

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2025-1118

Madam President:

1. I hereby move to amend Ordinance No. BL2025-1118 by replacing the License and Lease Agreement that was originally filed with the updated License and Lease Agreement attached to this amendment.

SPONSORED BY:

Emily Benedict
Brandon Taylor
Member of Council

LICENSE AND LEASE AGREEMENT

BY AND BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND

DAVIDSON COUNTY

AND

POWERS MANAGEMENT, L.L.C.

This LICENSE AND LEASE AGREEMENT (“Agreement”) is made and entered into as of July 1, 2025 (the “Effective Date”) by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, BY AND THROUGH THE METROPOLITAN BOARD OF PARKS AND RECREATION, and POWERS MANAGEMENT, L.L.C., a Tennessee limited liability company (“Manager”).

RECITALS:

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro") owns and, through the Metropolitan Board of Parks and Recreation (“Parks”), operates Centennial Sportsplex located at 222 25th Ave. N., Nashville, Tennessee 37203; and,

WHEREAS, Metro and Nashville Hockey Club Limited Partnership ("NHCLP") are parties to the License and Lease Agreement dated October 1, 1998, as authorized by Ordinance No. O96-428, as amended by Ordinance No. BL2016-420 for a lease of a portion of the Facility (the "Existing Agreement"); and

WHEREAS, Manager is wholly owned subsidiary of Predators Holdings, LLC, the parent company of NHCLP; and

WHEREAS, in order to facilitate this Agreement, Metro and NHCLP are entering into a Conditional Lease Termination Agreement on the Effective Date, pursuant to which the Existing Agreement is conditionally terminated, such termination to be void if Manager terminates this Agreement prior to expiration of the Inspection Period as set forth in Section 2.1 below (the “Conditional Termination Agreement”); and

WHEREAS, Metro desires to enter into this Agreement with Manager to ensure that the Facility is (i) operated and managed in a first class manner and (ii) used for the playing and public exhibition of hockey and other sporting activities and events; and

WHEREAS, the Facility will be the practice facility for the Nashville Predators; and

WHEREAS, it is to the benefit of the residents of Metro that the Existing Agreement be replaced by the Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, Metro 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:

“**Additional Rent**” shall have the meaning ascribed thereto in Article 3.3.

“**Advertising**” shall mean the exclusive sale of all internal and external advertising or sponsorship rights to the Facility, including but not limited to dasher boards, Zamboni, scoreboard, video elements, signage, advertising displayed on items worn or carried by personnel at all events at the Facility, ticket advertising, sponsorship of events, all logo or other forms of advertising affixed to or included with cups, hats, t-shirts or other concession or promotional or “give away” items, pocket schedules, and all other print and display advertising, advertising of food and beverage in the Facility, announcements made on any audio or video public address systems and advertising in connection with Broadcast Rights as well as other type of advertising now or existing or created in the future that is commonly used by other professional sports organizations, and other mutually agreed upon opportunities.

“**Affected Metro Employees**” shall have the meaning ascribed thereto in Article 5.2.

“**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.

“**Agreement**” shall mean this License and Lease agreement by and between Metro and Manager.

“**Alterations**” shall have the meaning ascribed thereto in Article 7.1.

“**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.

“**Arena Lease Agreement**” shall mean that certain lease agreement dated July 1, 2019, by and between the Metro Sports Authority and Manager for the operation and use of Bridgestone Arena in Nashville, Tennessee.

“**Arena Tenancy Agreement**” shall mean that certain tenancy agreement dated July 1, 2019, by and between the Metro Sports Authority and NHCLP for the occupancy of Bridgestone Arena in Nashville, Tennessee.

“**Base Rent**” shall have the meaning ascribed thereto in Article 3.2.

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

“**Branding Rights**” shall have the meaning ascribed thereto in Article 8.3.

“**Broadcast Rights**” shall mean radio and television broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio rights and similar rights by whatever means or

process, now existing or hereafter developed, for preserving, transmitting, disseminating or reproducing for hearing or viewing events at the Facility.

“**Building**” shall mean the combination of the Facility and the Excluded Areas located at 222 25th Ave. N., Nashville, Tennessee 37203.

“**CAMP**” shall have the meaning ascribed thereto in Article 6.3.

“**Commencement Date**” shall have meaning ascribed thereto in Article 2.1.

“**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 Facility.

“**Control**” shall mean the power to direct the management or policies of an entity or conduct the day-to-day business operations of such entity (directly or indirectly), whether through the ownership of voting securities, partnership or other ownership interests, by contract or otherwise.

“**Damages**” shall mean all claims, liabilities, demands, impositions, suits, causes of action, losses, investigations, proceedings, damages, penalties, fines, assessments, deficiencies, interest, expenses and judgments, including reasonable attorneys' fees, litigation expenses, court costs and disbursements and arbitration fees and awards.

“**Due Diligence Materials**” means reports, documents, and correspondence provided by Metro to Manager prior to the Commencement Date with respect to the following: descriptions and costs of significant repair and maintenance work performed at the Facility over the last five years; projected significant repair and maintenance work on the Facility for the next five years; existing maintenance agreements related to the Facility; names, job descriptions, and salaries for existing employees at the Facility; concession agreements; license agreements and schedules for the Legacy Programs; and a list of equipment used at the Facility.

“**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.

“**Excluded Areas**” shall mean the portions of the Facility as shown on the attached Exhibit A-1 and A-2 (including, without limitation, the roof, foundation, and other structural components of the Excluded Areas).

“**Excluded Area Common Areas**” shall have the meaning ascribed thereto in Article 5.6.

“**Excluded Areas Systems**” shall mean the mechanical, HVAC, plumbing, electrical, structural, pool, and other systems for the operating of the Excluded Areas.

“**Expiration Date**” shall mean June 30, 2049; provided however, if the Arena Lease Agreement or Arena Tenancy Agreement is terminated, then the Expiration Date shall be the date of such termination, and if either the Arena Lease Agreement or Arena Tenancy Agreement term is extended, then Manager shall have the option to extend the Expiration Date of this Agreement to align with the expiration date of the aforementioned agreements, which option may only be exercised by providing written notice to Metro of such election within fifteen (15) days after the extension of the Arena Lease Agreement or the Arena Tenancy Agreement (as applicable).

“**Facility**” shall mean the Metro-owned Centennial Sportsplex Facility located at 222 25th Ave. N., Nashville, Tennessee 37203 as shown on the attached Exhibits A-1 and A-2, including the exterior

façade of the Facility, but does not include sidewalk and steps at the entrance, and does not include the Excluded Areas shown on Exhibits A-1 and A-1.

“**Facility Common Areas**” shall have the meaning ascribed thereto in Article 5.7.

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

“**Facility Systems**” shall mean the mechanical, HVAC, plumbing, electrical, structural, and other systems for the operating of the Facility, including, without limitation, card-key security, fire alarms, and sound systems.

“**Full Replacement Cost**” shall have the meaning ascribed thereto in Article 10.1.

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

“**Ice Rinks**” shall mean, collectively, Ice Rink One and Ice Rink Two.

“**Ice Rink One**” shall mean that area of the Facility identified as “Ice Rink One” on Exhibit A-2 attached hereto.

“**Ice Rink Two**” shall mean that area of the Facility identified as “Ice Rink Two” on Exhibit A-2 attached hereto.

“**Impositions**” shall mean (a) Taxes (including without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the Commencement Date and whether or not to be completed within the Term) and all payments in lieu of such taxes; (b) personal property taxes and all payments in lieu of such taxes; (c) occupancy and rent taxes; (d) water, water meter and sewer rents, rates and charges; (e) vault charges; (f) levies; (g) license and permit fees; (h) service charges, with respect to police protection, fire protection, street and highway maintenance, construction and lighting, sanitation and water supply, if any; (i) excise or similar taxes imposed or levied upon, assessed against or measured by Rent payable hereunder, (j) all excise, sales, value added, use and similar taxes; (k) payments in lieu of each of the foregoing expressly so designated; (l) fines, penalties and other similar or like governmental charges applicable to any of the foregoing and any interest or costs with respect thereto; and (m) any and all other federal, state, county and municipal governmental and quasi-governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, and any interest or costs with respect thereto, in each case solely to the extent attributable to the Facility.

“**Initial Capital Improvements**” shall have the meaning ascribed in Article 3.1.

“**Initial Full Replacement Cost**” shall have the meaning ascribed in Article 10.1.

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

“**Interest Rate**” shall mean a rate per annum equal to four percent (4%) over the prime rate described in the Wall Street Journal for the last business day of the calendar month immediately preceding the late payment.

“**Legacy Programs**” means the Nashville Youth Hockey League, Nashville Skating Academy, and all other figure skating and ice hockey programs currently operating at the Facility as of the Effective Date.

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

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

“**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.

“**Material Alteration**” shall mean any single Alteration, the cost of which is reasonably expected to be \$250,000 or more, or any series of related Alterations, the aggregate cost of which is reasonably expected to be \$250,000 or more, that is not included as part of the CAMP.

“**Merchandise**” shall mean the sale of (i) all convenience items, novelties, toys, souvenirs, 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 Facility.

“**Metro’s Equipment**” shall mean all fixtures, installations, equipment and other personal property listed on the attached Exhibit B.

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

“**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, Alterations other than Major Alterations, Maintenance other than Major Repairs, wages, salaries and employee benefits, utility charges and deposits, reasonable audit fees (including the cost of providing any certificates required hereunder), 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 Facility, 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 Facility-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 Facility events, and all Damages, losses, or expenses suffered or paid by Manager as the result of any and all claims, demands, suits, causes of actions, proceedings, judgments and liabilities, including reasonable attorney's fees incurred in litigation or otherwise, assessed, incurred or sustained by or against any of them including under or pursuant to contracts executed by Manager in accordance with the authority granted to it under the Agreement.

Notwithstanding the foregoing, Operating Expenses shall exclude the following: income taxes payable by Manager on the income from the Facility; the costs of restoration of the Facility following a casualty of condemnation; wages, salaries, or other compensation paid to any employee of Manager or any Affiliate of Manager to the extent not engaged in the accounting, operation, management, maintenance, repair, or day-to-day operation of the Facility; any costs associated with Manager's or its Affiliates' corporate existence, administration, operation or overhead, including, but not limited to, franchise taxes, entity filing fees, or preparation or filing of entity tax returns; any other costs or expenses to the extent not directly related to the Facility; principal, interest or other payments on any indebtedness of Manager or any expenses in connection therewith; reserves for future expenses; any expense which is reimbursed by insurance, warranties or third parties; interest and penalties on any expenses, except to the extent incurred as a result of a default by Metro under this Agreement; and costs or expenses incurred due to Manager's breach of this Agreement, gross negligence or intentional misconduct or the gross negligence or intentional misconduct of any of its Affiliates' or its or their employees, agents, contractors, or workmen.

“Operating Revenues” shall mean all receipts, revenues and income arising from the use, operation and enjoyment of the Facility (inclusive of the Parking Area), including, but not limited to revenues derived from the sale of Merchandise, Advertising, Broadcast Rights, Naming Rights, Concessions, Pouring Rights, facility rental fees, admission fees, skate/equipment rental fees, sales of event tickets (including applicable seat use and facility charges), membership fees, locker rental fees, sublease fees, and video game revenues.

“Operating Year” shall mean each twelve month period beginning July 1 and ending June 30 during the Term.

