

BILL OF SALE AND TERMINATION AGREEMENT

Contract No. 102847319

This Agreement is among ADVENTURE SCIENCE CENTER- NASHVILLE ("**Center**"), a Tennessee non-profit corporation; THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT ("**Distributor**"), created and existing under and by virtue of the laws of the State of Tennessee; THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, created and existing under and by virtue of the laws of the State of Tennessee; and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48267A, effective December 19, 1977, as amended ("**Power Contract**").

The parties previously entered into Contract No. 000PCG-265443, effective May 16, 2000 ("**2000 Contract**"), under which the parties cooperated in testing, evaluating, and demonstrating the capabilities and efficiencies of solar panels and associated facilities and equipment ("**Solar Project**"), which TVA has installed at the Center in Nashville, Tennessee.

The parties want to transfer ownership of the Solar Facility (defined below) to the Center and terminate the 2000 Contract.

Therefore, the parties agree as follows:

SECTION 1 - SOLAR FACILITY TRANSFER TO CENTER

For good and valuable consideration, the receipt and sufficiency of which TVA hereby acknowledges, TVA hereby grants, bargains, sells, assigns, and sets over unto the Center the entire solar facility and equipment which TVA has provided, installed, maintained, and operated at the Center, including the photovoltaic panels, the four solar canopies, structures, equipment, and materials therein ("**Solar Facility**"). The parties understand and acknowledge that the Solar Facility is sold to the Center "as is," and TVA makes no warranties of any kind whatsoever (including any warranty of merchantability), express or implied, as to same. The Center will endeavor to continue to maintain and operate the Solar Facility and use the Solar Facility to demonstrate the capabilities and efficiencies of solar power. When the Solar Facility has reached the end of its useful life, the Center shall dispose of the Solar Facility in accordance with applicable laws.

SECTION 2 - TERMINATION

The 2000 Contract is hereby terminated in its entirety as of the effective date of this Agreement. Notwithstanding provisions of the 2000 Contract to the contrary (including the term provisions in section 2 and removal obligations under section 4.5 of the 2000 Contract), the parties shall have no further obligations to each other under the 2000 Contract.

SECTION 3 - MUTUAL RELEASE

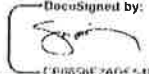
The parties hereby release, discharge, waive and forgive any all claims, causes of action, debts, judgments, whether based in contract, tort, statute, or equity, that they now have, or may have in the future, against one another, or their officers, directors, shareholders, employees, or agents arising under or related to the 2000 Contract.

SECTION 4 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to termination of the 2000 Contract and supersedes all prior agreements, understandings, negotiations, and discussions of the parties except as specifically set forth herein.

The effective date of this Agreement is the date of TVA's signature.

ADVENTURE SCIENCE CENTER- NASHVILLE

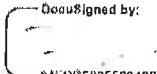
DocuSigned by:

By Steve Hinkley
Title: President & CEO
Date: 7/8/2022

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
Acting by and through the Electric Power Board of said Government

Attest:

DocuSigned by:

Patricia Holliday
Assistant Secretary

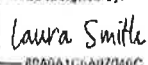
DocuSigned by:

By Chair of the Board

Approved:

DocuSigned by:

By Teresa Bynnes-Aplan Date 7/8/2022
President and Chief Executive Officer

Approved as to Form and Legality:

DocuSigned by:

By Laura Smith Date 7/7/2022
General Counsel

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By Abraham Wescott Date 7/15/2022
Abraham Wescott
Director of Public Property

By Monique Odum Date 7/20/22
Monique Odum
Director of Parks and Recreation

Filed in the Office of the
Metropolitan Clerk:

Metropolitan Clerk

Date Filed: _____

By Kelly flannery Date _____
Director of Finance *7/12*

By Macy Amos Date 7/12/2022
Assistant Metropolitan Attorney

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts