

CAMPUS OPERATIONS AND USE AGREEMENT

by and among

TENNESSEE PERFORMING ARTS CENTER MANAGEMENT CORPORATION

and

TENNESSEE STADIUM, LLC

and

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Dated _____, 2026

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EXHIBITS:

EXHIBIT A:	Glossary of Defined Terms and Rules of Usage
EXHIBIT B:	Campus Property
EXHIBIT C:	Stadium Site
EXHIBIT D:	Existing Stadium Site
EXHIBIT E:	TPAC Site

CAMPUS OPERATIONS AND USE AGREEMENT

THIS CAMPUS OPERATIONS AND USE AGREEMENT (this “Agreement”) is made as of _____, 2026 (the “Effective Date”), by and among **TENNESSEE PERFORMING ARTS CENTER MANAGEMENT CORPORATION**, a Tennessee non-profit corporation (“TPAC”), **TENNESSEE STADIUM, LLC**, a Delaware limited liability company (“StadCo”) and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (“Metro”). TPAC, StadCo and Metro collectively are referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Sports Authority of The Metropolitan Government of Nashville and Davidson County (the “Authority”) and Metro own the approximately 95-acres of property located on the East Bank along the Cumberland River (the “Campus”), as described in **Exhibit B**;

WHEREAS, the entirety of the Campus was previously owned by the Authority and leased by the Authority to Cumberland Stadium, Inc., a Delaware corporation and successor to Cumberland Stadium, LP, a Tennessee limited partnership (the “Cumberland”), an affiliate of StadCo and the National Football League’s (the “NFL’s”) Tennessee Titans, operating as Tennessee Football, LLC (the “Team”), pursuant to that certain Stadium Lease, dated as of May 14, 1996, as amended, between the Authority, as lessor, and Cumberland, as lessee (the “Existing Lease”), and the Campus is the home to a multi-purpose outdoor stadium currently known as Nissan Stadium (the “Existing Stadium”) and surface parking for the Existing Stadium;

WHEREAS, in connection with the anticipated development and construction of a new, first-class, state-of-the-art, enclosed venue for professional football and numerous other sporting, entertainment, cultural and civic events (the “Stadium”) to be located on an approximately 20-acre site on the Campus as generally depicted and described on **Exhibit C** (the “Stadium Site”): (i) the Authority and Cumberland further amended the Existing Lease to reduce the leased premises subject thereto to that property described in **Exhibit D** (the “Existing Stadium Site”); (ii) the Authority conveyed fee title to the entirety of the Campus, other than the Existing Stadium Site, to Metro; (iii) the Authority granted Metro an option to purchase the Existing Stadium Site upon the expiration of the Existing Lease, all such that Metro will ultimately hold fee title to the entirety of the Campus; (iv) Metro and the Authority entered into that certain Ground Lease dated as of August 25, 2023, whereby Metro, as lessor, will ground lease the Stadium Site to the Authority, as lessee; (v) the Authority and StadCo, entered into that certain Development and Funding Agreement dated as of August 25, 2023, providing for the financing, development and construction of the Stadium on the Stadium Site, and the rights and responsibilities of the Authority and StadCo related thereto; and (vi) the Authority and StadCo entered into that certain Stadium Lease Agreement dated as of August 25, 2023 (the “Stadium Lease”), providing for the lease of the Stadium, once completed, by the Authority, as sublessor, to StadCo, as sublessee, and including matters relating to the use, occupancy, operation, maintenance and repair of the Stadium and certain other matters collateral thereto;

WHEREAS, Metro, the Authority and StadCo entered into that certain Site Coordination Agreement dated as of August 25, 2023 (the “Original SCA”), to set forth certain agreements with respect to (A) the provision and maintenance of parking facilities for the benefit of the Stadium and, while it remains in operation, the Existing Stadium, (B) the development, design, construction and operation of the Campus at the direction of Metro, and the coordination thereof with the construction of the Stadium and related improvements, and (C) the respective rights and obligations of Metro, the Authority and StadCo with respect to the use and operation of the Campus;

WHEREAS, Metro has engaged TPAC to develop that portion of the Campus identified on Exhibit E as the “TPAC Site” (the “the TPAC Site”), and Metro and TPAC have entered into that certain Development Agreement dated as of _____, 2026 (the “TPAC Development Agreement”), whereby TPAC will develop the TPAC Site pursuant to TPAC Development Agreement and enter into a long-term ground lease with respect to the TPAC Site with Metro as provided in TPAC Development Agreement (the “TPAC Ground Lease”);

WHEREAS, to set forth certain agreements regarding the Parties’ respective rights and obligations relative to the operation and use of the TPAC Site, the Parties are executing and entering into this Agreement;

WHEREAS, Metro and StadCo have executed that certain First Amended and Restated Site Coordination Agreement dated as of even date herewith (the “First Amended SCA”) to memorialize the rights and responsibilities of StadCo, on one hand, and Metro and developers of Campus properties, on the other; and

WHEREAS, the parties intend for the terms of this Agreement to supplant the terms of the First Amended SCA, as it relates to the TPAC Site.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual premises, undertakings, and covenants hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

ARTICLE 1 GENERAL TERMS

Section 1.1 Definitions and Usage. Capitalized terms used in this Agreement shall have the meanings assigned to them in Exhibit A, which also contains rules as to usage applicable to this Agreement, or within the individual sections of this Agreement.

ARTICLE 2 REPRESENTATIVES OF THE PARTIES

Section 2.1 Metro Representatives. Metro hereby designates the Metropolitan Mayor (or such other persons as the Metropolitan Mayor may designate in writing from time to time) to be its authorized representative pursuant to this Agreement (the “Metro Representative”). Any written Approval, decision, confirmation or determination of the Metro Representative shall be binding on Metro, except in those instances in which this Agreement specifically provides for the Approval, decision, confirmation or determination of the Metro Council; *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, and in all cases Section 12.22 shall apply.

Section 2.2 StadCo Representative. StadCo hereby designates the Chief Operating Officer of StadCo to be the representative of StadCo (the “StadCo Representative”), and shall have the right, from time to time, to change the individual who is the StadCo Representative by giving at least ten (10) days’ prior written Notice to Metro and TPAC thereof. With respect to any action, decision or determination to be taken or made by StadCo under this Agreement, the StadCo Representative shall take such action or make such decision or determination or shall notify Metro and TPAC 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 StadCo Representative shall be binding on StadCo; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the StadCo Representative shall not have any right to modify, amend or terminate this Agreement.

Section 2.3 TPAC Representative. TPAC hereby designates the President and CEO of TPAC to be the representative of TPAC (the “TPAC Representative”), and shall have the right, from time to time, to change the individual who is the TPAC Representative by giving at least ten (10) days’ prior written Notice to Metro and StadCo thereof. With respect to any action, decision or determination to be taken or made by TPAC under this Agreement, the TPAC Representative shall take such action or make such decision or determination or shall notify Metro and StadCo 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 TPAC Representative (acting solely in his or her capacity as the TPAC Representative) shall be binding on TPAC; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the TPAC Representative shall not have any right to modify, amend or terminate this Agreement.

ARTICLE 3

TERM

Section 3.1 Term. The term of this Agreement (the “COUA Term”) shall commence on the Effective Date and continue thereafter for so long as both (i) the TPAC Development Agreement or the TPAC Ground Lease is in effect, and (ii) the Stadium Lease is in effect; provided that the COUA Term may be extended at the option of Metro exercised in its sole discretion in the manner described in Section 3.2 below. Notwithstanding the expiration of the COUA Term or the earlier termination of this Agreement, those rights and obligations of the Parties that are expressly described in this Agreement as surviving the expiration or termination of this Agreement shall accordingly survive.

Section 3.2 Extension of COUA Term. If this Agreement would otherwise terminate due to expiration or earlier termination of the Stadium Lease and Metro does not provide notice prior to the expiration or earlier termination of the Stadium Lease to TPAC that Metro intends for the Stadium to cease being used as a venue for sporting, entertainment, cultural and/or civic events, then this Agreement shall be automatically renewed and the COUA Term shall be automatically extended until such time as the Stadium is no longer intended to be used for such purposes or Metro elects, by written notice to TPAC, to terminate this Agreement, whichever is earlier, and all of StadCo’s rights, title and interests (but none of its obligations or liabilities arising prior to the expiration or earlier termination of the Stadium Lease) under this Agreement (collectively, the “Stadium Rights”) shall automatically vest in Metro. The Parties specifically intend that there shall not be a merger of any of the Stadium Rights with the title or other interest of Metro in any of the Campus, and the interest of Metro in and to the Stadium Rights and the title or other interest of Metro in the Campus shall remain at all times separate and distinct. Metro shall have the right to assign all or any portion of the Stadium Rights to any subsequent tenants, licensees or other occupants of the Stadium so long as this Agreement remains in effect.

Section 3.3 Exclusion of TPAC Site From First Amended SCA. During the term of this Agreement, the parties agree that the TPAC Site shall not be subject to the First Amended SCA.

ARTICLE 4 REPRESENTATIONS

Section 4.1 Representations and Warranties of Metro. Metro represents and warrants to StadCo and TPAC, as of the Effective Date (unless otherwise expressly provided herein), as follows:

(a) Organization. Metro is a public corporation established by Charter adopted by referendum vote on June 28, 1962, in conformity with the laws of the State.

(b) Authorization. Metro has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Metro has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete, and certified copy of the authorizing resolution have been delivered to StadCo and TPAC. This Agreement has been duly executed and delivered by Metro. The individuals executing and delivering this Agreement on behalf of Metro have all requisite power and authority to execute and deliver the same and to bind Metro hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by StadCo and TPAC, this Agreement constitutes legal, valid, and binding obligations of Metro, enforceable against Metro in accordance with its terms.

(d) Governing Documents. The execution, delivery, and performance of this Agreement by Metro does not and will not result in or cause a violation or breach of, or conflict with, any provision of Metro's governing documents or rules, policies or regulations applicable to Metro.

(e) Law. The execution, delivery, and performance of this Agreement by the Metro does not and will not result in or cause a violation or breach of, or conflict with, Applicable Laws applicable to Metro or any of its respective properties or assets which will have a material adverse effect on Metro's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by Metro prior to the Effective Date have been taken or made.

(f) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Metro does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which Metro is a party or by which Metro or any of its properties or assets are bound which will have a material adverse effect on Metro's ability to perform and satisfy its obligations and duties hereunder.

(g) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to Metro's knowledge, threatened by any Person, against Metro or its assets or properties which if unfavorably determined Metro would have a material adverse effect on Metro's ability to perform and satisfy its obligations and duties hereunder.

Section 4.2 Representations and Warranties of TPAC. TPAC represents and warrants to StadCo and Metro, as of the Effective Date (unless otherwise expressly provided herein), as follows:

(a) Organization. TPAC is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee. TPAC possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. TPAC has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by TPAC has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete, and certified copies of the authorizing resolutions have been delivered to StadCo and Metro. This Agreement has been duly executed and delivered by TPAC. The individual executing and delivering this Agreement on behalf of TPAC has all requisite power and authority to execute and deliver the same and to bind TPAC hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by StadCo and Metro, this Agreement constitutes legal, valid, and binding obligations of TPAC, enforceable against TPAC in accordance with its terms.

(d) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by TPAC does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which TPAC is a party or by which TPAC or any of its properties or assets are bound.

(e) Governing Documents. The execution, delivery, and performance of this Agreement by TPAC does not and will not result in or cause a violation or breach of, or conflict with, any provision of its articles of organization, operating agreement or other governing documents.

(f) Law. The execution, delivery, and performance of this Agreement by TPAC does not and will not result in or cause a violation or breach of, or conflict with, Applicable Laws applicable to TPAC or any of its respective properties or assets which will have a material adverse effect on TPAC's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by TPAC prior to the Effective Date have been taken or made.

(g) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of TPAC, threatened by any Person, against TPAC or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of TPAC, financially or otherwise, including the ability of TPAC to perform and satisfy its obligations and duties hereunder

Section 4.3 Representations and Warranties of StadCo. StadCo represents and warrants to TPAC and Metro, as of the Effective Date (unless otherwise expressly provided herein), as follows:

(a) Organization. StadCo is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and duly authorized to do business in the State of Tennessee. StadCo possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. StadCo has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by StadCo have been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete, and certified copy of the authorizing resolutions has been delivered to TPAC and Metro. This Agreement has been duly executed and delivered

by StadCo. The individual executing and delivering this Agreement on behalf of StadCo has all requisite power and authority to execute and deliver the same and to bind StadCo hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by TPAC and Metro, this Agreement constitutes legal, valid, and binding obligations of StadCo, enforceable against it in accordance with its terms.

(d) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by StadCo does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which StadCo is a party or by which StadCo or any of its properties or assets are bound.

(e) Governing Documents. The execution, delivery, and performance of this Agreement by StadCo does not and will not result in or cause a violation or breach of, or conflict with, any provision of its articles of organization, operating agreement or other governing documents, or the NFL Rules and Regulations.

(f) Law. The execution, delivery, and performance of this Agreement by StadCo does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to StadCo or any of its properties or assets which will have a material adverse effect on the ability of StadCo to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by StadCo prior to the Effective Date have been taken or made.

(g) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of StadCo, threatened by any Person, against StadCo or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of StadCo, financially or otherwise, including the ability of StadCo to perform and satisfy its obligations and duties hereunder.

ARTICLE 5

ADDITION OF TPAC TO CAMPUS COORDINATION COMMITTEE

Section 5.1 Agreement to Extend Invitation to TPAC to Participate in Campus Coordination Committee Meetings. Metro and StadCo hereby agree that they will (i) invite a representative of TPAC to attend and participate as an ex officio member in the meetings of the Campus Coordination Committee (the “CCC”) established pursuant to that certain Campus Operations and Use Agreement, dated as of November 13, 2024, among Metro, StadCo and TFC Nashville Development LLC (“TFC”) and (ii) take all reasonable steps to obtain the consent of TFC to TPAC’s participation in the CCC on such terms.

ARTICLE 6

CAMPUS USE AND OPERATIONS

Section 6.1 Data Rights. Subject to compliance with Applicable Laws and as between StadCo and TPAC, StadCo shall have the exclusive right to exercise all StadCo’s Data Rights with respect to, at, on or within all or any portion of the Stadium and the Second Street Plaza during Stadium Events (including, without limitation, during Special Stadium Events) and the related Stadium Operational Periods. Subject to

compliance with Applicable Laws, TPAC shall have the exclusive right to exercise all TPAC's Data Rights with respect to, at, on or within all or any portion of the TPAC Site at all times. StadCo agrees to use commercially reasonable efforts not to intentionally over-broadcast its WIFI network serving the Stadium and the Second Street Plaza during Stadium Events so as to interfere with TPAC's Data Rights, and TPAC agrees to use commercially reasonable efforts not to intentionally over-broadcast its WIFI network serving the TPAC Site during Stadium Events so as to interfere with StadCo's Data Rights.

Section 6.2 Commercial Rights. StadCo shall have the sole and exclusive right to exercise all StadCo's Advertising Rights, StadCo's Concession Rights and StadCo's Hospitality Rights at, on or within any portion of the Second Street Plaza with respect to Stadium Events during Stadium Event Operational Periods and those portions of temporary Advertising solely exploited during such Stadium Events within the Second Street Plaza, including, without limitation, the sole and exclusive right to operate, control and sell, and to retain all revenue from the foregoing. Subject to the terms and conditions of this Agreement (including, without limitation, Section 6.4 below), TPAC shall have the sole and exclusive right to exercise TPAC's Advertising Rights, TPAC's Concession Rights and TPAC's Hospitality Rights at all times, including but not limited to during any Stadium Event Operational Period and during any Plaza Event.

Section 6.3 Digital Experiences and Assets. StadCo shall have the sole and exclusive right to control and monetize and grant to any other Person the right to control and monetize metaverse opportunities and other similar digital experiences now existing or hereafter developed at the Stadium and the Second Street Plaza or that relate to the Stadium or the Team, and to receive, retain and control all data related thereto. TPAC shall have the sole and exclusive right to control and monetize metaverse opportunities and other similar digital experiences now existing or hereafter developed at the at the TPAC Site (excluding (i) any parking facility, if any, owned by Metro within the TPAC Site or (ii) that relate to the Team, the Stadium or any Stadium Event). For the avoidance of doubt, if any commercial activities by TPAC are restricted or prohibited by this Agreement within the Second Street Plaza or the TPAC Site, such commercial activities by TPAC shall be restricted or prohibited to a corresponding extent in any digital environment (as such environment may now exist or be hereafter developed).

Section 6.4 Advertising Limitations.

(a) Neither Metro nor TPAC shall market or sell, or permit to be marketed or sold, any TPAC Advertising that (i) is disparaging toward any Premier Stadium Sponsor or (ii) advertises or promotes any competitive product or service within the categories of exclusivity granted by StadCo in connection with StadCo's Premier Stadium Sponsorships. Notwithstanding anything to the contrary in this Agreement, neither Metro nor TPAC shall market or sell, or permit to be marketed or sold, any TPAC Advertising that (i) is immediately facing or otherwise prominently visible from the Stadium Site or the Second Street Plaza, and (ii) that (A) is disparaging toward any Secondary Stadium Sponsor, or (B) advertises or promotes any competitive product or service within the categories of exclusivity granted by StadCo in connection with any Secondary Stadium Sponsorships.

(b) With respect to StadCo's Premier Stadium Sponsorships and Secondary Stadium Sponsorships, StadCo will keep TPAC reasonably informed of (i) the category or categories of exclusivity that have been agreed upon by StadCo and any Premier Stadium Sponsor or Secondary Stadium Sponsor, and (ii) the identity of all Premier Stadium Sponsors and Secondary Stadium Sponsors, in each case by providing to TPAC, no less frequently than annually, a list of all such Premier Stadium Sponsorships and Secondary Stadium Sponsorships, which list shall include the names of the Premier Stadium Sponsors and Secondary Stadium Sponsors, the category or categories for which each such Premier Stadium Sponsor or Secondary Stadium Sponsor has exclusivity, and the date of termination of each such Premier Stadium Sponsorship or Secondary Stadium Sponsorship. In the event the identity of a Premier Stadium Sponsor or Secondary Stadium Sponsor changes after TPAC has entered into a contract for any TPAC Advertising

that would otherwise be prohibited by Section 6.4(a) (a “Preexisting Contract”), the Preexisting Contract shall be permitted for the term of the Preexisting Contract, including any renewal terms included in the Preexisting Contract. In the event of the foregoing, TPAC shall provide StadCo prompt written notice of (i) the Person party to the Preexisting Contract, (ii) the category or categories of exclusivity that conflict with the Premier Stadium Sponsorship or Secondary Stadium Sponsorship and (iii) the date of termination of the Preexisting Contract. TPAC agrees not to amend any Preexisting Contract to extend the initial terms or add any additional renewal terms following the receipt of the notification from StadCo of the change in the identity of a Premier Stadium Sponsor or Secondary Stadium Sponsor that conflicted with the Preexisting Contract.

(c) Metro and TPAC shall use commercially reasonable efforts without the necessity to resort to litigation and without diminishing StadCo’s rights in law and equity, to protect the rights granted to StadCo under this Section 6.4, from intentional and obvious Ambush Marketing within the TPAC Site, including without limitation, reasonably cooperating with StadCo to develop and implement a protection strategy to combat any such Ambush Marketing within the TPAC Site. Without limiting the foregoing, TPAC will reasonably cooperate with StadCo in the event StadCo determines to commence litigation to prevent or otherwise address Ambush Marketing in the TPAC Site, provided such cooperation shall not require TPAC to join or participate in any litigation. The Parties agree from time to time to discuss in good faith additional actions to be taken to protect StadCo from Ambush Marketing within the TPAC Site. TPAC will use commercially reasonable efforts to notify StadCo promptly in writing of TPAC becoming aware of any instances of Ambush Marketing located on the TPAC Site.

Section 6.5 Campus Sponsors. TPAC, Metro and StadCo agree to negotiate in good faith with respect to the solicitation and formal engagement of any Person as a naming or similar sponsor of the Campus, excluding (for avoidance of doubt) the Stadium, the Second Street Plaza and the TPAC Site (such Person, a “Campus Sponsor”) to collectively maximize revenue for TPAC, Metro and StadCo with respect to such Advertising; provided, the decision to grant any rights to a Campus Sponsor shall be at the sole and absolute discretion of each Party, and any Campus Sponsor shall be subject to terms and conditions of this Agreement unless otherwise agreed by the Parties.

Section 6.6 Sports Betting and Casinos. Without StadCo’s prior written approval (such approval to be granted at StadCo’s sole discretion), neither TPAC nor Metro nor any of their respective Affiliates shall grant the right to or otherwise authorize any Person to conduct, sell or lease any opportunities with respect to sports betting and Casinos throughout the TPAC Site, including, without limitation, the right to provide wagering on real world sports competitions within the TPAC Site, provided, however the foregoing shall not prohibit gambling or games of chance unrelated to real world sports competition operated by the Tennessee Lottery or an event benefitting a non-profit organization that is permitted by other Governmental Authorities or legal online gambling by Persons using their own devices.

ARTICLE 7 DEFAULTS AND REMEDIES

Section 7.1 Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default”:

(a) A Party’s failure to pay any amounts due hereunder or within thirty (30) days of a written request for the payment thereof from the Party to whom the sum is due; or

(b) if (i) a Party fails to observe or perform any material covenant, condition, agreement or obligation hereunder other than the Party’s obligations referenced in subsection (a) above (so long as such failure to observe or perform is not caused by the acts or omissions of any of the other Parties

which constitutes a breach of this Agreement), and (ii) the defaulting Party fails to cure, correct or remedy such default within thirty (30) days after the receipt of written notice thereof from any of the other Parties, describing it with reasonable specificity, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the defaulting Party proceeds promptly and with due diligence to cure the failure and uses commercially reasonable efforts to complete the curing thereof; or

(c) if any representation or warranty of a Party set forth in this Agreement shall prove to be incorrect in any material respect as of the time when the same shall have been made, and the Party fails to cure, correct or remedy such failure to be true within thirty (30) days after the receipt of written notice thereof from any of the other Parties, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the defaulting Party proceeds promptly and with due diligence to cure the failure and uses commercially reasonable efforts to complete the curing thereof; or

(d) except as otherwise provided by Applicable Laws, if any Party shall be judicially declared bankrupt or insolvent according to law or if any assignment shall be made of the property of the Party for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Party's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of the Party under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within ninety (90) days after it is begun (in each case, other than at the request of or on behalf of any of the other Parties), or if the Party shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts.

Section 7.2 Remedies. Subject to the cure rights set forth in Section 7.1(a) or Section 7.1(b), the non-defaulting Party or Parties may take any or all of the following actions on account of an Event of Default pursuant to Section 7.1:

(a) Obtain specific performance of the obligation of the defaulting Party.

(b) Exercise self-help to attempt to remedy or mitigate the effect of any breach of his Agreement by the defaulting Party and recover all actual and reasonable costs and expenses, including without limitation attorney's fees, incurred by the non-defaulting Party or Parties in connection therewith.

(c) Any non-defaulting Party may exercise such other remedies as may be available at law or in equity, except as limited by Section 9.2(h).

ARTICLE 8

STANDARDS FOR APPROVALS

Section 8.1 Review and Approval Rights. The provisions of this Article 8 shall be applicable with respect to all instances in which it is provided under this Agreement that StadCo or the StadCo Representative, Metro or the Metro Representative or TPAC or the TPAC Representative exercises Review and Approval Rights; *provided, however*, that if the provisions of this Article 8 specifying time periods for exercise of Review and Approval Rights shall conflict with other express provisions of this Agreement providing for time periods for exercise of designated Review and Approval Rights, then the provisions of such other provisions of this Agreement shall control. As used herein, the term "Review and Approval Rights" shall include, without limiting the generality of that term, all instances in which one Party (the "Submitting Party") is permitted or required to submit to the other Party or to the representative of that other Party any document, notice or determination of the Submitting Party and with respect to which the

other Party or its representative (the “Reviewing Party”) has a right or duty hereunder to review, comment, confirm, consent, Approve, disapprove, dispute or challenge the submission or determination of the Submitting Party.

Section 8.2 Standard for Review.

(a) General. Unless this Agreement specifically provides that a Party’s Review and Approval Rights may be exercised in the sole discretion of the Reviewing Party, then in connection with exercising its Review and Approval Rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity as Reviewing Party with regard to each and all of its Review and Approval Rights and to not unreasonably withhold, condition or delay its Approval of, consent to or confirmation of any submission or determination. The Reviewing Party shall review the matter submitted in writing and shall promptly (but in any event within fifteen (15) days after such receipt) give Notice to the Submitting Party of the Reviewing Party’s comments resulting from such review and, if the matter is one that requires Approval or confirmation pursuant to the terms of this Agreement, such Approval, confirmation, disapproval or failure to confirm, setting forth in detail the Reviewing Party’s reasons for any disapproval or failure to confirm. Any failure to respond within the foregoing fifteen (15) day period shall not be deemed to be an approval or confirmation of the matter submitted unless within five (5) Business Days thereafter the submitting party resubmits the matter in writing with a prominent, all capital letters disclaimer that states – THIS IS A RESUBMISSION OF A PREVIOUSLY SUBMITTED MATTER TO WHICH TIMELY RESPONSE WAS NOT MADE AND FAILURE TO RESPOND TO THIS RESUBMISSION WITHIN A FURTHER TEN (10) DAYS SHALL BE DEEMED TO BE AN APPROVAL. A failure to respond within the foregoing ten (10) day period shall then be deemed to be an approval or confirmation of the matter submitted.

(b) Specific Matters. Unless otherwise provided herein, the Reviewing Party’s right to disapprove or not confirm any matter submitted to it for Approval or confirmation and to which this Section 8.2 applies shall be limited to the elements thereof: (a) that do not conform in all material respects to Approvals or confirmations previously given with respect to the same matter; and (b) that propose or depict matters that are or the result of which would be a violation of or inconsistent with the provisions of this Agreement or Applicable Law.

Section 8.3 Resubmissions. If the Reviewing Party disapproves of or fails to confirm a matter to which this Section 8.3 applies within the applicable time period, the Submitting Party shall have the right, within twenty (20) days after the Submitting Party receives Notice of such disapproval or failure to confirm, to re-submit the disapproved or not confirmed matter to the Reviewing Party, altered to satisfy the Reviewing Party’s basis for disapproval or failure to confirm (all subsequent re-submissions with respect to such matter must be made within ten (10) days of the date the Submitting Party receives Notice of disapproval or failure to confirm of the prior re-submission). The applicable Submitting Party shall use reasonable efforts to cause any such re-submission to expressly state that it is a re-submission, to identify the disapproved or not confirmed portion of the original submission and any prior resubmissions, and to not be included with an original submission unless the matter previously disapproved is expressly identified thereon. Any resubmission made pursuant to this Section 8.3 shall be subject to Review and Approval Rights of the Reviewing Party in accordance with the procedures described in this Article 8 for an original submission (except that the Review and Approval Rights shall be limited to the portion previously disapproved or not confirmed), until such matter shall be Approved by the Reviewing Party.

Section 8.4 Duties, Obligations, and Responsibilities Not Affected. Approval or confirmation by the Reviewing Party of or to a matter submitted to it by the Submitting Party shall neither, unless specifically otherwise provided (a) relieve the Submitting Party of its duties, obligations or responsibilities

under this Agreement with respect to the matter so submitted nor (b) shift the duties, obligations or responsibilities of the Submitting Party with respect to the submitted matter to the Reviewing Party.

ARTICLE 9 DISPUTE RESOLUTION PROCEDURES

Section 9.1 Intent. It is intended by the Parties to resolve any dispute, controversy or claim between or among the Parties arises under this Agreement or any right, duty or obligation arising therefrom or the relationship of the Parties thereunder (a “Dispute or Controversy”), including a Dispute or Controversy relating to the (a) effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement or (b) the granting or denial of any Approval under this Agreement, through reasonable business-like negotiations without resort to litigation, if possible. If a Dispute or Controversy should arise under this Agreement, the Parties shall attempt to resolve the dispute in accordance with this Article 9 (the “Dispute Resolution Procedures”) prior to or during the pendency of any litigation. No Party shall cease or delay performance of its obligations under this Agreement during the existence of any Dispute or Controversy, and all Parties shall pay to any other Party all amounts owing and not subject to dispute or offset.

Section 9.2 Resolution Procedure. The Parties shall attempt to resolve any Dispute or Controversy in accordance with the following procedures:

(a) Special Meeting. Any Party may make its final proposal in writing and in reasonable detail to the other Party or Parties involved in any Dispute or Controversy with respect to the resolution of the Dispute or Controversy (the “Dispute Resolution Proposal”), and if the recipient Party or Parties do not agree to the Dispute Resolution Proposal within seven (7) Business days following its receipt thereof (the “First Resolution Deadline”), then the Parties shall refer the Dispute or Controversy to their respective Chief Executive Officers, Presidents or equivalents (the “Senior Executives”), and the Parties shall cause the Senior Executives to meet (the “Senior Executives Meeting”) at least once (in person or by telephone conference call or virtual meeting) within seven (7) Business Days after the First Resolution Deadline and negotiate in good faith to resolve the Dispute or Controversy.

(b) Mandatory Mediation. If the Dispute or Controversy has not been resolved within seven (7) Business Days after the special meeting has occurred (the “Second Resolution Deadline”), any Party thereto may, at its option, initiate a mediation proceeding which shall be attended by all Parties to the Dispute or Controversy and which, unless all Parties to such proposed mediation proceeding agree otherwise, shall be conducted by an independent mediator from Judicial Arbitration and Mediation Services in accordance with its procedures. The costs of the mediation shall be shared equally by all Parties to such mediation. No Party may file any litigation or any other legal proceedings until after the Second Resolution Deadline, but the mediation proceedings may be conducted before or during the pendency of any litigation or other legal proceedings.

(c) Settlement. If, as a result of the mediation, a voluntary settlement is reached and the Parties agree that such settlement shall be reduced to writing, the mediator shall hereby be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediation agreement. Such agreement shall have the same force and effect as an arbitration award and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(d) Evidentiary Rules. The proceedings under this Section shall be subject to the applicable evidence rules and code of the State of Tennessee. Further, the Parties agree that evidence of anything said or presented, or of any admission made during or in the course of the special meeting or mediation shall not be admissible in evidence or subject to discovery, and disclosure of such evidence shall

not be compelled, in any arbitration, court action or proceeding. All communication, negotiations, or settlement discussions by and between participants or mediators in the mediation shall remain confidential. This provision shall not limit the discoverability or admissibility of evidence if all Persons who conducted or otherwise participated in the mediation consent to its disclosure. The Parties expressly agree and further agree that the presentation of evidence from any expert or consultant shall not waive any attorney-client or other privilege or exclusionary rule a party may later seek to assert in another proceeding.

(e) Limitations. The Dispute Resolution Procedures shall not in any way affect any statutes of limitation relating to Dispute or Controversy or other matter or question arising out of or relating to this Agreement or the breach thereof.

(f) Litigation Costs. In any litigation between the Parties, the Party who prevails on the merits of the litigation shall be entitled to recover, in addition to all other relief obtained, reasonable attorneys' fees and expenses of that litigation provided, however, in no event shall any Party be entitled to recover such reasonable attorneys' fees and expenses from Metro and Metro shall have no obligation or liability with respect thereto, and in no event shall Metro be entitled to recover such reasonable attorneys' fees and expenses from another Party and such Party shall have no obligation or liability to Metro with respect thereto.

(g) Venue. No litigation by any Party may be brought against any other Party except in the Chancery or Circuit Court of Davidson County, State of Tennessee.

(h) Limitation of Liability. No Party shall in any event be liable for any consequential, punitive or exemplary damages to another Party.

ARTICLE 10 MISCELLANEOUS PROVISIONS

Section 10.1 Notices. All notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing and shall be deemed to have been properly given if (i) delivered by hand, (ii) or sent by registered or certified United States mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight mail or courier service (with signed confirmation of receipt) or (iv) by e-mail to the following addresses, respectively:

<u>To TPAC</u>	Tennessee Performing Arts Center Management Corporation 5050 Deaderick Street Nashville, Tennessee 37243 Attn: Jennifer Turner Email: jturner@tpac.org
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<u>To Metro:</u>	Nashville City Hall, Suite 100 1 Public Square Nashville, Tennessee 37201 Attn.: Mayor
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with a copy to:	Metropolitan Department of Law 1 Public Square, Suite 108 Nashville, Tennessee 37201
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Attn.: Department of Law
Email: tom.cross @nashville.gov

To StadCo:

Tennessee Stadium, LLC
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
Attn: President/CEO and Chief Operating Officer
Emails: bnihill@titans.nfl.com and dwerly@titans.nfl.com

or to such other addresses as may from time to time be specified in writing by any party hereto. Any notices or other communications under this Agreement must be in writing, and shall be deemed duly given or made at the time and on the date when received by e-mail transmittal of pdf files or similar electronic means or when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally recognized overnight delivery service) to the address for each Party set forth above or when delivery is refused. Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below. Notwithstanding the foregoing to the contrary, any notice received by e-mail or other electronic means after 6:00 pm CT shall be deemed given or made on the next Business Day. Any notice to be given by any party hereto may be given by the counsel for such Party.

Section 10.2 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties. A signed writing by Metro to implement any amendment, modification or supplementation required by Applicable Law to be approved by the Metro Council must be approved pursuant to a resolution (and not an ordinance) by the Metro Council.

Section 10.3 Waivers. 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, covenant, representation or warranty.

Section 10.4 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or other electronic signature (including a .pdf) of any party shall be considered to have the same binding effect as an original signature.

Section 10.5 Knowledge. The term “knowledge” or words of similar import shall mean the knowledge after reasonable inquiry of the officers or key employees of any Party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

Section 10.6 Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this Agreement is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against any Party.

Section 10.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, board members, agents, successors, and permitted assigns, 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.

Section 10.8 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.

Section 10.9 Governing Law, Venue; Waiver of Jury.

(a) Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the Parties under or related to the Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Tennessee, applicable to contracts executed in and to be performed entirely within the State of Tennessee, without regard to the conflicts of laws principles thereof.

(b) Venue. Subject to the terms of Article 9, each of the Parties hereby irrevocably and unconditionally submits, for itself and its Property, to the exclusive jurisdiction of the Chancery Court of Davidson County, Tennessee or federal court of the United States of America and any appellate court from any thereof, in any proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such proceeding except in such courts, (ii) agrees that any claim in respect of any such proceeding may be heard and determined in the Chancery Court of Davidson County, Tennessee or in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such court, and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the Parties agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.10. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 10.10 Time is of the Essence. The times for performance provided in this Agreement are essential due to the obligations and expenditures of the Parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other Parties in reliance thereon. All provisions in this Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided.

However, if the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, is a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

Section 10.11 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 10.11 shall not be construed or implemented in a manner that substantially deprives any Party of the overall benefit of its bargain under this Agreement.

Section 10.12 Relationship of the Parties. Metro, TPAC and StadCo are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

Section 10.13 Further Assurances/Additional Documents and Approval. A Party, upon reasonable request of the other Party, shall execute and deliver, or cause to be executed and delivered, any additional documents and shall take such further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

Section 10.14 Recording. This Agreement shall not be recorded, but at the request of any Party, the Parties shall promptly execute, acknowledge, and deliver to each other a memorandum of this Agreement in a form reasonably agreed upon by the Parties (and a memorandum of modification of this Agreement in respect of any modification of this Agreement) sufficient for recording. Such memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement and shall confirm that this Agreement runs with the Land under Section 10.17 hereof.

Section 10.15 Estoppel Certificate. Each of the Parties agrees that within ten (10) Business Days after receipt of a written request by any other Party, shall execute, acknowledge, and deliver to the requesting party a statement in writing certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that such Party is not (to the best of that Party's knowledge) in default under any provisions of this Agreement or, if there has been a default, the nature of such default; and (c) such other factual matters as requested by the requesting Party.

Section 10.16 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, but without limitation of any Party's equitable rights and remedies, except as otherwise provided in any other instrument executed and delivered to any other Party in connection with this Agreement, no direct or indirect member, manager, partner, owner, shareholder, director, officer, employee, trustee, agent or representative in or of a Party or any of its Affiliates (each, other than a Party, a "Nonrecourse Party") shall have any personal liability in any manner or to any extent under this Agreement and no Party nor any Person claiming by, through or under such Party shall have any recourse to any assets of a Nonrecourse Party. The limitation of liability provided in this Section 10.16 is in addition to, and not in limitation of, any limitation on liability applicable to a Nonrecourse Party provided by law or by this Agreement or any other contract, agreement or instrument. No owner, member, officer, director, manager, employee, agent, appointee, representative or other individual acting in any capacity on behalf of either of

the Parties or their Affiliates shall have any personal liability or obligations under, pursuant to, or with respect to this Agreement for any reason whatsoever.

Section 10.17 Runs with the Land. During the COUA Term, this Agreement, and Metro's, TPAC's and StadCo's respective rights hereunder, each constitute an interest in the TPAC Site Land (excluding any parking facility, if any, owned by Metro within the TPAC Site) (collectively, the "Land"), and Metro, TPAC and StadCo intend that interest be non-revocable and assignable, in each case, in accordance with, but subject to the terms of this Agreement; and constitute an interest in real estate that runs with title to the Land, and inures to the benefit of and is binding upon Metro, TPAC, StadCo and their respective permitted successors in title and permitted assigns, subject to the terms of this Agreement.

Section 10.18 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 StadCo, TPAC nor any of their 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.

Section 10.19 Public Records. The Parties agree that neither StadCo nor TPAC is an office, department, or agency of Metro for purposes of Tennessee Code Annotated Sections 10-7-403 and 10-7-701. Neither StadCo nor TPAC is a custodian of records for Metro, nor are StadCo or TPAC responsible for maintaining Metro's documents arising from or relating to this Agreement.