“Parking Area” shall mean the area noted on Exhibit A-1

“Plans” shall have the meaning ascribed in Article 3.1.

“Permitted Use” shall have the meaning ascribed thereto in Article 5.1.

“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.

“Prohibited Person” shall mean any of the following:

i. any Person (or any Person whose operations are directed or controlled by a Person) that is known to Manager (upon commercially reasonable inquiry of publicly available information) to (a) have been convicted or has pleaded guilty in a criminal proceeding to a felony or any crime involving moral turpitude or (b) be an on-going target of a grand jury investigations convened pursuant to applicable statutes concerning organized crime;

ii. any Person listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the “Executive Order”);

iii. any Person that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order;

iv. any Person who has been publicly identified by any United States governmental authority having jurisdiction with respect to such matters as a Person who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order;

v. any Person that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.treasury.gov/ofac/downloads/sdnlist.pdf, or at any replacement website or other replacement official publication of such list;

vi. any country, or any Person that, directly or indirectly, is controlled (rather than only regulated) by a government, the effects of the activities of which are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the following: (a) the Trading with the Enemy Act of 1917, as amended, (b) the International Emergency Economic Powers Act of 1976, as amended, and (c) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, as amended;

vii. any Person that controls, is controlled by, or is under common control with (including any indirect partners, members, principals or controlling equity investors thereof) any nation, organization or group adjudicated in violation, or under indictment for violation, of or under any applicable anti-money laundering and antiterrorist laws, regulations, rules, executive orders and government guidance (including, without limitation, USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Treasury), and other agency rules and regulations;

viii. any Person that is in pending litigation with Metro (or litigation threatened in writing against Metro); provided that (A) tax appeals and other disputes regarding administrative governmental functions shall not be considered litigation for the purposes of this provision, and (B)(i) Metro shall deliver written notice of any such pending or threatened litigation within five (5) business days of Manager providing Metro with notice of the identity of any such Person and (ii) Manager shall be entitled to rely on such notice or lack thereof for a period of up to sixty (60) days after Manager’s receipt of the same;

ix. to the extent that this Agreement constitutes a contract to acquire or dispose of services, supplies, information technology, or construction for the purposes of Tennessee Code Annotated Section 12-4-119 (as the same may be amended, supplemented, or replaced from time to time), any Person engaged in a “Boycott of Israel” (as that phrase is defined in such Section); or

x. any “prohibited foreign party” or “prohibited foreign-party-controlled business,” as those phrases are defined in Tennessee Code Annotated Section 66-2-302 (as the same may be amended, supplemented, or replaced from time to time).

“**Rent**” shall mean, collectively, Base Rent, Additional Rent, and the portion of the Net Operating Income payable to Metro pursuant to Article 8.6.

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

“**Reset Date**” shall have the meaning ascribed thereto in Article 10.1.

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

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

“**Substantial Completion**” shall have the meaning ascribed in Article 3.1.

“**Successor**” shall have the meaning ascribed thereto in Article 20.22.

“**Taxes**” shall mean real property (including with respect to a possessory interest in real property) taxes and assessments, ordinary and extraordinary, general and specific.

“**Term**” shall have the meaning ascribed thereto in Article 2.2.

ARTICLE 2. TERM

2.1 Inspection Periods and Commencement of Operation. Manager will have until 5:00 p.m. Central time on March 31, 2026 (the “Inspection Period”) in which to make such determinations with respect to the physical condition of the Facility and the operation of Facility as Manager deems appropriate and to elect either to continue or terminate this Agreement. Manager may terminate this Agreement as Manager’s sole and exclusive remedy by delivering a written termination notice to Metro at any time prior to expiration of the Inspection Period, in which case neither Manager nor Metro will have any further liability to the other under this Agreement except as otherwise expressly set forth herein. For avoidance of doubt, if this Agreement is terminated prior to the end of Inspection Period, the terms of the Existing Agreement shall remain in full force and effect as more particularly set forth in the Conditional Termination Agreement. If Manager fails to terminate this Agreement prior to the expiration of the Inspection Period as set forth above, then this Agreement will continue and remain in full force and effect throughout the Term unless earlier terminated as set forth in this Agreement. If Manager elects not to terminate this Agreement pursuant to this Article 2.1 on or before March 31, 2026, Manager shall commence operations as the manager and operator of the Facility on the later of May 1, 2026, or five business days after the end of the Nashville Predators 2025-2026 hockey season (the “Commencement Date”). Manager shall send Metro a written request for Equipment Warranties in accordance with Article 6.6.

2.2 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 Metro 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.

2.3 Surrender. Upon the expiration or termination of this Agreement, Manager shall promptly and peaceably surrender the Facility to Metro, in broom-clean condition, in good working order and condition, as from time to time altered in compliance with this Agreement, ordinary wear and tear excepted, and leaving all of Metro’s Equipment and other property owned by Metro. Manager agrees to execute any and all documents necessary to evidence such transfer promptly upon Metro’s request therefor. Manager

shall be entitled to remove all decorations, trade fixtures, moveable machinery and other equipment of Manager or its sub-tenants or licensees; provided, however, that Manager may not remove any fixtures or any property furnished by Metro that is necessary for the continued operation of the Facility as an ice rink, including, without limitation, any Zambonis or other ice resurfacers. Manager shall repair any damage to the Facility resulting from the removals described in the previous sentence. Manager shall surrender to Metro all keys to or for the Facility and inform Metro of all combinations of locks and vaults, if any, in the Facility. Further, upon the expiration or termination of this Agreement, Metro shall have the right to purchase from Manager, at the depreciated value, any fixtures and property necessary for the continued operation of the Facility as an ice rink that was furnished by Manager.

2.4 Early Termination. During the Term and any extension thereto, if the Arena Lease Agreement is terminated then this Agreement shall terminate effective upon the termination of the Arena Lease Agreement or the Arena Tenancy Agreement, in which case Manager shall promptly surrender the Facility to Metro in accordance with Article 2.3 above.

2.5 Holding Over. If Manager holds possession of the Facility after the expiration or sooner termination of the Term of this Agreement with Metro's prior written consent, then Manager shall be deemed to be occupying the Facility as a tenant from month-to-month subject to all of the conditions, provisions and obligations of this Agreement (insofar as the same may be applicable or adjusted to a month to month tenancy), as far as applicable, except that the portion of the Net Operating Income payable to Metro pursuant to Article 8.6 below during such period shall be equal to one hundred twenty-five percent (125%) of the monthly Net Operating Income that would otherwise be payable to Metro pursuant to Article 8.6 below. Such tenancy shall not constitute a renewal hereof or an extension for any further term. If Manager holds possession of the Facility after the expiration or sooner termination of the Term of this Agreement without Metro's prior written consent, then Manager shall be a tenant at sufferance subject to the terms and conditions of this Agreement, except that the portion of the Net Operating Income payable to Metro pursuant to Article 8.6 below during such period shall be equal to one hundred fifty percent (150%) of the Net Operating Income that would otherwise be payable to Metro pursuant to Article 8.6 below. Nothing contained in this Article 2.5 shall be construed as consent by Metro to any holding over by Manager, and Metro expressly reserves the right to require Manager to surrender possession of the Facility to Metro upon 30 days' written notice to Manager after the expiration or other termination of this Agreement. The provisions of this Article 2.5 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Metro provided herein or at law or equity with respect to a holding over by Manager. If Manager fails to surrender the Facility upon the expiration or earlier termination of this Agreement, Manager shall indemnify and hold Metro harmless from and against any and all Damages resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure by Manager to surrender the Facility, and any loss of profits and consequential, special, and indirect damages to Metro resulting therefrom (in each case, regardless of whether such damages are foreseeable).

ARTICLE 3. INITIAL CAPITAL IMPROVEMENTS AND RENT

3.1 Initial Capital Improvements. Manager shall cause to be constructed at its sole cost and expense the initial capital improvements to the Facility as conceptually described in the attached Exhibit C (the "Initial Capital Improvements"). Manager shall not be entitled to construct the Initial Capital Improvements until the Commencement Date. The Parties understand that Manager may not know the full scope of the Initial Capital Improvements until after the Commencement Date. Prior to commencement of

construction or installation of any Initial Capital Improvements, Manager must submit to Metro complete plans and specifications of such work (the “Plans”) for Metro’s approval, not to be unreasonably withheld, conditioned or delayed. In connection with Metro’s approval of the Plans, Manager and Metro will cooperate in good faith to establish a Substantial Completion date for the Initial Capital Improvements, and Manager will use commercially reasonable efforts to achieve Substantial Completion by such date, subject to Events of Force Majeure. In constructing the Initial Capital Improvements, Manager shall comply with all the terms and conditions regarding Alterations set forth below in Article 7. As used herein, the term “Substantial Completion” means (i) the substantial completion of construction or installation the Initial Capital Improvements in accordance with the Plans, except for small or inconsequential deviations from the Plans (and subject to reasonable punch list items), as established by Manager’s delivery to Metro of a certificate of occupancy or its equivalent for the Initial Capital Improvements issued by the appropriate governmental authority, if a certificate is so required by a governmental authority, or if not so required then by Manager’s delivery to Landlord of a Certificate of Substantial Completion on standard AIA Form certified by Manager’s architect.

3.2 Rent. Manager shall pay Metro annual rent in the amount of ten dollars (\$10.00) on or before July 1 of each calendar year of the term of this Agreement (“Base Rent”).

3.3 Additional Rent. In addition to Base Rent, Manager shall also pay and discharge directly to third parties or, if applicable pursuant to the terms of this Agreement, to Metro as additional rent all sums, charges, costs and expenses of every kind and nature that are associated with the Facility as set forth in this Agreement or otherwise during the Term (except for any costs or expenses specifically allocated to Metro by this Agreement), including, without limitation, all Impositions; all costs of construction, demolition, maintenance, and repair of the Facility, including without limitation the Improvements in accordance with the terms of this Agreement; and all Operating Expenses (collectively, the “Additional Rent”). Manager shall pay such Additional Rent prior to the date the same would become delinquent. In the event Manager is assessed any Impositions by Metro, Metro shall reimburse Manager for utility costs paid by Manager under Article 4.1 and Manager’s Insurance premiums paid by Manager under Article 10 during the subsequent Lease year follow the payment of the Imposition(s) up to the full amount of the Imposition(s) paid to Metro by Manager. Such reimbursement shall be made within thirty (30) days after the end of the Lease year in which the Impositions were paid. In the event the utility costs and insurance premiums paid in a given Lease year are less than the amount of the Impositions paid, then Manager shall receive a credit for the difference to be applied to future insurance premiums and utility payments.

ARTICLE 4. UTILITIES

4.1 Basic Utilities. Metro shall be responsible for providing commercially reasonable access to water, electricity, sanitary sewer service and heating and air conditioning to the Facility (“Basic Utilities”). Manager hereby acknowledges and agrees that, as of the Effective Date, the Facility has access to all Basic Utilities required for Manager’s contemplated uses of the Facility. From and after the Commencement Date, all utility costs for the Facility shall be the responsibility of Manager. Throughout the Term, Manager shall have the right, but not the obligation, to install separate utility meters for the Facility, and Metro shall reasonably cooperate with Manager’s efforts to obtain such separate utility meters, including, without limitation, agreeing to separate utility meters for the Excluded Areas. Metro shall not be liable for any failure or interruption of any utility service being furnished to the Facility, and, subject to the last sentence of this Article 4.1, no such failure or interruption shall entitle Manager to any abatement or right to terminate this Agreement. In the event that any utilities are not separately metered for the Facility

and are furnished by Metro, Manager shall pay to Metro its proportionate share of the cost of such utilities within ten (10) business days after receipt of a written invoice therefor. As used in this Article 4.1, “proportionate share” means an equitable allocation of such utility costs for the Facility as determined by a third-party engineer reasonably acceptable to the parties (with the cost of such third-party engineer being divided equally between Metro and Manager). If substantially all of the Basic Utilities shall be unobtainable as a result of condemnation by a governmental entity or other entity having the power of eminent domain, and Metro and Manager mutually determine, within a reasonable period of time after such taking (not to exceed 90 days) that the Facility cannot economically and feasibly be used by 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. Manager shall be responsible for contracting for and paying the cost of all utility services for the Facility, including, but not limited to, telephone service, additional phone lines for computers and cable television service. For the avoidance of doubt, Manager will not be responsible for any utilities in connection with the Excluded Areas.

ARTICLE 5. LEASE AND USE

5.1 Lease and Use of Facility. Subject to and in accordance with the terms of this Agreement, Metro hereby leases to Manager and grants Manager the sole and exclusive right to use, manage and operate and license the Facility for sports and recreational uses that are appropriate for the Facility and a broad range of civic, community, athletic, sports, educational, cultural, and commercial activities incidental thereto, including, but not limited to, the sale of Merchandise, Advertising, Naming Rights and Concessions in connection with such sports and recreational uses (collectively, the “Permitted Use”). Manager shall have the right to license the use of the Facility to Tennessee State University or another amateur sports team provided the terms of such license are consistent with the provisions of this Agreement. Such license shall not relieve Manager of any of its responsibilities provided in this Agreement. Manager may not license the use of the Facility to a professional or non-amateur non-hockey team without the prior written consent of Metro, such consent not to be unreasonably withheld, conditioned, or delayed. For avoidance of doubt, Manager shall be allowed to permit or license the use of the Facility to teams and organizations affiliated with the NHL, American Hockey League (AHL), the East Coast Hockey League (ECHL), and the Southern Professional Hockey League (SPHL) without the prior consent of Metro.

5.2 Personnel. Manager will hire and supervise all personnel related to the Facility, including, but not limited to, janitorial, instructional, building and ice maintenance, administrative, secretarial, clerical, Facility-specific security personnel and bookkeepers (collectively, “Manager Personnel”). Manager Personnel will expressly exclude basic security, lawn care and landscaping for the Excluded Area and the exterior perimeter of the Facility including the Parking Area and outdoor grounds, for which it is the understanding of the Parties that such security and maintenance will be provided by Metro Parks Police and groundskeeping staff. Any additional security necessary for the Facility, as determined by the Manager, will be deemed Manager Personnel. All employees and vendors hired by Manager shall be employees or vendors of Manager and not of Metro. Manager shall have complete and absolute discretion with respect to the number, functions, qualifications, compensation and other terms and conditions relating to its employees and vendors. Upon reasonable request by Metro and appropriate advance notice, Manager shall allocate Manager Personnel for use by Metro within the Excluded Area provided that Metro reimburses Manager for the prorated costs of the salary and fringe benefits of the Manager Personnel utilized by Metro. Manager and Metro agree to work together in good faith regarding the allocation and cost reimbursement of Manager Personnel.

Pursuant to Metropolitan Code of Laws §4.12.095, after the Inspection Period and to the extent this Agreement would result in the termination, relocation, transfer or furloughing one or more employees of Metro at the Facility (“Affected Metro Employees”), Manager will provide job offers to applicable Metro employees at Facility. Affected Personnel includes four full-time positions (Facility Coordinator, Special Programs Coordinator, Specialized Skills Instructor, Recreation Leader) and five part-time positions (three 30-hour Recreation Leaders) and two 19-hour Recreation Leaders. Metro shall provide Manager notice of any changes to the number of Affected Metro Employees no later than February 27, 2026. Metro shall also provide Manager with copies of information necessary to comply with this paragraph, including but not limited to job descriptions, compensation and benefits for Affected Metro Employees on or before February 27, 2026.

5.3 Covenant of Quiet Enjoyment. Subject in all events to the terms and conditions of this Agreement, Metro covenants that if, and so long as, 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, Manager shall quietly enjoy its rights under this Agreement without hindrance or disturbance by Metro, Metro’s invitees at the Excluded Area or by any other person lawfully claiming the same by, through or under Metro.

5.4 Delivery of the Facility. Metro shall deliver to Manager the Facility in its present condition, “AS IS”, “WHERE-IS”, it being agreed that except as otherwise expressly set forth in this Agreement, Metro shall not have any obligation to do any work on or with respect to the Facility, or the condition thereof. Except as otherwise expressly set forth in this Agreement, Manager acknowledges that Manager has entered into this Agreement making and relying upon its own investigation or the physical, environmental, land use entitlements, economic use, compliance, and legal condition of the Facility. Manager accepts the Facility in the existing condition and state of repair in an “AS-IS,” “WHERE-IS” condition, with all faults, and, except as otherwise expressly set forth in this Agreement, (A) no representations, statements, or warranties, written or oral, express or implied, have been made by or on behalf of Metro in respect of (i) the Facility, (ii) the physical condition thereof, (iii) reliability of any information furnished to Manager, (iv) the presence of any Hazardous Substances or other environmental conditions, (v) the zoning or other laws, regulations, rules and orders applicable thereto, (vi) any Impositions, or (vii) the use that may be made of the Facility; (B) that Manager has relied on no such representations, statements or warranties; and (C) that Metro shall in no event whatsoever be liable for any latent or patent defects in the Facility. Manager shall be deemed to have agreed to accept leasehold title to the Facility in the condition thereof as of the Commencement Date subject to all matters of record. Metro shall continue to maintain the Facility in its present condition during the Inspection Period to ensure the Facility is safe and operable, and that all mechanical systems are functioning as designed. With the understanding that Metro will have no responsibility or liability for maintaining the Facility upon the expiration of the Inspection Period, Metro will use commercially reasonable efforts to notify Manager of known material problems or defects associated with the Facility during the Inspection Period, provided that Metro shall have no obligation to cause additional Facility studies to be performed. For the avoidance of doubt, Manager is not responsible for (i) the presence or continuing presence of any hazardous substances or other environmental conditions existing as of the Commencement Date and not caused by Manager or any other Manager Parties (defined below) or (ii) issues related to zoning or other laws, regulations, rules and orders applicable thereto prior to the Commencement Date.

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 in common with all others granted such rights by Metro and subject to such reasonable rules and regulations as may be promulgated by Metro from time to

time. Notwithstanding the foregoing, Manager shall not have the right to license the Parking Area, to third parties or otherwise grant any Person the right to use the Parking Area other than Manager and its employees, agents, invitees, and guests, without Metro's prior written consent in its sole discretion. The Parties agree to cooperate in good faith throughout the term of this Agreement regarding parking solutions in an effort to adequately address the parking needs of both Parties.

5.6 Shared Use of Excluded Areas. Manager and its authorized employees, agents, invitees, and guests shall have the right to use, on a non-exclusive basis and in common with all others granted such rights by Metro and subject to Metro's rights set forth in this Agreement, in a proper and lawful manner, the common entranceways, hallways, lobbies, stairways, pedestrian walkways, outdoor grassy areas and sidewalks in the Excluded Area, and such other portions of the Excluded Area specifically designated by Metro, from time to time, for the general use and convenience of Manager, any other tenants of the Excluded Area, and their authorized employees, agents, invitees, and guests (collectively, the "Excluded Area Common Areas"). All such use of the Excluded Area Common Areas by Manager and its employees, agents and invitees shall be subject to the terms of this Agreement and to such reasonable rules and regulations as may be promulgated by Metro from time to time.

5.7 Shared Use of Facility Common Areas. Metro and its authorized employees, agents, invitees, and guests shall have the right to use, on a non-exclusive basis and in common with all others granted such rights by Manager and subject to Manager's rights set forth in this Agreement, in a proper and lawful manner, the common entranceways, lobbies, hallways, stairways, pedestrian walkways, and sidewalks in the Facility, and such other portions of the Facility specifically designated by Manager, from time to time, for the general use and convenience of Manager, any other tenants of the Facility, and their authorized employees, agents, invitees, and guests (collectively, the "Facility Common Areas"). All such use of the Facility Common Areas by Metro and its employees, agents and invitees shall be subject to the terms of this Agreement and to such reasonable rules and regulations as may be promulgated by Manager from time to time.

5.8 Prohibited Use. Manager may not use Facility or any portion thereof for any purposes other than the Permitted Use.

5.9 Legacy Programs. Manager shall continue to allow the Legacy Programs to use the Facility in accordance with the provisions of their existing written and signed agreements with Metro through the Commencement Date. Written and signed copies of all agreements in place with Legacy Programs that are in Metro's possession shall be provided by Metro to Manager on the first day of the Inspection Period, and if a Legacy Program agreement is entered into after the first day of the Inspection Period, then such agreement shall be provided to Manager within 10 business days of execution of such agreement; provided however all Legacy Program agreements must be provided no later than February 27, 2026. Manager agrees to negotiate in good faith regarding the continued operation of all such Legacy Programs after the Commencement Date at appropriate market rates based upon market conditions. Metro agrees not to enter into any agreements or issue any licenses for operation of the Legacy Programs that extend past the Commencement Date. For the avoidance of doubt, Manager and visiting NHL teams shall have absolute priority for the use and scheduling of the ice rinks.

5.10 Compliance with Applicable Laws. Manager shall comply with all Applicable Laws as they pertain to Manager's use and operation of the Facility, NO REVIEW OR APPROVAL BY METRO OF (a) PLANS AND SPECIFICATIONS FOR MAINTENANCE AND/OR CAPITAL WORK OR (b) MANAGER'S PROPOSED OPERATIONAL PROCEDURES OR MANAGEMENT FOR THE FACILITY, SECURITY PROCEDURES OR ANY OTHER ASPECT OF MANAGER'S OPERATIONS SHALL EVER BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS AND

SPECIFICATIONS OR PROCEDURES WILL RESULT IN AN ADEQUATELY OPERATED FACILITY, BE DEEMED APPROVAL THEREOF FROM THE STANDPOINT OF SAFETY, WHETHER STRUCTURAL OR OTHERWISE, OR COMPLIANCE WITH BUILDING CODES OR OTHER GOVERNMENTAL RULE OR OTHER REQUIREMENT OF THIS AGREEMENT, BE DEEMED SATISFACTION BY MANAGER OF ANY LEGAL REQUIREMENTS, NOR, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BE DEEMED COMPLIANCE BY MANAGER WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

5.11 Reserved.

5.12 Non-Interference. Subject to the terms of this Agreement, in using and operating the Facility, (1) neither Manager nor its employees, agents, invitees, and guests shall hinder or interfere with the use and operation of the Excluded Areas by Metro or its employees, agents, invitees, and guests; and (2) neither Metro nor its employees, agents, invitees, and guests shall hinder or interfere with the use and operation of the Facility by Manager or its employees, agents, invitees, and guests.

