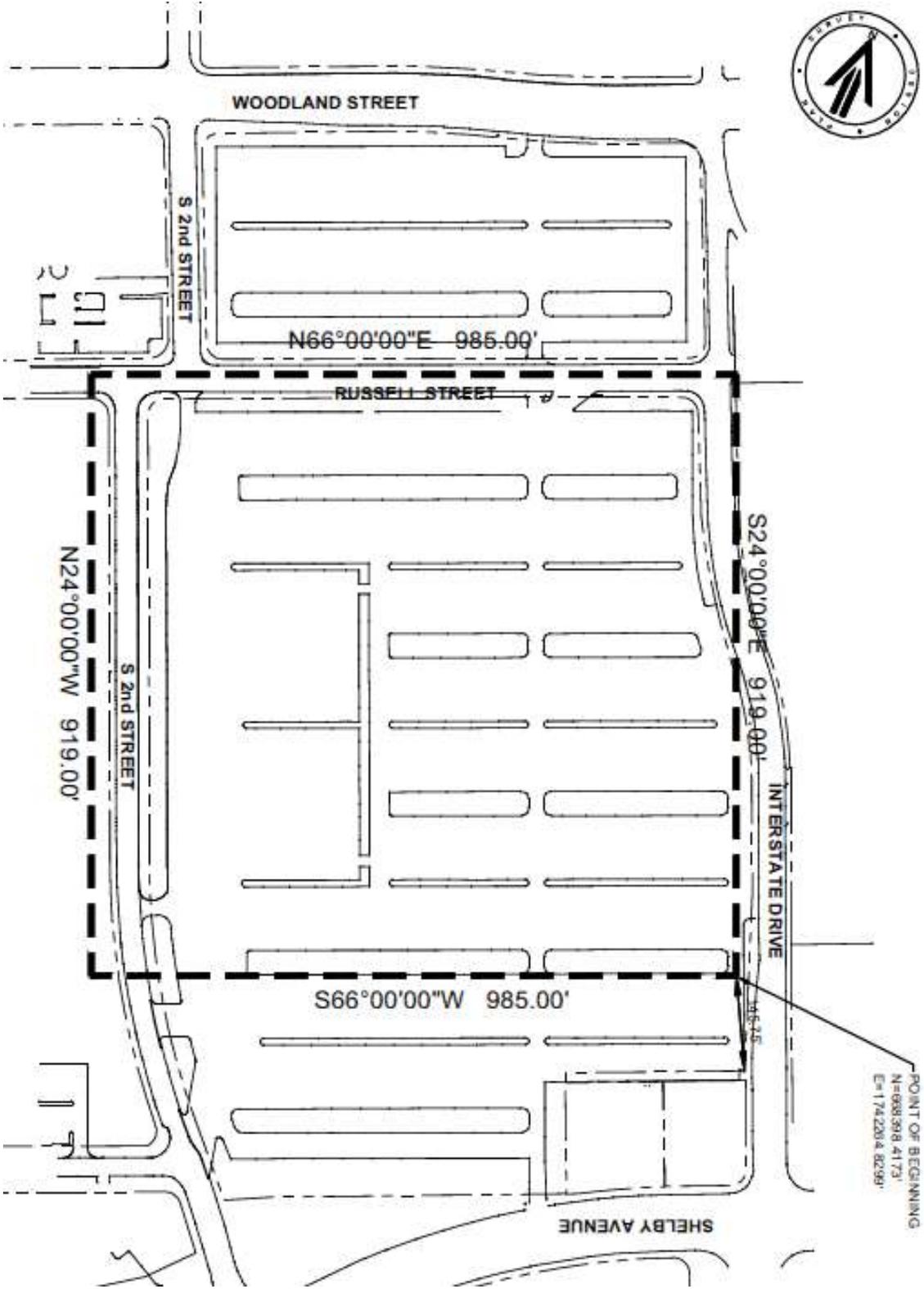


Exhibit B

Form StadCo RNDA

[See attached]

35121763.5

Recording Requested By And
When Recorded Mail to:

Attn: _____

(Space above this line for Recorder's use)

RECOGNITION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

between

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

and

TENNESSEE STADIUM, LLC

Dated as of _____, 202_

RECOGNITION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 202_, by and among THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“**Ground Lessor**”), THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“**Ground Lessee**”), and TENNESSEE STADIUM, LLC, a Delaware limited liability company (“**StadCo**”), who agree as follows:

1. **Recitals.** This Agreement is made with reference to the following recitals:
 - (a) The Metropolitan County Council (the “**Metropolitan Council**”) of The Metropolitan Government of Nashville and Davidson County (the “**Metropolitan Government**”) has determined that the construction of a new enclosed stadium (the “**Stadium**”) and related facilities on a portion of an approximately 95-acre area on the east bank of the Cumberland River in Nashville, Tennessee, as more particularly described in Exhibit A attached hereto (collectively, the “**Premises**”), will encourage and foster economic development and prosperity for the Metropolitan Government; and
 - (b) Pursuant to Chapter 67, Title 7 of the Tennessee Code Annotated (the “**Act**”), the Metropolitan Council has created Ground Lessee for the purpose of exercising all powers granted to a sports authority by the Act, including, without limitation, the financing, constructing and leasing of the Stadium; and
 - (c) Ground Lessor and Ground Lessee have entered into that certain Stadium Site Ground Lease Agreement, dated as of _____, 202_ (the “**Ground Lease**”), providing for the lease of the Premises to Ground Lessee, and certain other matters collateral thereto; and
 - (d) Ground Lessee and StadCo have entered into that certain Stadium Lease Agreement, dated as of _____, 202_ (the “**Stadium Lease**”), providing for, *inter alia*, the lease of the Premises to StadCo, and certain other matters collateral thereto; and
 - (e) Notwithstanding the fact that the Stadium Lease is subordinate to the Ground Lease, the parties hereto desire to enter into this Agreement for the purpose of confirming their understandings and agreements with respect to each of the Ground Lease and the Stadium Lease.
2. **Recognition and Non-Disturbance.** Ground Lessor hereby acknowledges the Stadium Lease, consents to the terms and provisions therein, and agrees to recognize the Stadium Lease as a validly existing Sublease as defined in and pursuant to the terms of the Ground Lease. Ground Lessor agrees that, in the event of any action or proceeding to terminate the Ground Lease or to enforce any other rights or remedies of Ground Lessor under the Ground Lease which could cut-off, destroy, terminate or extinguish the Stadium Lease or StadCo’s interest and estate thereunder, StadCo’s leasehold estate and its other rights and privileges under the Stadium Lease, or any renewals or extensions thereof which may be

effected in accordance with any option therefor which is contained in the Stadium Lease, shall not be terminated, diminished or interfered with by Ground Lessor and StadCo's possession of the Premises shall not be disturbed by Ground Lessor.

3. Prohibition on Amendment and Termination. Each of Ground Lessor and Ground Lessee hereby waive the right to re-enter and relet the Premises and to terminate the Ground Lease, except as may be consented to by StadCo in writing. Each of Ground Lessor and Ground Lessee irrevocably and explicitly agrees and declares that any amendment, termination, modification, replacement, invalidation, or surrender of the foregoing waiver or of the Ground Lease without StadCo's prior written consent shall be null and void.

4. Attornment.

- (a) If the Ground Lease is terminated for any reason or if Ground Lessor, its designee or nominee shall succeed to the rights of Ground Lessee under the Ground Lease upon any action or proceeding to terminate the Ground Lease or to enforce any other rights or remedies of Ground Lessor under the Ground Lease, then Ground Lessor shall notify StadCo in writing of the termination as of the date the termination occurs. Upon any such termination, StadCo shall automatically be deemed to attorn to and recognize Ground Lessor as the landlord under the Ground Lease as of the date of any such termination unless StadCo shall elect otherwise by notice in writing given to Ground Lessor within 60 days after receipt of the foregoing notice of termination. Upon such attornment, the Ground Lease shall continue in full force and effect as, or as if it were, a direct lease between Ground Lessor, its designee or nominee, on one hand, and StadCo, on the other hand, upon all of the terms, covenants, provisions and conditions set forth in the Stadium Lease, and Ground Lessor shall accept the attornment of StadCo, shall not disturb StadCo's right to use and possession of the Stadium and the Premises under, and in accordance with, the Stadium Lease, and shall continue to recognize the estate created under the Ground Lease on the then-remaining terms and conditions thereof and with the same force and effect as if Ground Lessor and StadCo had entered into a direct lease on the same provisions as those contained in the Stadium Lease.
- (b) From the date StadCo attorns to Ground Lessor as provided in this Section 4, StadCo will have no further liability to Ground Lessee for performance under the Stadium Lease.
- (c) From the date StadCo attorns to Ground Lessor as provided in this Section 4, the Stadium Lease shall continue as a direct lease between Ground Lessor and StadCo, with Ground Lessor, in its capacity as landlord under the Stadium Lease, having the same rights as Ground Lessee under the Stadium Lease as if Ground Lessor was the original party thereto and with StadCo having the right to enforce the terms and provisions of the Stadium Lease against Ground Lessor, in its capacity as landlord under the Stadium Lease.