Section 10.20 Permitted Assignment by Metro. Metro may assign all of its rights and obligations under this Agreement to the East Bank Development Authority, an instrumentality of Metro incorporated pursuant to Chapter 68 of the 2024 Private Acts of the State of Tennessee, so long as the East Bank Development Authority holds title (whether by fee title, leasehold interest or assignment of rights) to the entire the TPAC Site, exclusive of public rights of way.

Section 10.21 Metro's Rights as Sovereign. Metro retains all its sovereign prerogatives, rights and regulatory authority (quasi-judicial or otherwise) as a consolidated city-county government under Applicable Laws with respect to the planning, design, construction, development and operation of the Campus, including the TPAC Site. It is expressly understood that notwithstanding any provisions of this Agreement and Metro's status as a Party hereto, any Metro covenant or obligation that may be contained in this Agreement shall not bind Metro, the Metro Council to grant or leave in effect any Governmental Authorization that may be granted, withheld, or revoked by Metro in the exercise of its/their police power(s).

Section 10.22 Permitted Assignment by StadCo. StadCo shall have the right to assign its rights, privileges, duties and obligations hereunder in connection with a Permitted Assignment, as defined in the Stadium Lease, to the same Person that is the permitted transferee pursuant to such Permitted Assignment. Following such assignment, StadCo shall be released from any obligations hereunder that accrue following the date of such assignment.

Section 10.23 Permitted Assignment by TPAC. TPAC shall have the right to assign its rights, privileges, duties and obligations hereunder in connection with a Permitted Assignment, as defined in the TPAC Ground Lease, to the same Person that is the permitted transferee pursuant to such Permitted Assignment. Following such assignment, TPAC shall be released from any obligations hereunder that accrue following the date of such assignment.

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

TENNESSEE PERFORMING ARTS CENTER
MANAGEMENT CORPORATION, a Tennessee non-
profit corporation

By: _____
Jennifer Turner
President and CEO

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: _____
Metropolitan Mayor

ATTEST:

By: _____
Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Director of Law

TENNESSEE STADIUM, LLC, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO
SITE COORDINATION AGREEMENT**

GLOSSARY OF DEFINED TERMS AND RULES OF USAGE

“Actions or Proceedings” shall mean any lawsuit, proceeding, arbitration or other alternative dispute resolution process, Governmental Authority investigation, hearing, audit, appeal, administrative proceeding, or judicial proceeding.

“Advertising” means the sale of advertising, sponsorship, signage, displays, and other promotional activity, in each case whether in form now existing or developed in the future. Office, retail, restaurant or hotel tenant signage, wayfinding signage, directional signage and other non-revenue producing signage shall not constitute Advertising.

“Affiliate” shall mean, with respect to a specified Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified. For purposes of this definition, the terms “Controls,” “Controlled by” or “under common 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 (including being the general partner, officer or director of the entity in question); provided, however, that Control shall not be deemed absent solely because a non-managing member, partner or shareholder has the right to approve certain major decisions.

“Agreement” shall have the meaning set forth in the preamble of this Agreement.

“Ambush Marketing” means any attempt by another Person, without StadCo’s consent or the NFL’s consent, to associate itself or its products or services with the Team, the NFL, or any of the NFL’s Entities, or to directly or indirectly suggest that such product or service is endorsed by or otherwise associated with the Team, StadCo, the NFL of any of the NFL Entities. Ambush Marketing shall include, but not be limited to, the unauthorized use of TeamCo’s and StadCo’s intellectual property; the unauthorized use of free tickets for Stadium Events in consumer prize giveaways, contests, sweepstakes or other promotions; the creation of any Advertising that incorporates a theme or image that would lead a reasonable person to believe the non-sponsor advertiser is in some way associated with or has been endorsed by the Team, StadCo, the NFL, or any of the NFL’s Entities; and any other Advertising, marketing, or promotion that is undertaken by an unauthorized third party and gives the public the impression that the unauthorized third party: (i) has an official association, approval or sponsorship with the Team, StadCo, the NFL of any of the NFL Entities, or (ii) otherwise to imply a direct or indirect association, approval, or sponsorship with the Team, StadCo, the NFL of any of the NFL Entities as a means of promoting the unauthorized third party’s business, products, or services.

“Applicable Law(s)” or “applicable law(s)” or “Law(s)” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements, and orders that (a) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (b) are applicable to this Agreement or the performance of the obligations of the parties under this Agreement.

“Approval” or “approve” shall mean (a) with respect to any item or matter for which the approval of Metro is required under the terms of this Agreement, the specific approval of such item or matter by Metro pursuant to a written instrument executed by authorized official of Metro or the Metro Representative, as permitted pursuant to the terms of this Agreement, and delivered to StadCo and TPAC, and shall not include any implied or imputed approval, but shall include any approval that is deemed approved pursuant to the terms of this Agreement, and no approval by the Metro or the Metro Representative pursuant to this Agreement shall be deemed to constitute or include any approval required in connection with any governmental functions of Metro; (b) with respect to any item or matter for which the approval of TPAC is required under the terms of this Agreement, the specific approval of such item or matter by TPAC or the TPAC Representative, as the case may be, pursuant to a written instrument executed by a duly authorized officer of TPAC or the TPAC Representative, as permitted pursuant to the terms of this Agreement, and delivered to StadCo and Metro and shall not include any implied or imputed approval, but shall include any approval that is deemed approved pursuant to the terms of this Agreement; (c) with respect to any item or matter for which the approval of StadCo is required under the terms of this Agreement, the specific approval of such item or matter by StadCo or the StadCo Representative, as the case may be, pursuant to a written instrument executed by a duly authorized officer of StadCo or the StadCo Representative, as permitted pursuant to the terms of this Agreement, and delivered to the Metro and TPAC and shall not include any implied or imputed approval, but shall include any approval that is deemed approved pursuant to the terms of this Agreement; and (d) with respect to any item or matter for which the approval of any other Person is required under the terms of this Agreement, the specific approval of such item or matter by such Person pursuant to a written instrument executed by a duly authorized representative of such Person and delivered to TPAC, Metro or StadCo, as applicable, and shall not include any implied or imputed approval. In such use, all Approvals shall not be unreasonably withheld, conditioned or delayed, unless the terms of this Agreement specify otherwise.

“Authority” shall have the meaning set forth in the Recitals of this Agreement.

“Business Day” shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required or authorized to close in Nashville, Tennessee.

“Campus” shall have the meaning set forth in the Recitals of this Agreement and, for the avoidance of doubt, excludes the Stadium.

“Campus Sponsor” shall have the meaning set forth in Section 6.5 of this Agreement

“Casino” shall mean any building that provides gambling-based games typically found in casinos that consist of dealing, operating, carrying on, conducting, maintaining, or exposing for play any game played with cards, dice, equipment, or any mechanical or electromechanical device, such as poker, roulette, craps, twenty-one, black jack, baccarat, slot machines, keno or any other gambling-based game similar in form or content where money or credit is wagered.

“COUA Term” shall have the meaning set forth in Section 3.1 of this Agreement.

“Commissioner” shall mean the Commissioner of the NFL.

“Construction Management Agreement” shall have the meaning set forth in Section 6.7 of this Agreement.

“Cornerstone Sponsor” shall mean one of up to six (6) Persons total that from time to time has been granted rights to any or all of the assets comprising a Cornerstone Sponsorship.

“Cornerstone Sponsorship” shall mean one of up to six (6) sponsorships (other than a Stadium Naming Rights Sponsorship or a Secondary Stadium Sponsorship) which shall have category exclusivity for any one or more categories agreed upon by StadCo and the applicable Cornerstone Sponsor.

“Cumberland” means Cumberland Stadium, Inc., a Delaware corporation.

“Day(s)” or “day(s)” shall mean calendar days, including weekends and legal holidays, whether capitalized or not, unless otherwise specifically provided.