**ARTICLE 6.
MAINTENANCE, REPAIRS AND IMPROVEMENTS**

6.1 Maintenance Repair and Replacement.

Manager shall cause to be performed, at its sole expense, all such Major Repairs (defined below) and replacements (collectively, “Replacing”), to the Facility (including, without limitation, the roof, foundation, and other structural components of the Facility) and the Facility Systems reasonably necessary for the operations of the Facility and the Facility Systems in accordance with the CAMP as set forth below. This includes keeping the Facility and the Facility Systems (including, without limitation, the roof, foundation, and other structural components of the Facility) in good condition and repair, ordinary maintenance, wear and tear excepted, in accordance with Applicable Law and regulations and as reasonably necessary to maintain the Facility at a level consistent with other facilities of similar age and use. Metro shall cause to be performed, at its expense, Replacing the Excluded Areas and the Excluded Areas Systems reasonably necessary to maintain the structural portions and/or operations of the Facility, Excluded Areas, and the Excluded Areas Systems in good condition and repair, ordinary maintenance, wear and tear excepted, in accordance with Applicable Law and regulations. As used herein a “Major Repair” shall refer to repairs of large expenditure(s) (in proportion to the value) to the Facility that extend the useful life and/or restore the ability to use. Prior to the Commencement Date, Metro shall take the necessary action to ensure that all applicable warranties and service agreements for existing equipment at the Facility for which Manager will be responsible for have been transferred to and are enforceable by Manager.

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 Facility (including, without limitation, the roof, foundation, and other structural components of the Facility), of Facility Systems, of Manager’s Equipment, or any property, structures, surfaces, facilities, fixtures or furnishings related to the Facility, except as otherwise provided herein. In addition, Manager shall be responsible for the Maintenance of the lobby in the Excluded Areas in accordance with the standards set forth in this Agreement, and Metro hereby grants Manager a license to access the Excluded Areas for such Maintenance, subject to the other terms and conditions of this Agreement. For the avoidance of doubt, Manager will not be responsible for Replacing Metro’s Equipment or for maintaining the Excluded Areas. By way of illustration, and without limiting the generality of the foregoing, Maintenance by Manager of the Facility 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 Facility, plumbing, mechanical, and electrical systems, such as periodic cleaning, lubrication, and changing of air filters, 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. To the extent Replacing of Metro's Equipment is necessary for Manager to operate the Facility in accordance with Article 5, Metro shall be responsible for such replacement.

6.3 CAMP.

(a) Commencing the year following the completion of the Initial Improvements, Manager shall prepare an annual Capital Asset Management Plan for the Facility and deliver the same to Metro on or before July 1 of each year for Metro's review and approval, not to be unreasonably withheld, conditioned, or delayed. Once such Capital Asset Management Plan has been approved in writing by Metro, it will constitute the "CAMP" for purposes of this Agreement. The CAMP shall identify actions necessary to maintain the Facility.

(b) The CAMP shall include:

1. a general summary of the annual Maintenance requirements and Major Improvements reasonably expected to be required for the Facility during the next five (5) years.
2. a general summary of the annual Maintenance requirements and Major Improvements for the Facility reasonably expected to be necessary at five (5)-year increments for the remaining Term.

(c) Manager shall annually provide an electronic copy of the CAMP and any associated condition assessment reports to Metro.

(d) Manager shall make all reasonable repairs and replacements that are detailed in the CAMP report according to the CAMP report's schedule of repair and replacements for the Facility and any improvements thereto, unless changed circumstances warrant another timeline or the elimination or addition of a previously identified or omitted item, in which case Manager will alert Metro of the change. Manager shall be responsible for selecting contractors to perform the work required by the CAMP and Manager shall supervise the construction. Manager shall use commercially reasonable efforts to maintain an accurate history of the Maintenance of the Facility.

(e) Manager shall use commercially reasonable efforts to create and maintain a record for all fixtures, trade fixtures, furnishings, installations, and equipment that contains a description of each item and the manufacturer's specifications/recommendations for the maintenance and repair thereof.

6.4 Shared HVAC. Manager and Metro acknowledge that the HVAC system for Ice Rink One is shared with the pool facility in the Excluded Areas. Manager shall maintain and repair such shared HVAC system in accordance with the terms of this Agreement at its costs and expense, but Metro shall reimburse Manager for Metro's proportionate share of the cost of such maintenance and repair of the shared HVAC system within thirty (30) business days after receipt of a written invoice therefor. As used in this Article 6.4, "proportionate share" means an equitable allocation of such maintenance and repair costs for

the shared HVAC system as determined by a third-party engineer reasonably acceptable to the parties (with the cost of such third-party engineer being divided equally between Metro and Manager).

6.5 Metro Repairs. If Manager fails to perform its maintenance, repair, or replacements obligations under this Agreement, then Metro may give written notice to Manager of such failure. If Manager unreasonably fails to remedy such failure within thirty (30) days after receipt of such written notice, or at any time in the event of an emergency, Metro shall have the right, at its option, but without any obligation and without limiting Metro's rights and remedies under this Agreement, to make any necessary and reasonable repairs, replacements, or renewals to the Facility necessary to bring the Facility into compliance with this Agreement. Metro, and its authorized representatives, may enter the Facility for such purpose and take all such action as may be reasonable and necessary therefor, and such entry shall not constitute or be deemed to be an eviction of Manager. Manager shall pay to Metro any reasonable amounts incurred by Metro in making such reasonable and necessary repairs, replacements, and renewals, together with interest at the Interest Rate on such amounts until paid, within thirty (30) day after receipt of an invoice therefor. Notwithstanding the forgoing, in the event any such failure is not susceptible of being remedied with due diligence and in good faith within thirty (30) days after such notice, the time within which Manager is required to remedy such failure in accordance with this Article 6.5 shall be extended for such additional period as may be reasonably necessary for the curing thereof so long as Manager is diligently pursuing to remedy such failure.

6.6 Equipment Warranties. Upon written request from Manager, Metro will take the action necessary to transfer to Manager all applicable existing warranties for the Facility Systems and other equipment at the Facility, if and to the extent the same are assignable by Metro without any expense or other liability to Metro.

ARTICLE 7. IMPROVEMENTS AND ALTERATIONS

7.1 Alterations Generally. Following Substantial Completion of the Initial Capital Improvements, Manager shall have the right to make alterations, additions, and improvements (collectively, "Alterations") to the Facility pursuant to this Article 7. Manager shall provide Metro with prior written notice of all Material Alterations and any other Alterations that would affect access to or use, enjoyment, or operation of the Excluded Areas. Manager may undertake any Alterations without Metro's prior consent, except as otherwise set forth below with respect to Material Alterations. Manager will be responsible for obtaining all required building and other development permits required by Applicable Law for Alterations. With respect to all Alterations, Manager shall cause such work to be done in conformance with all applicable permits and Applicable Laws, and in a good and workmanlike manner, using materials and equipment appropriate for the Facility. Metro shall have the right to make such Alterations to the Excluded Areas as it deems necessary or desirable. Metro shall provide written notice to Manager of any Alterations to the Excluded Areas that would affect access to or use, enjoyment, or operation of the Facility.

7.2 Material Alterations. Notwithstanding the provisions of Article 7.1 above, Manager may not make any Material Alteration that is not included in the CAMP for that particular year without the prior written approval of Metro, which approval shall not be unreasonably withheld, conditioned, or delayed. Prior to commencing any Material Alteration, Manager shall provide Metro with plans and specifications for the Material Alteration for Metro's approval, not to be unreasonably withheld, conditioned, or delayed. All Material Alterations for which Metro's consent has been received shall be performed substantially in accordance with the plans approved by Metro pursuant to the CAMP or this Article 7.2, and no material amendments or material additions to such plans shall be made without the prior written consent of Metro

in accordance with the terms of this Article 7.2. Notwithstanding the foregoing, Manager shall be entitled to perform emergency maintenance, repairs, or replacements that meet the criteria of a Material Alteration without any advance approval of Metro so long as Manager uses reasonable efforts to notify Metro of any such emergency prior to repairing or, if prior notice is not reasonable, as soon as reasonably practical thereafter.

7.3 Cost of Alterations. Manager shall be solely responsible for all costs and expenses incurred with respect to all Alterations to the Facility, and Metro shall not incur any out-of-pocket third-party costs under this Article 7 (other than out-of-pocket costs for which Manager agrees in writing to reimburse Metro).

ARTICLE 8. REVENUES

8.1 Revenues. Subject to Article 8.6 below, Manager shall be entitled to the receipt of all Operating Revenues resulting from the use, management, and operation of the Facility. Metro hereby disclaims any and all rights to receive any Operating Revenues from the Facility other than those revenues generated from the Excluded Areas.

8.2 Naming Rights and Sponsorship Rights Agreements. Subject to the provisions of this Article, Manager is hereby granted the sole and exclusive right by Metro to enter into one or more agreements to sell the right to name the Facility in whole or in part (both interior and exterior) (“Naming Rights”) and/or to sell Advertising and display logos (both interior and exterior) (“Sponsorship Rights”) to a sponsor or sponsors and to enter into individual agreements for the same (“Naming Rights Agreement(s)” and “Sponsorship Rights Agreement(s)”). In addition, Manager shall be entitled to all Operating Revenues generated by the sale of the Naming Rights and Sponsorship Rights. The terms and conditions on which Naming Rights and Sponsorship Rights are sold shall be determined solely by Manager from time to time during the Term hereof; provided, however, that (i) all Naming Rights and Sponsorship Rights Agreements shall expire no later than the Expiration Date; (ii) given Metro’s substantial interest in the Facility and the public character thereof, Manager shall not permit any name to be given to the Facility or any portion thereof that (A) violates Applicable Law, or (B) would reasonably cause embarrassment to Metro (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); and (iii) all Naming Rights and Sponsorship Rights Agreements must apply only to the Facility and not to any other portion of the Building. A Naming Rights Agreement for the name of the Facility shall be subject to the prior written approval of Metro, such approval not to be unreasonably withheld, conditioned, or delayed so long as the Naming Rights Agreement is not a Prohibited Use and complies with the provisions of this Article 8.2. The Manager agrees to indemnify, defend, and hold harmless Metro from any and all Damages arising out of the sale of the Naming and Sponsorship Rights or any Naming and Sponsorship Rights Agreement, except with respect to any actions taken by Metro or any of its employees, agents, contractors, or representatives. Any Naming Rights Agreement entered into that does not comply with the terms of this Article 8.2 shall be null and void. Nothing herein shall affect the rights of NHCLP, its affiliates or the governing league’s sponsors whose rights are not related to the Facility. By way of example only, NHCLP’s team jersey sponsor worn during practices at the Facility shall not be impacted by this Agreement. Metro agrees not to sell advertisements or sponsorship rights at Centennial Sportsplex for which Manager has the right to sell under this Agreement that violate or conflict with any Naming or Sponsorship Rights Agreement.

8.3 Branding and Pouring Rights. Manager shall have the sole and exclusive right to sell and designate the beverage distributor and brands of products sold at the Facility (“Pouring Rights”);

provided, however, that any Pouring Rights granted by Manager must not violate or conflict with any agreement to which Metro is a party as of the Effective Date for the Pouring Rights at Centennial Sportsplex. Manager shall retain all Operating Revenues derived from or related to the Pouring Rights. The terms and conditions of any agreement granting an entity the exclusive right to promote and sell its brand of Products at the Facility (“Branding Rights”) shall be determined solely by Manager from time to time during the Term hereof. Metro shall provide Manager a copy of all Pouring Rights and Branding Rights contracts that would reasonably be expected to impact this Article 8.3. Nothing herein shall affect the rights of NHCLP, its affiliates, or the governing league’s brand sponsors whose rights are not related to the Facility. By way of example only, the NHL’s sports drink sponsor and obligations of NHCLP to have such product during practices at the Facility shall not be impacted by this Agreement. Metro agrees not to enter into any Branding Rights or Pouring Rights agreements that would adversely affect Manager’s Pouring Rights or Branding Rights, including, but not limited to, entering such agreements that would extend past the Commencement Date.