- (d) Ground Lessor and StadCo, immediately upon StadCo's attornment provided in this Section 4, shall enter into a written agreement with the same provisions as those in the Stadium Lease, except for changes that are necessary because of the substitution of Ground Lessor in place of Ground Lessee (the "**New Stadium Lease**"), which New Stadium Lease shall be a direct lease between Ground Lessor and StadCo leasing the totality of the Premises and the Stadium and any and all improvements relating thereto (*i.e.*, the then-existing leased premises under both the Ground Lease and the Stadium Lease) to StadCo. StadCo will have the right to obtain specific performance of Ground Lessor's obligation to enter into the New Stadium Lease under this Section 4.
5. **Notice and Cure.** Ground Lessor agrees to give StadCo a copy of all notices sent by Ground Lessor to Ground Lessee under the Ground Lease simultaneously with the transmission of such notices to Ground Lessee. Ground Lessor agrees not to exercise any right to terminate the Ground Lease due to any default by Ground Lessee thereunder until it has given written notice of such default to StadCo and a period of not less than sixty (60) days for remedying such default should StadCo elect to do so, provided StadCo shall have no obligation to do so. If StadCo elects to cure such default and notifies Ground Lessor of such election, and if such default by Ground Lessee cannot be cured within such sixty (60) day period, the time within which such default of Ground Lessee may be cured by StadCo shall be extended for such reasonable period as may be necessary to complete the curing of the same (which reasonable period shall in no event be less than the period to which Ground Lessee would be entitled under the Ground Lease to effect such cure or remedy) so long as StadCo proceeds promptly to effect a cure and thereafter prosecutes the curing of such default of Ground Lessee with diligence. StadCo's cure of Ground Lessee's default under the Ground Lease shall not be considered an assumption by StadCo of Ground Lessee's other obligations under the Ground Lease, nor shall StadCo's failure or inability to cure Ground Lessee's default under the Ground Lease impair or abrogate any rights of StadCo, or any obligations of Ground Lessor, hereunder including, without limitation, those set forth in Section 3 hereof.
6. **Termination of Stadium Lease.** If the Stadium Lease terminates by reason of (i) Ground Lessee's exercising any right Ground Lessee has under the Ground Lease to terminate, (ii) a rejection in Ground Lessee's bankruptcy, or (iii) the option of Ground Lessee to treat the Ground Lease as terminated under 11 U.S.C. § 365(h)(1)(A)(i), or any comparable provision of law, then (i) Ground Lessor shall enter into a New Stadium Lease at the request of StadCo, on the same provisions as those in the Stadium Lease, except for changes that are necessary because of the substitution of Ground Lessor in place of Ground Lessee. StadCo will have the right to obtain specific performance of Ground Lessor's obligation to enter into the New Stadium Lease under this Section 6.
7. **Default By Ground Lessor.** In addition to and not in limitation of Section 6 above, if Ground Lessor shall default under or breach any of the terms of this Agreement, then StadCo shall have any and all rights and remedies available to it at law or in equity, including, without limitation, specific performance.

