

CONSTRUCTION AND LICENSE AGREEMENT

BY AND BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

AND

KIPP NASHVILLE

Dated as of _____, 2026

THIS Construction and License Agreement (this "Agreement") is made as of [_____,] 2026 (the "Effective Date"), by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ("Metro"), and KIPP NASHVILLE, a Tennessee nonprofit corporation ("KIPP").

RECITALS

WHEREAS, Metro is the record fee owner of certain real property comprising a portion of the former Global Mall (the "Mall"), together with associated properties (the Mall and associated properties being the "Metro Property"); and

WHEREAS, KIPP is the record owner of certain real property comprising a former anchor store attached to the Mall and located at 917 Bell Road (the "KIPP Property"); and

WHEREAS, KIPP operates a school on the KIPP Property; and

WHEREAS, the Metro Property and the KIPP Property are more particularly described in Exhibit A; and

WHEREAS, to facilitate development of the Metro Property, Metro has undertaken a project (the "Demolition Project") to demolish the Mall; and

WHEREAS, in order to complete the Demolition Project, certain shoring and related work (the "KIPP Property Work") must be completed; and

WHEREAS, the KIPP Property Work is more particularly described in Exhibit B; and

WHEREAS, Metro and KIPP propose that Metro will complete the KIPP Property Work pursuant to the terms of this Agreement

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Metro Representative. Metro hereby designates Mike Leonard as its representative (the “Metro Representative”) for purposes of the KIPP Property Work. Metro shall have the right, from time to time, to change the Metro Representative by giving at least ten (10) days’ prior written Notice to KIPP thereof. With respect to any action, decision or determination to be taken or made by Metro under this Agreement, the Metro Representative shall take such action or make such decision or determination or shall notify KIPP in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Any written Approval, decision, confirmation or determination of the Metro Representative shall be binding on Metro; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the Metro Representative shall not have any right to modify, amend or terminate this Agreement.
2. KIPP Representative. KIPP hereby designates Andy Howell as its representative (the “KIPP Representative”) for purposes of the KIPP Property Work. KIPP shall have the right, from time to time, to change KIPP Representative by giving at least ten (10) days’ prior written Notice to Metro thereof. With respect to any action, decision or determination to be taken or made by KIPP under this Agreement, the KIPP Representative shall take such action or make such decision or determination or shall notify Metro in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Any written Approval, decision, confirmation or determination hereunder by the KIPP Representative shall be binding on KIPP; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the KIPP Representative shall not have any right to modify, amend or terminate this Agreement.
3. Term. The term of this Agreement shall commence on the Effective Date (provided, however, that no KIPP Property Work shall commence prior to May 22, 2026) and shall expire on the date the KIPP Property Work is completed. Metro agrees to complete the KIPP Property Work by July 31, 2026, subject to reasonable extensions in the event of *Force Majeure*.
4. Scope of Work. The KIPP Property Work shall be described in Exhibit B.
5. Costs. All costs incurred in performing the KIPP Property Work shall be borne by Metro.
6. Access License. KIPP hereby grants to Metro and its contractors, agents, and employees a nonexclusive, irrevocable license and right of access to the KIPP Property for the purpose of performing Metro’s obligations under this Agreement. Such license shall terminate upon Metro’s completion of the KIPP Property Work. All KIPP Property Work shall be performed during the dates and times provided in Exhibit C.
7. Workmanship. All KIPP Property Work shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes, rules and regulations of

government authorities having jurisdiction over such work. Metro and its contractors shall keep the portion of the KIPP Property where the KIPP Property Work is being performed in a clean and orderly condition and shall comply with KIPP's reasonable rules for securing the work site.

8. Permits and Licenses. Metro will obtain and maintain such permits and licenses as are required for the performance of the KIPP Property Work. KIPP agrees to cooperate with Metro in good faith in the application for any such required permit or license.
9. Metro's Contractors. Metro shall employ one or more licensed contractors or construction managers (either, the "Project Contractor") to perform the KIPP Property Work.
10. Liens. Metro shall comply with all applicable laws to ensure that no liens encumbering the KIPP Property arise as a result of the KIPP Property Work. In the event of the filing of a lien against the KIPP Property as a result of the KIPP Property Work, Metro shall promptly arrange for the removal of such lien by filing an appropriate bond.
11. Hazardous Materials. Metro and its contractors shall not permit any hazardous materials to be generated, released, stored, or disposed of in violation of any applicable environmental law. Metro and its contractors may store and use reasonable quantities of hazardous materials that are necessary for the performance of the KIPP Property Work.
12. Waste Disposal. Metro shall be responsible for the lawful disposal of all wastes produced in the performance of the KIPP Property Work.
13. Insurance. Metro shall require the Project Contractor to obtain and maintain throughout the performance of the KIPP Property Work one or more policies of liability insurance having limits of at least \$2,000,000 and naming KIPP as an additional insured.
14. Indirect, Special, Exemplary or Consequential Damages. Neither party to this Agreement will be liable to the other for any indirect, special, exemplary, punitive, or consequential damages or losses of any kind or nature arising from or relating to this Agreement. Neither party's elected officials, appointed officials, board members, members, shareholders and other owners, directors, officers, employees, agents, and attorneys or other representatives shall be personally liable for any obligations or other matters arising under this Agreement.
15. Assignment
16. Notices. Notices given under this Agreement shall be addressed as follows:

To Metro:

Metropolitan Department of General Services
700 President Ronald Reagan Way
Nashville, Tennessee 37210
Attention: Mike Leonard

and to: Metropolitan Department of Law
1 Public Square, Suite 108
Nashville, Tennessee 37201
Attn.: Director of Law

To KIPP: Randy Dowell
3410 Knight Drive
Nashville, Tennessee 37207

and to: Andy Howell
C.A. Howell and Company
2704 12th Avenue South
Nashville, Tennessee 37204

and to: Brooks R. Smith
Bradley LLP
1221 Broadway, Suite 2400
Nashville, Tennessee 37203

(1) business day after its delivery to the address of the respective party.

17. Amendment. This Agreement may be amended only in a writing signed by each of the parties.
18. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term,
19. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no provision of this Agreement shall be deemed to confer upon other persons any remedy, claim, liability, reimbursement, cause of action or other right.
20. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersede any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof, and any and all such prior agreements, arrangements, and understandings shall not be used or relied upon in any manner as parol evidence or otherwise as an aid to interpreting this Agreement.
21. Governing Law, Venue; Waiver of Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and the venue of any action arising under this Agreement shall be brought only in the Circuit or Chancery Courts for Davidson

County, Tennessee. The parties waive any right to trial by jury for any action arising from this Agreement.

22. Prohibition Against Boycotting Israel. To the extent 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, KIPP certifies that it is not currently engaged in and will not 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.

[Signature on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

Metropolitan Government of Nashville and Davidson County



Gerald Smith, Director
Department of General Services

KIPP Nashville



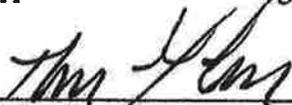
Randy Dowell
Executive Director

Approved as to the availability of funding:



Jenneen Reed, Director
Department of Finance

Approved as to form and legality:



Metropolitan Attorney