8.4 Accounting Generally. Manager and Metro shall each maintain current and accurate accounting books and reports with respect to their respective operations hereunder (the “Metro Records” and the “Facility Records”, respectively), and shall keep and maintain such records on any particular Operating Year for a period of not less than three 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 Metro (and their respective authorized representatives) shall each be afforded reasonable access to all necessary and relevant Facility Records and Metro Records relating to this Agreement. Manager and Metro shall each have the right to audit the other’s records that are relevant to this Agreement.

8.6 Revenue Sharing. Net Operating Income shall be divided as follows:

- (a) The first \$500,000, to be increased by three percent annually, shall be retained by Manager.
- (b) Any Net Operating Income over and above the amount provided in 8.6(a) will be allocated 25% to Metro and 75% to Manager.

Metro’s share of Net Operating Income as set forth above shall be paid by Manager to Metro quarterly within thirty days after the end of each fiscal quarter. All payments of Metro’s share of Net Operating Income as set forth in this Article 8.6 constitute Additional Rent under 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 or another tenant of the Facility, furnishings, equipment and other personal property necessary for Manager’s activities and use of the Facility, 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 Metro’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 Facility in accordance with Article 5, Manager shall be responsible for replacing such Manager Equipment at its sole cost and expense. Metro acknowledges and agrees that none of Manager’s Equipment shall be deemed to be a fixture, regardless of whether any of such Manager’s Equipment may be or shall become attached to the Building provided such Equipment can be removed without damage to

the Facility. Upon expiration of the Term or other termination of this Agreement: (1) Manager agrees to restore the Facility to the condition at the Commencement Date, ordinary wear and tear excepted, (2) any unrepaired damage caused by Manager's removal of the Manager's Equipment shall be paid by Manager, (3) Manager agrees to sell to Metro equipment necessary for the continued operation of the Facility as an ice rink in accordance with Article 2.3. For the avoidance of doubt, all Concession equipment at the Facility prior to the Commencement date shall remain after the Commencement Date.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1 Manager's Insurance. Manager shall procure and maintain in force, at its sole expense:

(i) on the Effective Date, commercial general liability insurance on broad-based occurrence form, with minimum limits of \$4,000,000 per occurrence and \$10,000,000 general aggregate, with coverages including (but not limited to) premises, operations, personal and advertising injury, products/completed operations, and contractual liability, protecting Manager against 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 Facility, or operations of Manager in, on or about the Facility;

(ii) on the Effective Date, workers' compensation insurance covering Manager's employees per statutory limits;

(iii) on the Commencement Date, commercial property insurance against loss or damage to the Building on an "all risk" peril basis and caused by earthquake or flood in an amount not less than Full Replacement Cost, as defined below ("Building Property Insurance"). Metro shall pay Manager for Metro's proportionate share of the cost of the Building Property Insurance premiums for the Excluded Area within ten (10) business days after receipt of a written invoice. As used herein, Metro's "proportionate share" of the Building Property Insurance Premium will equal the ratio of the square footage for the Excluded Area to the square footage of the Facility operated by Manager. The square footage upon which the Metro's proportionate share is based shall be determined and mutually agreed to by Manager and Metro prior to the expiration of the Inspection Period. If the square footage of the Building is increased or reduced during the Term, the party responsible for such modification agrees to promptly provide written notice to the other party so that the responsible party may provide notice to the insurance carrier and so that the allocation of Building Property Insurance premiums may be appropriately adjusted. For the avoidance of doubt, Metro shall be responsible for maintaining Building Property Insurance between the Effective Date and the Commencement Date. As used herein, "Full Replacement Cost" means (i) from Commencement Date until the Initial Capital Improvements are completed \$38,000,000 (the "Initial Full Replacement Cost"), provided that if Manager finds justification during the Inspection Period to alter the Initial Full Replacement Cost, parties agree to reconsider the Initial Full Replacement Cost and make a good faith determination whether it should be adjusted, (ii) upon completion of the Initial Capital Improvements, the full replacement cost of the Building as mutually agreed upon in writing by Metro and Manager (acting in good faith and in accordance with commercially reasonable standards), and (iii) thereafter, the full replacement cost of the Facility as mutually agreed upon in writing by Metro and Manager (acting in good faith and in accordance with commercially reasonable standards) on or before each Reset Date (as defined below). As used herein, "Reset Date" means (a) December 31st in any year in which the square footage of the Building is increased or reduced, (b) July 1, 2030, and (c) every year after July 1, 2030. Manager shall provide to Metro Manager's estimate of the Full Replacement Cost in writing (email shall suffice) at least sixty (60) days

prior to each Reset Date, and the parties shall use best efforts to agree upon the new Full Replacement Cost prior to each Reset Date.

Manager has the sole discretion to select the insurance broker, carrier and programs for Manager's insurance obligations herein subject to the requirements in this Agreement. Such coverage limits may be satisfied by combination of a commercial general liability and umbrella or excess liability policy so long as such umbrella or excess liability coverage is at least as broad as the primary coverages required herein. If Manager shall at any time fail to insure or keep insured as aforesaid, then Metro may do all things reasonably necessary to effect or maintain such insurance, and all moneys expended by it for that purpose shall be repayable by Manager within ten (10) days from the date on which the premium or premiums are paid by Metro. If any insurance policies required hereunder cannot be obtained for any reason, then Manager may be required to cease any and all operations at the Facility until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, then Manager shall be in default hereunder. Beginning on the dates referenced herein, each party shall be responsible for their own insurance deductibles unless such damage or claim is caused by the other party. For avoidance of doubt, Manager shall be responsible for insurance deductibles for the Facility and Metro shall be responsible for insurance deductibles (if any) for the Excluded Areas.

Notwithstanding anything to the contrary contained herein, Manager shall not be responsible for any costs, expenses, or liabilities resulting from a shortfall or insufficiency in insurance proceeds available to restore or replace the Excluded Areas or any portion thereof damaged or destroyed by casualty.

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

(i) from the Effective Date to the Commencement Date, commercial property insurance which shall, at minimum, cover perils insured under the ISO special causes of action form, insuring the Building and all of Metro's Equipment and Metro's business personal property located in, on or about the Facility, and Excluded Area Systems, and any betterments and improvements in the Excluded Areas and applicable Excluded Common Areas to the extent of one hundred percent (100%) of their replacement costs;

(ii) on the Commencement and thereafter, commercial property insuring all of Metro's Equipment and Metro's business personal property located in, on or about the Excluded Area, Excluded Common Areas, and Excluded Area Systems, and any betterments and improvements in the Excluded Areas to the extent of one hundred percent (100%) of their replacement costs;

(iii) on the Effective Date, Metro shall self-insure through Metro or procure and maintain commercial general liability insurance (on an "occurrence" basis form) for any third-party liability, including, without limitation, premises liability in connection with the Building, sidewalks and private drives adjoining or appurtenant to the Facility and Excluded Areas and Metro events or operations with coverage in the maximum amount permitted by the Governmental Tort Liability Act. In addition to Metro's obligations above, in the event Metro has any self-insurance exposure, it shall remain responsible (i.e., contractually liable) and 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 so long as such umbrella or excess liability coverage is at least as broad as the primary coverages required herein.

Umbrella/excess policies shall follow form of the underlying coverage. Manager shall name the Metro Parties as additional insured on Manager's commercial general liability and umbrella/excess liability policies for claims arising in connection with Manager's operations. Manager shall name Metro as loss payee, as its interest may appear, on Manager's commercial property insurance policies for any property owned by Metro. Metro shall name Manager as loss payee, as its interest may appear, on Metro's commercial property insurance policies for any property owned by Manager. Additional insured coverage shall apply on a primary and non-contributory basis. All liability insurance shall provide "cross-liability" coverage (separation of insureds or a "severability of interest" provision).

Manager and Metro shall each 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 commercially 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 applicable additional insured parties. Each party shall provide the other with at least 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 either party. 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. Manager and Metro each hereby (i) waive all claims for recovery from the other party and their respective employees, agents, directors, officers and representatives for any loss or damage (including loss of use) that may occur to the Building and Facility or any improvements thereto, or any personal property of such party in the Building and Facility, by reason of fire, the elements or any other cause that is insured under valid and collectible property insurance policies to the extent of any recovery collectible under such insurance policies, and (ii) agree to cause their respective insurance policies to contain a waiver of subrogation endorsement to that effect.

10.5 Indemnification and Release.

(a) Manager shall indemnify, defend, and hold harmless Metro, and any Affiliate of Metro, and any other party as may now or hereafter be owned by Metro, as may be identified by written notice from Metro to Manager from time to time, and any and all of their respective officers, trustees, directors, shareholders, partners, members, managers, equity owners, members of governing boards, employees, contractors, agents, representatives, or Persons acting on behalf of any of them (collectively, the "Metro Parties"), from and against all Damages arising or resulting from (i) injuries or death to persons or damage to property (including, but not limited to, theft, misappropriation or other loss of property) arising from Manager's use or occupancy of the Facility or the conduct of its business therein, (ii) any activity, work or thing done, permitted or suffered by Manager in or about the Facility (including, without limitation Manager's inspections of the Facility under Article 2.1), (iii) from any breach or default on the part of the Manager in the performance of any covenant or agreement on the part of Manager to be performed pursuant to the terms of this Agreement, or (iv) due to any wrongful or negligent act or omission of 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 Manager is, in whole or in part, responsible for the loss, liability, claim or basis for any indemnification sought hereunder. Upon notice from Metro, Manager shall defend the Metro Parties in any action or proceeding brought in connection with any

Damages for which Manager is obligated to indemnify Metro Parties as set forth above, with counsel reasonably satisfactory to Metro. The obligations of Manager under this Article 10.5(a) shall not be affected in any way by the absence of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Facility or any part thereof.

(b) To the extent not prohibited by Applicable Law and except as expressly set forth in this Agreement, none of the Metro Parties shall be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Manager or by any other person claiming by or through Manager with respect to matters occurring in or about the Facility, or due to the occurrence of any accident or event in or about the Facility, and Manager, as a material part of the consideration to Metro for this Agreement, hereby assumes all risk of damage to property or injury to person in, on or about the Facility from any cause whatsoever. Manager agrees that all personal property upon the Facility shall be at Manager's risk only, and that Metro shall not be liable for any loss or damage thereto or theft thereof. The foregoing limitation on liability shall not apply to any Damages arising out of the acts, omissions, negligence or willful misconduct of, or exercise of reserved rights hereunder by any Metro Party.

(c) Metro hereby releases Manager, Nashville Hockey Club, LP, Mid-Ice, LLC, Sabertooth Sports & Entertainment, LLC, and each of their parents, affiliates and their respective officers, directors, trustees, agents, servants and employees (collectively, the "Manager Parties") to the extent of Damages arising out of or related to Metro's intentional acts or omissions constituting a failure to perform or comply with any of Metro's covenants, agreements, terms or conditions contained herein and required to be performed or complied with during the Term.