8. Miscellaneous.

- (a) *Conflicts with Existing Leases and Agreements.* Except as expressly provided herein, nothing in this Agreement changes in any manner the provisions of the Ground Lease or the Stadium Lease; and nothing in this Agreement waives any right that one party may now have or later acquire against the other parties by reason of those leases and agreements. If any conflict exists between the provisions of this Agreement and the provisions of the Ground Lease or the Stadium Lease, then the provisions of this Agreement will control.
- (b) *No Merger.* Ground Lessee, Ground Lessor, and StadCo agree that fee title to the Premises and the leasehold and subleasehold estates created by the Ground Lease and the Stadium Lease, respectively, shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in any person by purchase, operation of law or otherwise (except as contemplated in Section 4(d) above with respect to the New Stadium Lease).
- (c) *Additional RNDAs.* Ground Lessor and Ground Lessee agree that: (i) they shall each require that any third party that acquires an interest senior to Ground Lessor or Ground Lessee in the Premises, the Stadium, the Ground Lease or the Stadium Lease, and any lender to either of Ground Lessor or Ground Lessee (including to such third parties) having a security interest in the Premises, the Stadium, the Ground Lease or the Stadium Lease, as applicable (each, an “**Interest Holder**”), enter into a recognition, non-disturbance, and attornment agreement substantially similar to this Agreement for the benefit of StadCo, under which the Interest Holder agrees not to disturb StadCo’s use of the Premises and the Stadium, and StadCo’s right to use the Premises and the Stadium will continue in full force and effect as protected under the terms of this Agreement and (ii) upon the request of StadCo, they shall each execute and deliver such additional recognition, non-disturbance and attornment agreements, or other confirmations thereof, substantially similar to this Agreement, for the benefit of StadCo and any permitted assignee of or sublessee under the Stadium Lease, any lender to StadCo or any of its affiliates, or any other party having an interest in the Stadium Lease.
- (d) *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party or any other person must be in writing and shall be deemed properly given via first class, registered or certified mail, postage prepaid, via nationally recognized overnight courier, or if delivered personally (or by bonded courier) to the address designated for the recipient. Notice shall be effective on the date of receipt of the notice by the party being notified. Any party’s address may be changed from time to time by that party by giving notice as provided above to the other parties. No change of address of any party will bind the other parties until notice of the change of address is given as herein provided.
- (1) Ground Lessor’s address:

The Metropolitan Government of Nashville and Davidson County

1 Public Square, Room 205
Nashville, TN 37201
Tel: (615) 862-6770

(2) Ground Lessee's address:

The Sports Authority of the
Metropolitan Government of
Nashville and Davidson County
P.O. Box 196300
Nashville, TN 37219
Tel: (615) 880-1021

With copy to:

The Metropolitan Government of Nashville and Davidson County
1 Public Square, Room 205
Nashville, TN 37201
Tel: (615) 862-6770

(3) StadCo's address:

c/o Tennessee Titans
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
ATTN: _____
Email: _____

With copy to:

Tennessee Titans
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
ATTN: Dan Werly, General Counsel
Email: DWerly@titans.nfl.com

- (e) *Successors.* This Agreement is binding on, and inures to the benefit of, the parties and their successors.
- (f) *Definitions.* "Including" is a term of enlargement (rather than of limitation) that means "including but not limited to."

- (g) *Counterparts.* The parties may sign this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement. Facsimile signatures or signatures transmitted by email or other electronic means will be effective to bind each of the parties.
- (h) *Governing Law.* This Agreement is to be governed by, and construed in accordance with, the laws of the State of Tennessee. In the event of any proceedings regarding this Agreement, venue will be the state courts of Tennessee located in Davidson County or in the U.S. District Court for the Middle District of Tennessee.

(Signatures Follow)

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

ATTEST BY:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

Metropolitan Clerk

Metropolitan Mayor

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, John Cooper and Austin Kyle, with whom I am personally acquainted, and who acknowledged themselves to be the Mayor and Clerk, respectively, of The Metropolitan Government of Nashville and Davidson County, a Tennessee governmental entity, the within named bargainer, and that they as such respective officers, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the entity by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

ATTEST BY:

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

Emmett Wynn
Secretary

Cathy Bender
Chair

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Cathy Bender and Emmet Wynn, with whom I am personally acquainted, and who acknowledged themselves to be the Chair and Secretary, respectively, of The Sports Authority of the Metropolitan Government of Nashville and Davidson County, a Tennessee governmental entity, the within named bargainor, and that they as such respective officers, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the company by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

TENNESSEE STADIUM, LLC

By: _____
Burke Nihill
President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Burke Nihill, with whom I am personally acquainted, and who acknowledged himself to be the President of Tennessee Stadium, LLC, a Delaware limited liability company, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

Exhibit A

PREMISES

Being a 100' Buffer Yard surrounding the proposed Titans Stadium. Said stadium is located in the 6th Council District of Nashville, Davidson County, Tennessee. Said Stadium is located on a part of Lot 8 and 9 as shown on the plat entitled, Tennessee NFL Stadium, of record in Plat Book 9700, page 986, Register's Office for Davidson County, Tennessee. Said lots were conveyed to The Sports Authority of the Metropolitan Government of Nashville and Davidson County, of record in Deed Book 11634, page 297, Register's Office for Davidson County, Tennessee. Said buffer is hereby described as follows:

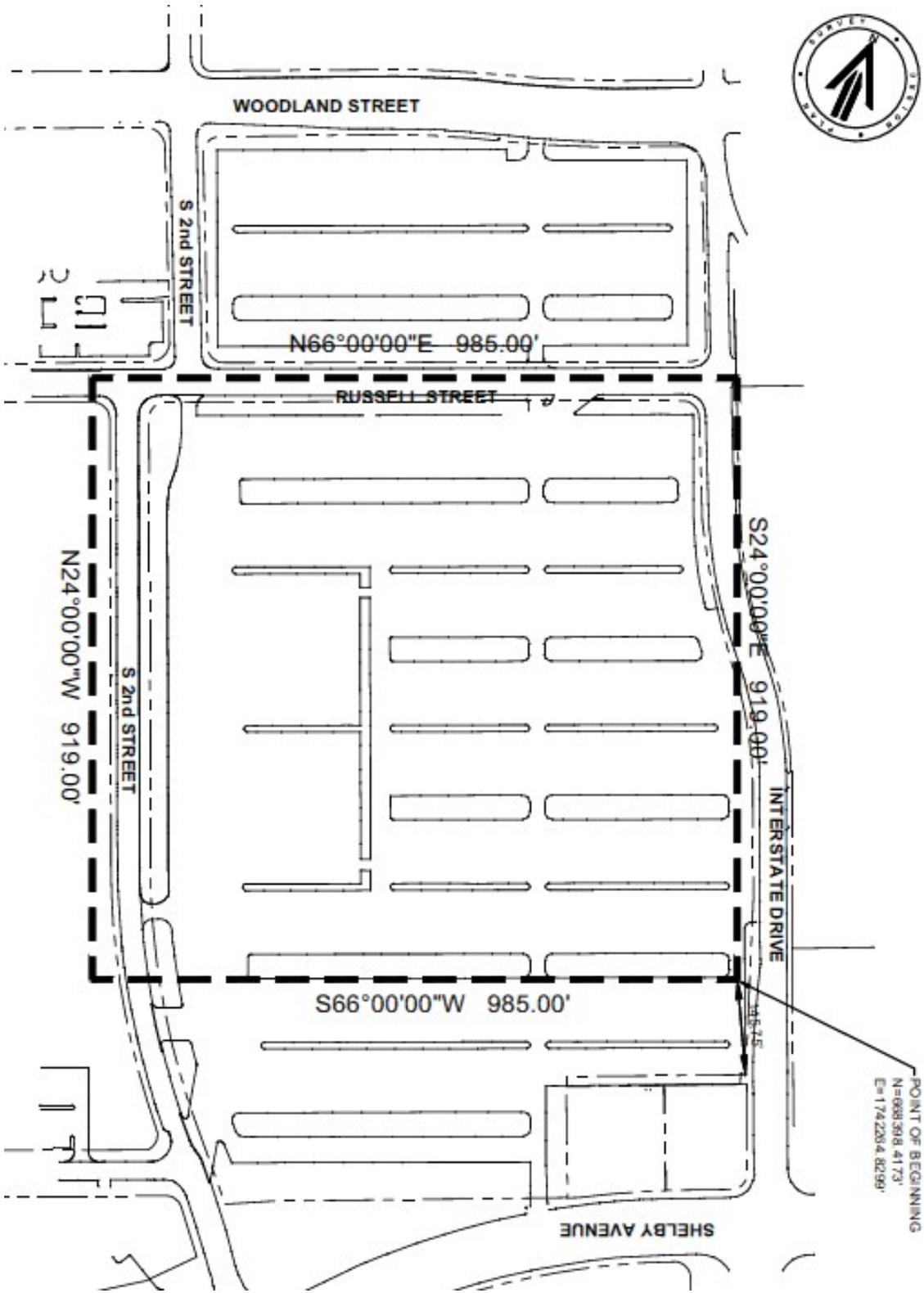
Beginning at a point 145.75 feet northwest of the southeasterly corner of said Sports Authority, with State Plane coordinates of: N=668398.4173', E=1742264.8299';

Thence, crossing said Sports Authority and S 2nd Street, South 66°00'00" West, 985.00 feet to a point;

Thence, continuing to cross said Sports Authority and Russell Street, North 24°00'00" West, 919.00 feet to a point;

Thence, continuing to cross Russell Street and Interstate Drive, North 66°00'00" East, 985.00 feet to a point;

Thence, continuing to cross Interstate Drive and said Sports Authority, South 24°00'00" East, 919.00 feet to the point of beginning and containing 905,215 square feet or 20.78 acres, more or less.



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