“Dispute or Controversy” shall have the meaning set forth in Section 9.1 of this Agreement.

“Dispute Resolution Procedures” shall have the meaning set forth in Section 9.1 of this Agreement.

“Dispute Resolution Proposal” shall have the meaning set forth in Section 9.2(a) of this Agreement.

“Effective Date” shall have the meaning set forth in the preamble of this Agreement.

“Existing Stadium” shall mean the existing Nissan Stadium located on the east bank of the Cumberland River that is the current home stadium for the Tennessee Titans.

“First Amended SCA” shall have the meaning set forth in the Recitals of this Agreement.

“First Resolution Deadline” shall have the meaning set forth in Section 9.2(a) of this Agreement.

“Governmental Authority” shall mean any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“IDA Land” means the TPAC Site.

“Land” shall have the meaning set forth in Section 10.17 of this Agreement.

“Legal Holiday” shall mean any day, other than a Saturday or Sunday, on which the County’s administrative offices are closed for business.

“Metro” shall mean The Metropolitan Government of Nashville and Davidson County.

“Metro Council” shall mean the Metropolitan Council of Metro.

“Metropolitan Mayor” means the Mayor of The Metropolitan Government of Nashville and Davidson County.

“Metro Representative” shall have the meaning set forth in Section 2.1 of this Agreement.

“NFL” shall have the meaning set forth in the Recitals of this Agreement.

“NFL Entities” means any entity that is, directly or indirectly, jointly owned by all or substantially all of the NFL member clubs (including NFL Productions LLC, NFL Properties LLC, NFL Enterprises LLC, NFL International LLC, NFL Ventures, Inc., NFL Ventures, L.P. and any successor or future entity that is, directly or indirectly, in whole or in part, jointly owned and/or controlled by all or substantially all of the NFL member clubs or that owns assets that produce revenues that are required to be shared with other NFL member clubs under the NFL Constitution and their respective subsidiaries and other affiliates).

“NFL Management Council” shall mean the not-for-profit association formed by the member clubs of the NFL to act as the representative of such member clubs in the conduct of collective bargaining and other player relations activities of mutual interest to such member clubs.

“NFL Rules and Regulations” shall mean the Constitution and Bylaws of the NFL, including, without limitation, all resolutions, rules and policies adopted and/or promulgated thereunder, and the Articles of Association and Bylaws of the NFL Management Council, including any amendments to either such document and any interpretations of either such document issued from time to time by the Commissioner which are within the Commissioner’s jurisdiction; all operative NFL or NFL Management Council resolutions that are within the NFL’s or the NFL Management Council’s respective jurisdictions; any existing or future agreements entered into by the NFL or the NFL Management Council, including, without limitation, any television agreements or any collective bargaining or other labor agreements (including without limitation, any NFL player salary guarantees and pension fund agreements), and any agreements made in settlement of any litigation against the NFL, the NFL Management Council, or the NFL member clubs (including litigation against such clubs, or agreements made by such clubs, jointly or collectively); any agreements and arrangements to which such party is or after the date of this Lease may become subject or by which it or its assets are or may become bound with or in favor of the NFL and its affiliates; and such other rules or policies as the NFL, the NFL Management Council, or the Commissioner may issue from time to time that are within the issuing party’s jurisdiction, including, without limitation, all financial and other reporting requirements of the NFL

“Nonrecourse Party” shall have the meaning set forth in Section 10.16 of this Agreement.

“Notice” shall mean any Approval, consent, demand, designation, request, election or other notice that any Party gives to the other Party regarding this Agreement.

“Off-Premise Advertising” means Advertising that is used to advertise or inform by directing attention to a cause, event, campaign, business, profession, commodity, product, service, or entertainment that is conducted, sold, distributed, or offered elsewhere than upon the same premises as the Off-Premise Advertising, or that directs attention to any brand name or trade name product that may be only incidentally available on the same premises as the Off-Premise Advertising.

“Original SCA” shall have the meaning set forth in the Recitals of this Agreement.

“Party” and “Parties” shall have the meaning set forth in the preamble of this Agreement.

“Person” or “Persons” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

“Preexisting Contract” shall have the meaning set forth in Section 6.4(b) of this Agreement.

“Premier Stadium Sponsors” means the Stadium Naming Rights Sponsor and the Cornerstone Sponsors.

“Premier Stadium Sponsorships” means the Stadium Naming Rights Sponsorship and the Cornerstone Sponsorships.

“Property” shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Review and Approval Rights” shall have the meaning set forth in Section 8.1 of this Agreement.

“Second Resolution Deadline” shall have the meaning set forth in Section 9.2(b) of this Agreement.

“Second Street Plaza” shall mean the land adjacent to the Stadium identified in that certain Declaration of Easements, Restrictions and Covenants for Parcel B, the Stadium Plaza, Parcel C, East Bank, dated November 13, 2024.

“Secondary Stadium Sponsor” shall mean one of up to twelve (12) Persons total that from time to time has been granted rights to any or all of the assets comprising a Secondary Stadium Sponsorship.

“Secondary Stadium Sponsorship” shall mean one of up to twelve (12) sponsorships (other than a Stadium Naming Rights Sponsorship or a Cornerstone Sponsorship) which shall have category exclusivity for any one or more categories agreed upon by StadCo and the applicable Secondary Stadium Sponsor.

“Senior Executives” shall have the meaning set forth in Section 9.2(a) of this Agreement.

“Senior Executives Meeting” shall have the meaning set forth in Section 9.2(a) of this Agreement.

“Special Stadium Events” shall mean major Stadium Events at the Stadium such as Super Bowls, NCAA tournaments, and such other similar events that may require special accommodations, such as extended hours of operation, additional seating capacity, accommodation for media coverage, etc.

“StadCo” shall mean Tennessee Stadium, LLC, a Delaware limited liability company and shall have any additional meaning set forth in the preamble of this Agreement.

“StadCo Representative(s)” shall have the meaning set forth in Section 2.2 of this Agreement.

“StadCo’s Advertising Rights” means the right to display, control, conduct, lease, permit, sell, publish and enter into agreements regarding the display of all Advertising at, on or within the Stadium or any portion of the Second Street Plaza.

“StadCo’s Concessions” means, collectively, all food and beverages, including all alcoholic beverages (subject to procurement of all necessary Government Approvals), and StadCo’s Merchandise sold by StadCo at, on or within the Stadium or any portion of the Second Street Plaza.

“StadCo’s Concession Rights” means the right to market, sell, display and distribute Concessions and to conduct catering and banquet sales and service, including, but not limited to, catering sales and service with respect to private areas located in the Stadium (*e.g.*, private suites and media and broadcast areas) and at, on or within the Stadium or any portion of the Second Street Plaza.

“StadCo’s Data Rights” means the right to collect, use, sell, license, display, publish or otherwise use, names, contact information and other identifiable information with respect to those attending Stadium Events.

“StadCo’s Hospitality Rights” means the right to market and sell hospitality assets related to the Stadium during the Stadium Event Operational Period, including, without limitation, suites, tickets, experiences, StadCo’s Concessions and StadCo’s Merchandise.

“StadCo’s Merchandise” means souvenirs, apparel, publications (including NFL football programs), retail goods, other merchandise (including, but not limited to, NFL or team novelties and

licensed items) and other non-edible items, goods, equipment (including mechanical, electrical or computerized amusement devices) and wares sold by StadCo and at, on or within the Stadium or any portion of the Second Street Plaza.

“Stadium” shall mean a new premier, first-class, fully-enclosed venue to be constructed on the Stadium Land for professional football Team Games and a broad range of other civic, community, athletic, educational, cultural, and commercial activities.

“Stadium Event Operational Period” shall mean the period that is thirty-six (36) hours (or such reasonable lesser time as is feasible under the relevant circumstances) prior to the commencement of the Stadium Event and twenty-four (24) hours (or such reasonable lesser time as is feasible under the relevant circumstances) after the end of the Stadium Event, except for Special Stadium Event which shall be a period that is subject final determination by the CCC pursuant to Section 5.4(c)(v).

“Stadium Events” means Team Events, TSU Games and any and all other events or activities of any kind at the Stadium which are permitted under the Stadium Lease, excluding events hosted by the Authority, where tickets are distributed to more than 20,000 people and any events held at the Stadium by Tennessee State University pursuant to that certain TSU Agreement and Stadium Lease [New Stadium], dated as of August 25, 2023, by and between StadCo and Tennessee State University, acting for the benefit of the Tennessee State University Board of Trustees, as the same may be amended from time to time.

“Stadium Land” means the Stadium Site.

“Stadium Lease” shall mean the Stadium Lease Agreement dated as of August 25, 2023, between the Authority, as lessor, and StadCo, as lessee, and covering the Stadium Land and the Stadium, as the same may be amended, supplemented, modified, renewed or extended from time to time as provided therein.

“Stadium Naming Rights” shall mean the right to name and rename the Stadium.

“Stadium Naming Rights Sponsor” means any Person that from time to time holds Stadium Naming Rights with respect to the Stadium through an agreement with StadCo.

“Stadium Rights” shall have the meaning set forth in Section 3.2 of this Agreement.

“Stadium Site” shall have the meaning set forth in the Recitals of this Agreement.

“State” shall mean the State of Tennessee.

“Team” shall mean the National Football League franchise currently known as the Tennessee Titans.

“Team Events” shall mean events at the Stadium, in addition to Team Games, that are related to the football operations of the Team or the marketing or promotion of the Team.

“Team Games” shall mean each pre-season, regular season and play-off NFL game of the Team in which the Team is designated by the NFL as the “home” team, excluding any Super Bowl, even if held at the Stadium.

“TeamCo” shall mean Tennessee Football, LLC, a Delaware limited liability company.

“TPAC” shall mean Tennessee Performing Arts Center Management Corporation, a Tennessee non-profit corporation.

“TPAC Advertising” shall mean the sale of Off-Premise Advertising to be located in the TPAC Site, whether in form now existing or developed in the future, by TPAC or any business located on any portion of the TPAC Site. For the avoidance of doubt, ordinary course office, retail, restaurant or hotel tenant signage, wayfinding signage, directional signage and other non-revenue producing signage shall not constitute TPAC Advertising so long as such signage is not independently sold as revenue producing inventory.

“TPAC’s Advertising Rights” means the right to display, control, conduct, lease, permit, sell, publish and enter into agreements regarding the display of all TPAC Advertising on any portion of the TPAC Site.

“TPAC Concessions” means, collectively, all food and beverages, including all alcoholic beverages (subject to procurement of all necessary Government Approvals), and TPAC Merchandise sold by TPAC or any business located within the TPAC Site.

“TPAC’s Concession Rights” means the right to market, sell, display, distribute and store TPAC Concessions and to conduct catering and banquet sales and service, within the TPAC Site.

“TPAC’s Data Rights” means the right to collect, use, sell, license, display, publish or otherwise use, names, contact information and other identifiable information with respect to, at, on or within all or any portion of the TPAC Site.

“TPAC’s Hospitality Rights” means the right to market and sell hospitality assets within the TPAC Site, including, without limitation, tickets, experiences, TPAC Concessions and TPAC Merchandise.

“TPAC Development Agreement” shall have the meaning set forth in the Recitals of this Agreement.

“TPAC Ground Lease” shall have the meaning set forth in the Recitals of this Agreement.

“TPAC Merchandise” means souvenirs, apparel, publications, retail goods, other merchandise and other non-edible items, goods, equipment (including mechanical, electrical or computerized amusement devices) and wares sold by TPAC or any business located within the TPAC Site.

“TPAC Representative(s)” shall have the meaning set forth in Section 2.3 of this Agreement.

“TPAC Site” shall have the meaning set forth in the Recitals of this Agreement.

“TSU” shall mean Tennessee State University.

“TSU Games” shall mean TSU football games played at the Stadium pursuant to the TSU Lease.

“TSU Lease” shall mean the lease agreement between StadCo and TSU establishing certain rights with respect to TSU’s use of the Stadium.

RULES AS TO USAGE

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.

2. “Include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.

3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

4. Any agreement, instrument or Applicable Law defined or referred to above means such agreement or instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

5. References to a Person are also to its permitted successors and assigns.

6. Any term defined above by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.

7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix are to exhibits or appendices attached to such instrument or agreement.

8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships, and associations of every kind and character.

9. References to any gender include, unless the context otherwise requires, references to all genders.

10. “Shall” and “will” have equal force and effect.

11. Unless otherwise specified, all references to a specific time of day shall be based upon Central Standard Time or Central Daylight Savings Time, as applicable on the date in question in Nashville, Tennessee.

12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

EXHIBIT B

CAMPUS

Parcel Numbers

09302006800
08215003000
09303002200
09302008700
09303006600
09303017400
09303015300
09307001000
09303017100
09303011500
09307004600
09307005100

Such parcels being lots 2, 3, 4, 5, 8, 9, 10, 11, and 12 on the Phase Two Subdivision Plat, Tennessee NFL Stadium, East Bank Redevelopment Plan, of record in Book 9700, Pages 986 and 987, R.O.D.C., and lots 13 and 14A on the Unified Plat of Subdivision of Lots 6, 13 & 14 of the Phase Two Subdivision Plat, Tennessee NFL Stadium, East Bank Redevelopment Plan, of record at Instrument No. 20100929-0077565, R.O.D.C., and lot 15 on the Resubdivision to Phase 2 Lot 15, Tennessee NFL Stadium, East Bank Redevelopment Plan, of record at Instrument No. 20100924-0076276, R.O.D.C., and further having been conveyed to Metro by deed of record at Instrument No. 20230901-0068581, R.O.D.C.

EXHIBIT C
STADIUM SITE



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

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

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

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

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

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

EXHIBIT D

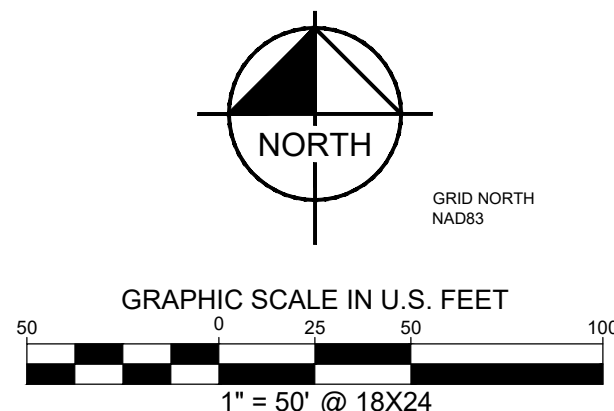
EXISTING STADIUM SITE

That certain parcel of real property located at 1 Titans Way, Nashville, Tennessee 37213, bounded on the north by Russell Street, on the east by Second Street, on the south by Victory Avenue and on the west by Titans Way, consisting of approximately 32 acres.

EXHIBIT E

TPAC SITE

(Depicted on the Attached as Lot E)



REVIEW EXHIBIT
LOT E AND E-1

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

PLAT BOOK 9700 PAGE 986 & 987

PARCEL ID: 0930301150

20 VICTORY AVENUE

20 VICTORY AVENUE
HIVILLE DAVIDSON COUNTY

CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Kimley»»Horn

10 Lea Ave Suite 400
Nashville, Tennessee 37210

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1							
No.	DATE	REVISION DESCRIPTION	Drawn by	Checked by	Date	Project No.	Sheet No.
			KJM	SCB	Nov. 18, 2025	118735000	Exhibit-1 of 1