(d) The provisions of this Article 10.5 shall survive the expiration or termination of this Agreement.

ARTICLE 11. RIGHT-OF-ENTRY

11.1 Metro, and including without limitation, the officers, employees, agents, and other authorized persons of Metro, shall have the right, from time to time, to enter the Facility for purposes of (i) inspecting the same, (ii) making any repairs or replacements which Metro is authorized to make hereunder, or (iii) exercising any of its rights under this Agreement. When exercising its rights hereunder, Metro shall (i) provide Manager with reasonable notice in advance of the date on which it intends to enter upon the Facility (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 Manager. The exercise of any right in this Article 11.1 reserved to Metro or its officers, employees, agents and other authorized persons, shall not constitute an actual or constructive eviction, in whole or in part, or entitle 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 Metro 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 Manager by any third party in connection with this Agreement shall be deemed to be for the benefit of Metro. Manager shall comply with the provisions of Article 7 prior to undertaking any work, services, material or labor that relates to any

construction, improvement, or repair on, of, or to the Facility. If any lien shall at any time be filed against the Facility by reason of 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, Manager shall either (i) cause the same to be discharged 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 Metro to contest such lien and leave it undischarged and unsatisfied, which approval shall not be unreasonably withheld by Metro so long as a Manager deposits the claimed amount in escrow with Metro or otherwise provides reasonable security to Metro to protect Metro from any adverse decision. In the event 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 Metro to contest the lien within 20 days after it receives notice thereof, Metro may, without any duty to investigate the validity thereof, discharge the same by paying the amount claimed to be due, with the understanding that Metro is under no obligation to do so. Should Metro discharge any Manager lien, Manager agrees to immediately reimburse Metro for such amount (plus Metro's reasonable costs and attorneys' fees), and such amounts will accrue interest at the Interest Rate until paid. Failure on the part of 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 Metro 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 Metro assumes no responsibility or liability for any damage or loss of Manager's Equipment or other personal property located at the Facility, except to the extent such damage or loss is caused by the negligence or willful misconduct of Metro or any of its employees, agents, contractors, or representatives. Manager agrees to hold Metro harmless from any damage or loss of Manager's Equipment or other personal property located at the Facility, except to the extent such damage or loss is caused by the negligence or willful misconduct of Metro or any of its employees, agents, contractors, or representatives.

**ARTICLE 14.
CASUALTIES AFFECTING THE FACILITY**

14.1 Damage or Destruction. Subject to Article 10, if, at any time during the Term, the Facility or any part thereof shall be damaged or destroyed by fire or other casualty, Manager, at its cost and expense, shall commence, and thereafter proceed as promptly as is reasonable (but in no event longer than 180 days), to repair, restore, and replace the damaged portion of the Facility as nearly as possible to its condition immediately prior to such fire or casualty. During such repair, restoration, and replacement, Manager shall be entitled to use Facility until completion of such repair, restoration, and replacement to Facility. Manager and Metro will cooperate in good faith to establish a completion date for such repair, restoration, or replacement, subject to Force Majeure Events, and Manager shall use commercially reasonable efforts to achieve the completion date.

**ARTICLE 15.
EMINENT DOMAIN**

15.1 Total Condemnation. If the Facility or substantially all of the Facility is 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 Facility is taken or condemned for any public or quasi-public use or purpose, and Metro and Manager mutually determine in writing within a reasonable period of time after such taking (not to exceed 90 days) that the remaining portion of the Facility cannot economically and feasibly be used by 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, or in the event that Metro and Manager do not so agree with such 90-day period, this Agreement shall remain in full force and effect and Manager shall restore the Facility 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 interest in or claim to any part of any award made to or received for such condemnation or taking. 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 Facility 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 Facility 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 Manager's Assignment.

Manager shall not, without the prior written consent of Metro in its reasonable discretion:

(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 Manager under this Agreement, which Operating Revenues may be collaterally assigned to any lender of Manager); provided however, that Manager shall have the right to assign this Agreement to any present or future Affiliate, upon 30 days' written notice to and consent of Metro, which consent shall not be unreasonably withheld so long as such Affiliate is not a Prohibited Person, and Manager may grant to any such assignee the same rights and privileges that Manager enjoys hereunder;

(b) Sell, assign, transfer, mortgage, pledge, hypothecate, or encumber any direct or indirect ownership interest in Manager; provided however, that Manager shall have the right to consummate the following transactions upon 45 days' written notice to Metro, but without the written consent of Metro: any sale, assignment, mortgage, pledge, hypothecation, or encumbrance of any direct or indirect ownership interest in Manager between or among two or more of the individuals or entities (A) that own direct or indirect ownership interests in Manager as of the Effective Date or (B) that acquire direct or indirect ownership interests in Manager subsequent to the Effective Date, so long as, in each case, (x) such transfer does not cause a change in Control in Manager, (y) existing owner(s) of direct ownership interests in Manager retain at least 50% of ownership of Manager, and (z) the transferee is not a Prohibited Person;

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

(d) Assign Manager's interest in or rights under this Agreement, or Manager's responsibilities under this Agreement; provided, however, that Manager shall have the right to contract to make available any portion of the Facility to a third party for a Permitted Use.

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 all of, or a percentage interest in, the NHL franchise of the NHCLP, its parent or Affiliates, (ii) properly assumes the role of Powers Management, L.L.C. or acquires a pro rata interest in Powers Management, L.L.C. pursuant to the terms and conditions for assignments under the Arena Lease, and (iii) properly assumes the role of NHCLP or acquires a pro rata interest in NHCLP. pursuant to the terms and conditions for assignments under the Arena Tenancy Agreement, so long as such Person is not a Prohibited Person. Upon such assignment, the Manager shall be released from all further obligations under this Agreement.

16.3 Manager to Remain Obligated. Consent by Metro to any assignment, subletting, sublicensing, use, occupancy, or transfer shall not, without an express agreement by Metro 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. Manager represents and warrants to Metro that, as of the date hereof:

(a) Manager is a limited liability company duly organized and validly existing under the laws of the State of Tennessee, 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 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 Manager. Manager is an Affiliate of Predators Holdings, LLC and NHCLP.

(b) This Agreement has been duly authorized, executed, and delivered by Manager. This Agreement, and all other agreements, documents, and instruments executed and delivered by Manager in connection herewith are legal, valid, and binding obligations of Manager, enforceable against Manager in accordance with their respective terms, subject to Applicable Laws affecting creditors' rights, generally.

(c) Manager has obtained all authorizations, consents, and approvals required for the execution, delivery and performance by it of this Agreement, including the authorization of NHCLP.

(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. There are no claims, lawsuits or proceedings to which Manager is a party pending in any court or government agency,

the outcome of which could materially and adversely affect Manager's ability to perform its obligations under this Agreement.

(e) To Manager's knowledge, neither Manager nor any of Manager's Affiliates is a Prohibited Person as of the Effective Date of the Agreement.

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

(a) Metro has the power 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 Metro.

(b) The execution and delivery of this Agreement by Metro has been duly and validly authorized by all necessary action. This Agreement, and all other agreements, documents, and instruments executed and delivered by Metro in connection herewith are legal, valid, and binding obligations of Metro, enforceable against Metro in accordance with their respective terms, subject to Applicable Laws affecting Managers' rights, generally.

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

(d) The execution, delivery, and performance of this Agreement by Metro 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.

(e) Metro (i) holds title to the property described in Exhibit A, subject to all matters of record, and (ii) is the owner of its fixtures, installations, equipment, and other personal property forming a part of the Facility, excluding any fixtures, installations, equipment, or other personal property owned by Manager; provided the foregoing shall not prevent Metro from transferring ownership of the Facility to another entity.

(f) Metro will not contract for or issue any procurement solicitation for the operation of any Concessions at the Facility that would be in effect from and after the Commencement Date.

(g) Metro has disclosed and will make good faith efforts to transfer any and all warranties related to the Facility or Facility Systems to Manager.

(h) The information provided in the Due Diligence Materials is the same information that is used and relied upon by Metro in its ownership and Parks' operation of the Facility.

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 Manager under this Agreement:

(a) Manager's failure to make any payment of any amount due to Metro hereunder if such failure continues for more 15 days after written demand from Metro to Manager; provided, however, that

Metro shall not be required to give more than two notices pursuant to this Article 18.1(a) in any consecutive twelve month period; or

(b) any representation or warranty made by Manager herein was not true in any material respect when made and such breach shall continue for 30 days after written notice thereof from Metro to Manager, provided, however, if such failure cannot reasonably be cured within such 30-day period, Manager shall not be in default hereunder so long as it commences to cure the same within the aforementioned 30-day period and thereafter diligently prosecutes the cure to completion as soon as practicable but in no event more than 180 days; or

(c) Manager makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Manager; or

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

(e) 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 Manager, and, if instituted against the Manager, are allowed against it or are consented to by it or are not dismissed within 30 days after such institution; or

(f) any right or interest of Manager in this Agreement is subjected to attachment, execution, or other levy, or to seizure under legal process, if not released or Manager has not otherwise bonded off or provided other reasonable security in connection therewith within 60 days; or

(g) Manager fails or refuses to commence construction of the Initial Capital Improvements within 60 days after the Commencement Date, and such failure is not cured within 30 days after Metro's notice of such failure;

(h) Manager abandons the Facility or any substantial portion thereof and fails to operate the Facility under the terms of this Agreement for a period of more than six consecutive months for any reason other than Events of Force Majeure or the process of restoration following a casualty or condemnation; or

(i) Manager violates the provisions of Article 16 above; or

(j) Manager's failure to observe or perform any other material covenant, agreement, condition, or provision of this Agreement (other than those set forth above in this Article 18.1 or those related to a casualty event or caused by an Event of Force Majeure) and such failure shall continue for 30 days after written notice thereof from Metro to Manager, provided, however, if such failure cannot reasonably be cured within such 30 day period, Manager shall not be in default hereunder so long as it commences to cure the same within the aforementioned 30-day period and thereafter diligently prosecutes the cure to completion as soon as practicable but in no event more than 180 days.

18.2 Rights and Remedies of Metro. Upon the occurrence of any Manager Default, Metro shall have the rights and remedies hereinafter set forth, which shall be distinct, separate, and cumulative, but shall not operate to exclude or deprive Metro of any other right or remedy allowed to it by law or in equity:

(a) Subject to the cure periods provided in Article 18.1 and the provisions of Article 18.3, Metro may terminate this Agreement by giving written notice to Manager and recover damages, including, without limitation, the cost of recovering the Facility, the necessary and reasonable cost of removing and storing the personal property of Manager or any other occupant of the Facility provided Manager is provided

a reasonable amount of time and access to remove said personal property, and the undisputed unpaid sums accrued hereunder at the date of termination. If Metro elects to terminate this Agreement, Metro shall at once have all the rights of reentry upon the Facility, without becoming liable for damages or guilty of trespass; or

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

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

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

18.3 Possession. If Metro exercises the remedies provided for in Article 18.2(a) above, Manager shall surrender possession of and vacate the Facility within 15 days of receiving writing notice from Metro to surrender possession and vacate and surrender the Facility in accordance with Article 2.3 above. If Manager fails to remove any personal property of Manager or any other occupant of the Facility from the Facility within 30 days after such termination, then Metro shall also have the right to remove from the Facility (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such personal property located thereon and place same in storage at any premises within Davidson County, Tennessee. If, in Metro's judgment, the reasonable cost of removing and storing or the cost of removing and selling any of such personal property exceeds the value thereof or the probable sale price thereof, as the case may be, Metro shall have the right to dispose of such personal property in any commercially reasonable manner. Manager shall be responsible for all reasonable costs of removal, storage, and sale, and Metro shall have the right to reimburse itself from the proceeds of any such sale for all such reasonable costs paid or incurred by Metro. If any surplus sale proceeds shall remain after such reimbursement, Metro may deduct from such surplus any other sum due to Metro hereunder and shall pay over to Manager any remaining balance of such surplus of sale proceeds. After Metro provides reasonable notice and time for Manager to object, Metro shall also have the right to relinquish possession of all or any portion of such personal property to any Person ("Claimant") claiming to be entitled to possession thereof who presents to Metro a copy of any instrument represented to Metro by Claimant to have been executed by Manager (or any predecessor of or successor to Manager) granting Claimant the right to take possession of such personal property. Manager hereby indemnifies and holds Metro harmless from all cost, expense, loss, damage, and liability incident to Metro's relinquishment of possession of all or any portion of such personal property to Claimant. Metro may (but under no circumstances shall be obligated to) and without affecting any of Metro's other rights or remedies hereunder, collect all rents and profits received by Manager as a result of the possession of the Facility by any party claiming through Manager. Such amounts shall include amounts due under sublease, license, concession arrangements, or use agreements. The collection of such rents and profits shall not cure, waive or satisfy any Manager Default.

18.4 Assumption or Rejection in Bankruptcy. If Manager shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for Manager, Metro and Manager agree, to the extent permitted

by law, to request that the trustee-in-bankruptcy determine within 60 days thereafter whether to assume or reject this Agreement.

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

(a) any representation or warranty made by Metro herein was not true in any material respect when made and such breach shall continue for 30 days after written notice thereof from Manager to Metro, provided, however, if such failure cannot reasonably be cured within such 30-day period, Metro shall not be in default hereunder so long as it commences to cure the same within the aforementioned 30-day period and thereafter diligently prosecutes the cure to completion as soon as practicable but in no event more than 180 days; or

(b) Metro fails to observe or perform any covenant, agreement, condition, or provision of this Agreement (other than those set forth in (a) above) and such failure shall continue for 30 days after written notice thereof from Manager to Metro, provided, however, if such failure cannot reasonably be cured within such 30-day period, Metro shall not be in default hereunder so long as it commences to cure the same within the aforementioned 30-day period and thereafter diligently prosecutes the cure to completion as soon as practicable but in no event more than 90 days; or

(c) a trustee or receiver is appointed for Metro and is not discharged within 30 days after such appointment;

(d) 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 Metro, and, if instituted against Metro, are allowed against it or are consented to by it or are not dismissed within 30 days after such institution; or

(e) Metro’s failure to pay any past due charges or sums owed to Manager hereunder within 30 days after written notice thereof from Manager to Metro.

18.6 Rights and Remedies of the Manager. If a Metro Default occurs, Manager may, as its sole and exclusive remedies, pursue any one or more of the following remedies:

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

(b) 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; or

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

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

ARTICLE 19. HAZARDOUS SUBSTANCES

19.1 Neither Manager nor Metro shall cause, permit, or suffer any hazardous substance that is likely to endanger the life of, or cause bodily injury to, any person in the Facility or damage to the Facility or surrounding area(s) (collectively, “Hazardous Substances”) to be transported, used, stored, maintained, generated, manufactured, handled, released, or discharged on, under, or about the Facility; provided the foregoing provision shall not prohibit Metro or Manager from transporting, storing, and using such Hazardous Substances as are necessary for Manager to use the Facility or Metro to use the Excluded Areas for the purposed permitted hereunder so long as: (i) all such Hazardous Substances are maintained only in such quantities as are reasonably necessary; (ii) Manager and Metro comply with all Applicable Law governing the transportation, handling, storage, use, and disposal of such Hazardous Substances; (iii) Manager or Metro does not unnecessarily dispose, release, or discharge any Hazardous Substances on, under, or about the Facility; and (iv) all such Hazardous Substances are completely, lawfully, and properly removed by Manager or Metro, as the case may be. If any Hazardous Substances are released, discharged, or disposed of on, under, or about the Facility by Manager or its agents, contractors, or employees in violation of this Article 19, then Manager shall, upon written approval from Metro, 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. If any Hazardous Substances are released, discharged, or disposed of on, under, or about the Facility by Metro or its agents, contractors, or employees in violation of this Article 19, then Metro shall remove, remediate, monitor, and abate such Hazardous Substances, at Metro’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 Metro’s prior written approval. Manager shall indemnify, defend, and hold harmless the Metro Parties from and against any and all Damages arising out of any claim for any loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment, or any violation of Applicable Laws caused by or resulting from any breach by Manager of the provisions of this Article 19, except with respect to any actions taken by Metro or any of its employees, agents, contractors, or representatives. 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 Manager or Metro 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 Manager’s covenants concerning the surrender of the Facility.

20.2 Force Majeure. In the event compliance with any of Metro’s or Manager’s obligations under this Agreement are rendered impractical or impossible due to strikes, lockouts, labor disputes, embargoes, fire, casualty, epidemic, pandemic, 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 Metro or similar occurrences beyond the reasonable control of the party in question (collectively, “Events of Force Majeure”), then, so long as the party whose performance is delayed notifies the other party in writing within 30 days after the party whose performance is delayed has actual knowledge that such event

is likely to cause a delay in such party's timely performance of an obligation of such party hereunder, the time for performance of such obligations shall be extended until compliance therewith is again practical or possible; provided, however, that the party whose performance is delayed shall promptly commence and thereafter diligently pursue all reasonable and available means and measures necessary to minimize or eliminate such delay. Notwithstanding the foregoing, in no event shall financial or economic problems 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 Metro and 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 electronic mail (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, President and COO
Powers Management, L.L.C.
501 Broadway
Nashville, TN 37203
Tel: (615) 770-2255
E-mail: mkennedy@nashvillepredators.com

With copy to: Heidi Bundren, Chief Legal Officer
Powers Management, L.L.C.
501 Broadway
Nashville, TN 37203
Tel: (615) 770-2054
E-mail: hbundren@nashvillepredators.com

If to Metro: Metropolitan Director of Parks and Recreation
511 Oman Street
Nashville, TN 37203
Tel: (615) 862-8400
E-mail: _____

With copy to: Department of Law
The Metropolitan Government of Nashville and Davidson County
Suite 108, Courthouse
Nashville, TN 37219
Attention: Tom Cross
E-mail: tom.cross@nashville.gov

Notices and demands shall be deemed given and served: (i) upon receipt or refusal, if delivered personally; (ii) one (1) business day after deposit with an overnight courier service; (iii) five (5) days after deposit in the United States mails, if mailed; or (iv) upon transmission, if delivered by electronic mail to the address

designated for the recipient above with a confirmatory copy sent via any method listed in (i)-(iii) above. 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 Metro and 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 Metro's rights under any other provision in this Agreement, it is agreed that no receipt of moneys by Metro from Manager after the termination in any way of the Term, or of 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 Manager's rights under any other provision in this Agreement, it is agreed that no receipt of funds by Manager from Metro 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 Metro prior to the receipt of such funds.

20.7 Recordation of Agreement. This Agreement shall not be recorded, but at the request of either party, the parties shall promptly execute, acknowledge and deliver to each other a memorandum of agreement in a form reasonably agreed upon by the parties (and a memorandum of modification of agreement in respect of any modification of this Agreement) sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement. Upon the expiration or earlier termination of this Agreement, Metro may unilaterally record a memorandum of termination in the office of the Register of Deeds for Davidson County, which third parties may rely upon as conclusive evidence of the termination of this Agreement.

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. Manager acknowledges and agrees that the sovereign immunity of Metro shall not apply to Manager, nor any subcontractor, agent, employee, or insurer of 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 of Metro to adopt, rescind, or amend

laws for Nashville and Davidson County resides with the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County (the “Metropolitan Council”) and that nothing contained herein shall (i) in any way obligate the Metropolitan Council to adopt, rescind, or amend applicable law, or (ii) subject Metro to any liability on account of the Metropolitan Council’s failure to adopt, rescind, or amend any Applicable Law.

20.11 Brokerage. Each of Metro and Manager represents to the other that it has not dealt with any broker in connection with this Agreement and that, insofar as it knows, no broker has negotiated this Agreement or is entitled to any fee or commission in connection herewith. Manager agrees to indemnify, defend and hold Metro and Metro’s agents harmless from and against any claims for a fee or commission made by any broker claiming to have acted by or on behalf of Manager in connection with this Agreement.

20.12 Exculpation. Manager acknowledges and agrees that the liability of Metro under this Agreement shall be limited to its interest in the Facility and this Agreement, and any judgments rendered against Metro shall be satisfied solely out of the Facility (including all insurance proceeds, condemnation proceeds, proceeds of sale or other disposition of Metro’s interest, rents and other income receivable by Metro with respect to the Facility) and such other assets. The provisions hereof shall inure to Metro successors and assigns. The foregoing shall not be deemed to limit Metro’s rights to obtain injunctive relief or specific performance.

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

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

20.15 Estoppel Certificates. Manager and Metro agree that they shall, at any time and from time to time upon not less than 30 days’ prior written request by the other, execute, 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) 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.

20.16 Prohibition Against Boycotting Israel. To the extent this Agreement constitutes a contract with to acquire or dispose of services, supplies, information technology, or construction for the purposes of Tennessee Code Annotated Section 12-4-119, neither Manager, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, are currently engaged in nor will they engage in a boycott of Israel from the date hereof through the expiration or termination of this Agreement. For the purposes of Section 12-4-119, “boycott of Israel” shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a

manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

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

20.18 Anti-discrimination Clause. 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. Manager shall comply with all applicable laws pertaining to discrimination in employment, unlawful employment practices, and affirmative action.

20.19 Remedies Cumulative. Except as otherwise expressly set forth in this Agreement, 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.

20.20 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 Metro and the Manager. It is agreed that all persons provided by Manager to perform the obligations of Manager contemplated hereby are not employees or agents of Metro. Manager acknowledges that 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 Manager's obligations hereunder, be considered employees of, or entitled to any employee benefits of, Metro.

20.21 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.

20.22 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 Metro's rights shall be terminated for any reason such that Metro cannot or will not perform Metro's obligations under this Agreement and any beneficiary or holder (or purchaser of the interests thereof) (the "Successor") succeeds to the interest of Metro under this Agreement, then 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 Metro 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, 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 Metro hereunder.

20.23 Attorneys' Fees. If either Metro or 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.

20.24 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.

20.25 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering an original signature of this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

20.26 Written Consent. When used herein, “prior written consent” and “prior written approval” by Metro shall mean the written consent or approval of the Mayor or his or her designee. E-mailed consent or approval shall constitute written consent or approval.

20.27 Annual Report. No later than December 15 of each year, the Manager shall submit a written report, (“Annual Report”), to the Metropolitan Board of Parks and Recreation that, to the extent such information is not exempt, excluded or confidential under the Tennessee Public Records Act, other applicable law or by contract, identifies the rates to be charged for use of the Facility for the upcoming Operating Year, as defined in the attached License and Lease Agreement. The Annual Report shall include rates for the following groups or programs:

- Private ice rentals;
- Birthday parties;
- Public skate;
- Adult hockey leagues; and
- Any other programming that the Manager operates itself. Examples of which may include, Get Out And Learn (GOAL), Little Preds Learn to Play, PREDeccessor, Adult Learn to Play, Women’s Hockey, and CORE (Creating Opportunities for Racial Equity).

The Annual Report shall include the prior year’s rates for the same groups or programs, and may also include general information regarding applicable seasonal or off-peak pricing considerations for ice, discount opportunities for Davidson County residents, age-based discounts, or other affordability initiatives offered by the Manager.

The Annual Report may include a section describing the public benefit and community impact delivered by the Manager during the Operating Year prior through the Manager’s programming and operations of the Facility. This may include community impact measures such as subsidized or donated ice time, participation in introductory or low-cost programs, outreach to underserved populations, or other efforts undertaken by the Manager to expand equitable access to ice sports in Davidson County

Signatures follow.

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

METRO:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:
By: Monique H. Odom
59BC2E0E3535456
Monique H. Odom, Director
Department of Parks and Recreation

ATTEST:

By: _____
Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Macy Amos
122C5A9A0E944DA...
Assistant Metropolitan Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jenneen Reed/mjr
62377A2A8742469...
Jenneen Reed, Director
Department of Finance

MANAGER

POWERS MANAGEMENT, L.L.C.

BY: Michelle Kennedy
6701F3C265C9483...
TITLE: President and Chief Operating Officer

Exhibit A-1
Maps of Facility, Excluded Areas and Parking



-  Excluded
-  Parking
-  Facility
-  See Exhibit A-2

Exhibit A-2

Facility, Ice Rink 1, Ice Rink 2, and Excluded Area (Aquatics)

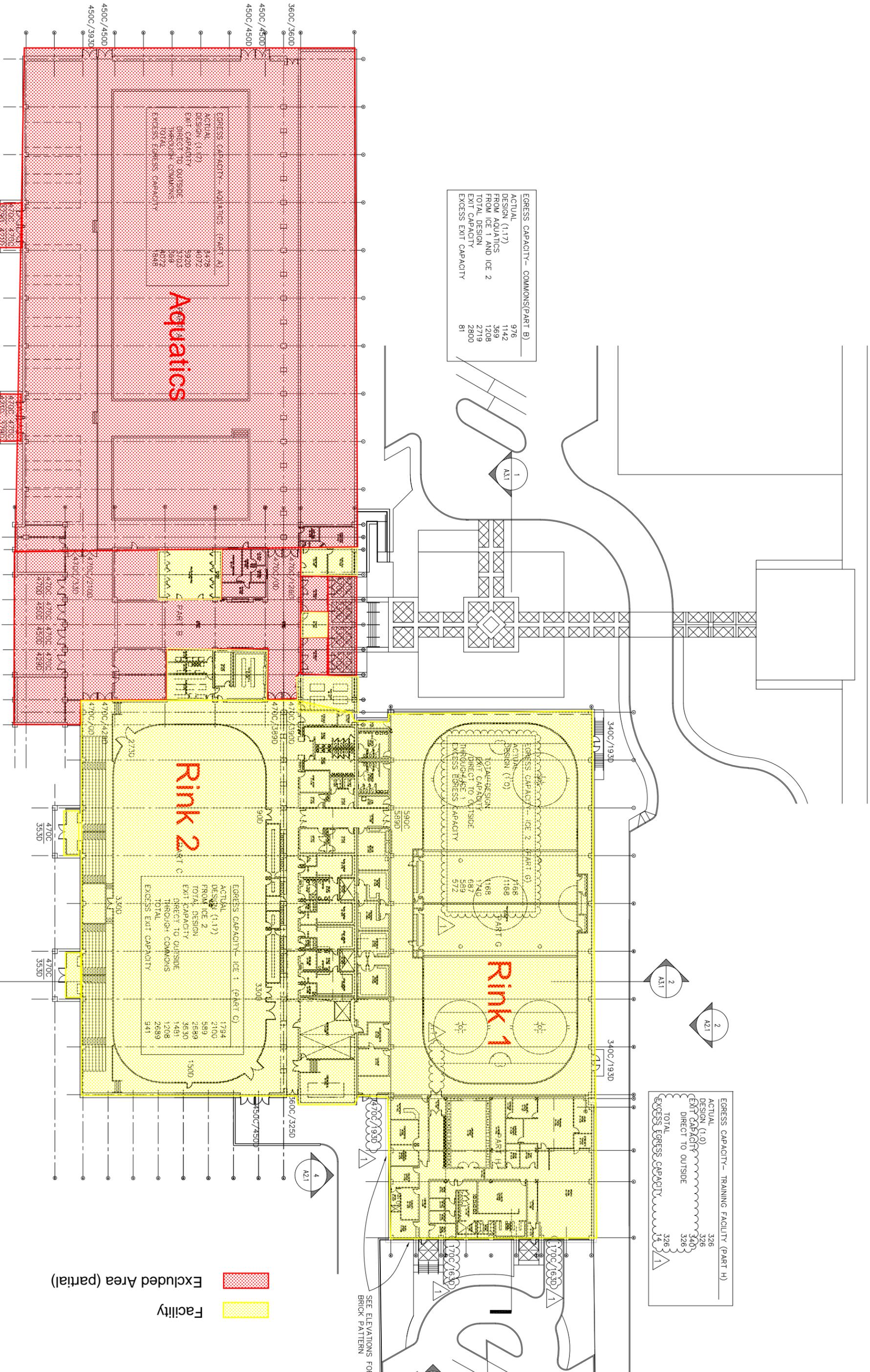


Exhibit A-2

Exhibit B
Metro's Equipment

Exhibit B
Metro's Equipment

Zambonis

Edgers

Ice Scrapers/Shavers

Dasher Board Maintenance Tools

Scissor Lifts

First Aid Kits/Defibrillators

Floor Cleaning Machines

Glass Cleaning tools

Skate Sharpeners

Rental Skates

Skating Balancers

Blowers

Ice Painting Tools

Custodial Supplies

POS Related Hardware and Equipment

Computers, laptops, printer

Furniture (chairs, desks, tables, etc.)

Exhibit C
Initial Capital Improvements

EXHIBIT C

Scope of Initial Capital Improvements – Centennial Sportsplex

This Exhibit C sets forth a high-level summary of the renovations to be undertaken as part of the renovation of Centennial Sportsplex (“Facility”).

1. Project Overview

The renovation project is intended to upgrade the Facility to meet contemporary standards for recreational and competitive hockey and skating, increase energy efficiency, and enhance visitor experience.

2. Proposed Renovation Elements

The Facility will be thoroughly reviewed and inspected during the Inspection Period. The Parties understand that Manager will not know the full scope of the Initial Capital Improvements until after the Commencement Date. Prior to commencement of construction or installation of any Initial Capital Improvements, Manager must submit to Metro complete plans and specifications of such work (the “Plans”) for Metro’s approval, not to be unreasonably withheld, conditioned or delayed

The list of projects below is conceptual and will be adjusted or confirmed after the Commencement Date.

- **Nashville Predators Training Facility**
 - Construction of a state-of-the-art NHL team training facility totaling approximately 35,000 square feet, including locker rooms, strength and conditioning areas, medical and recovery rooms, player lounges, video review spaces, and dedicated team offices.
- **Spectator and Public Areas at Facility**
 - Renovation of lobby, potentially including new flooring, lighting, and seating.
 - Expansion or redesign of locker rooms and changing areas.
 - Improved concession area.
 - Renovated public restrooms and party rooms in Facility.
- **Ice Surface and Mechanical Systems at Facility**
 - Outstanding preventative maintenance.
 - Essential equipment replacement or repair to operate Facility.
- **Building Envelope and Infrastructure at Facility**
 - Roof repair, including improved insulation and waterproofing.

3. Project Schedule

- Inspection Period: Through March 31, 2026
 - Commencement Date: Later of May 1, 2026 or 5 business days after end of the Nashville Predators 2025-2026 hockey season
 - Construction Start: Commencement Date
 - Substantial Completion: [TBD]
- (Note: Specific dates to be determined upon finalization of plans and approvals.)

Exhibit D

PUBLIC ACCESS, LEGACY PROGRAM PRESERVATION, AND COMMUNITY BENEFITS

The Centennial Sportsplex Ice Facilities will continue to serve as a cornerstone of Nashville’s public recreation system and a vital community hub for hockey, figure skating, and ice sports of all levels. The Manager reaffirms its longstanding commitment to maintaining Centennial Sportsplex as an accessible, affordable, and inclusive community facility that welcomes residents of all ages, abilities, and backgrounds.

This Exhibit memorializes the Manager’s voluntary commitments to preserve existing programs, expand recreational opportunities, and enhance community access.

- **Legacy Program Commitments**
 - The Manager acknowledges and affirms its commitment to preserving legacy organizations and programs currently operating at Centennial Sportsplex, including but not limited to the Nashville Youth Hockey League (NYHL), the Nashville Flyers, Greater Nashville Area Scholastic Hockey (GNASH), various adult hockey leagues, and the Nashville Skating Academy (NSA).
 - To provide long-term stability and clarity, the Manager has voluntarily provided Letters of Commitment (“Letters”) to each of the legacy organizations which expressed interest in Manager’s offer for multi-year agreements; Manager has committed to incorporate the terms outlined in these Letters into multi-year written agreements (the “Agreements”) prior to the Commencement Date identified in the lease. These Agreements ensure continued access to the ice under similar rates and schedules currently in place, and contain the agreement that legacy ice organizations will pay the same rate they do today until July 2027, with no more than a 3% year-over-year increase through the initial term of the Agreements.
 - The intent of these Agreements is to allow these legacy programs to continue to operate without disruption as facility management transitions.
- **Public Access and Community Use**
 - Public access to the ice facilities shall remain a priority and will continue to include open skate sessions, recreational programs, and community rentals.
 - Centennial Sportsplex will remain a valuable community gathering space, supporting birthday parties, meetings, team banquets, and group events in the facility’s meeting rooms and shared spaces.
 - The facility will continue to host annual activities and programs such as holiday shows, summer camps, exhibitions, and community events.
 - Discount opportunities for Davidson County residents will be offered where practicable to encourage broad public participation.
- **Expanded Recreational and Developmental Programming**
 - In addition to preserving existing programming, the Manager will introduce and expand grassroots initiatives by bringing programs to Centennial Sportsplex that are currently offered at the Ford Ice Centers which are introductory and developmental in nature. Examples of these programs include:
 - **G.O.A.L. (Get Out And Learn!)-** free beginner hockey program introducing the sport to Nashville youth;
 - **Little Preds Learn to Play** and **PREDeccessor-** introductory youth hockey programs for graduates of G.O.A.L.;
 - **Adult Learn to Play** and **Women’s Hockey-** adult beginner and development programs;
 - **CORE (Creating Opportunities for Racial Equality)-** free introductory program designed specifically for participants of economically disadvantaged backgrounds;

- These programs will be scheduled to complement, not displace, legacy programs, focusing on non-peak hours and off-season months to maximize utilization and strengthen Nashville's growing ice-sports community.
- **Collegiate and Community Partnerships**
 - Facility improvements by the Manager will include space and amenities to support Tennessee State University's new NCAA Division I men's hockey program, making TSU the first HBCU in the nation to field a Division I team.
 - The Manager will continue to explore partnerships with area schools, youth organizations, and nonprofits to expand access and opportunity for Davidson County residents.