

NON-RELOCATION AGREEMENT

By and among

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

and

**TENNESSEE FOOTBALL, LLC,
A Delaware limited liability company**

_____, 2023

TABLE OF CONTENTS

	<u>Page</u>
1. <u>Recitals and Definitions</u>	3
2. <u>Team Games to be Played at Stadium</u>	8
3. <u>Maintenance of the Team and the Franchise</u>	9
4. <u>Transfer of Team or Franchise</u>	10
5. <u>Specific Performance; Liquidated Damages</u>	10
6. <u>All Remedies</u>	13
7. <u>Termination of Agreement</u>	14
8. <u>Irrevocable Nature</u>	14
9. <u>Miscellaneous</u>	14

NON-RELOCATION AGREEMENT

THIS NON-RELOCATION AGREEMENT (this “Agreement”) is entered into as of [_____] , 2023, by and among THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the “Authority”) having an office and principal place of business at Lindsley Hall, 730 Ronald Reagan Way, Suite 103, P.O. Box 196300108 Nashville, Tennessee 37219, TENNESSEE FOOTBALL, LLC, a Delaware limited liability company having an office and principal place of business at St. Thomas Sports Park, 460 Great Circle Road, Nashville, Tennessee 37228 (the “Titans”). The Authority and the Titans are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, the Authority is the owner of an approximately 15-acre parcel of real property situated in the Nashville, Davidson County, Tennessee, which parcel shall be used for the development and construction of a new football stadium and related amenities (the “Stadium”); and

WHEREAS, pursuant to its rights as a National Football League (together with any successor league, the “NFL”) franchisee, the Titans own the “Tennessee Titans” professional football team (the “Team”); and

WHEREAS, contemporaneously with the execution of this Agreement, (i) Tennessee Stadium, LLC, a Delaware limited liability company (“StadCo”), an Affiliate (as defined below) of the Titans by virtue of the common ownership of StadCo and the Titans by Tennessee Football Holdings, LLC, a Delaware limited liability company (“HoldCo”), and the Authority have entered into, among other things, (a) a Development and Funding Agreement (the “Development Agreement”) with respect to, among other things, (1) the design, development and construction by StadCo of a new state-of-the-art professional football stadium (the “Stadium”) and (2) the funds that each of StadCo and the Authority will be required to contribute toward the cost of the Stadium and the cost of the demolition of an existing professional football stadium known as Nissan Stadium (the “Existing Stadium”) and (b) a Stadium Lease Agreement with respect to the Team’s use of the Stadium to play its Team Games (the “Stadium Lease”); (ii) StadCo, the Authority and The Metropolitan Government of Nashville and Davidson County (the “Metropolitan Government”) have entered into a Site Coordination Agreement (the “SCA”) regarding, among other things, (1) coordination of construction with operations at the Existing Stadium while the Stadium is under construction, and with operations at the Stadium thereafter, (2) parking (both during construction of the Stadium and thereafter during its term), and (3) activation of sites adjacent to the Stadium (but not part of the Stadium project or governed by the Stadium Lease); (iii) the Authority and the Titans have entered into a Guaranty Agreement (the “Team Guaranty”), pursuant to which the Titans will guarantee to the Authority all of StadCo’s obligations under the Project Documents; and (iv) the Authority, the State of Tennessee (the “State”) and StadCo, among others, have entered into a Construction Funds Trust Agreement (the “Construction Funds Trust Agreement”) with respect to the deposit and investment of the funds to be contributed by each of the Authority, the State and StadCo for the payment of Project Costs; and

WHEREAS, the Authority, StadCo and the Titans have determined that the Team, by playing its Team Games at the Stadium and otherwise being associated with the City of Nashville and Davidson County, encourages and fosters economic development and prosperity for the citizens of the City of Nashville and Davidson County, enhances the image of the City of Nashville and Davidson County and provides recreational and other opportunities for the citizens of the City of Nashville and Davidson County; and

WHEREAS, the citizens of the City of Nashville and Davidson County have supported and enjoyed the Team since its move to the City of Nashville and Davidson County in 1998 such that the Team has become an integral part of the City of Nashville and Davidson County; and

WHEREAS, the City of Nashville and Davidson County have benefited from the presence of the Team at the Existing Stadium through, among other things, receipt of sales taxes from patrons of the Titans, increased tourism and related revenues and national reputational impacts from the presence of an NFL franchise; and

WHEREAS, the Parties hereto desire that the Team continue to play its Team Games at the Existing Stadium until the Stadium is constructed; and

WHEREAS, the Parties hereto and StadCo desire to develop, construct and lease the Stadium for use by StadCo and the Titans pursuant to the Development Agreement and the Stadium Lease; and

WHEREAS, as a material inducement for the Authority to enter into the Stadium Lease, the Development Agreement, the SCA and the Construction Funds Trust Agreement and for the Authority and the State to provide financial and other support for the development of the Stadium, the Titans have agreed to enter into this Agreement upon the terms and conditions as set forth herein; and

WHEREAS, the Authority has committed to invest and cause to be invested a substantial amount of funds and other resources for the development and construction of the Stadium and the Authority would not do so without assurances from the Titans that the Team will play substantially all of its Team Games at the Stadium upon the terms and conditions as set forth herein; and

WHEREAS, the development and construction of the Stadium will provide significant economic benefits to the City of Nashville, Davidson County, and the State and their residents and businesses.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Titans, intending to be legally bound, hereby agree as follows:

1. Recitals and Definitions. The Recitals set forth above are true and correct in all respects and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings set forth below or, if not defined below, in the Stadium Lease:

(a) **Affiliate**: 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 possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person; provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of the Titans, HoldCo, StadCo or the Team.

(b) **Alternate Site**: (i) To the extent available, a facility located within the geographic area of the Metropolitan Government and that meets NFL criteria; (ii) if no such facility is available within the geographic area of the Metropolitan Government, a facility located within the State and that meets NFL criteria; and (iii) if no such facility is available in the State, a facility located outside the State and that meets NFL criteria; provided, however, that the use of any such facility shall be subject to the prior approval of the NFL, in its sole and absolute discretion.

(c) **Americans with Disabilities Act**: The Americans with Disabilities Act of 1990, Pub. L. No. 101-336, § 2, 104 Stat. 328 (1991), as amended, supplemented and replaced from time to time.

(d) **Applicable Law**: Any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, award, permit, license, authorization, or requirement of any court, board, agency, commission, office, division, subdivision, department, body, authority of the United States, the State, or Metropolitan Government (including, without limitation, the Americans with Disabilities Act and Environmental Law).

(e) **Construction Defect**: Any deficiency in the construction of the Stadium, including, without limitation, due to the use of defective materials, products, or components in the construction; a violation of any laws or codes applicable to the construction; a failure of the Stadium to comply with any government approvals; or a failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

(f) **Design Defect**: Any deficiency in the design of the Stadium or in any component of Stadium that prevents the Stadium’s or such component’s use for its intended purpose, including, but not limited to, any errors, omissions or deficiencies in the Stadium Plans for the Stadium (as defined in the Development Agreement).

(g) **Environmental Law**: All Applicable Laws, including any consent decrees, settlement agreements, judgments or orders, issued by or entered into with a Governmental Authority pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment; (c) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of any Hazardous Substances; or (d) the protection of endangered or threatened species.

(h) **Force Majeure**: The occurrence of any of the following, for the period of time, if any, that the performance of a Party’s material obligations under this Agreement is actually, materially, and reasonably delayed or prevented thereby: any acts of God; acts of the public enemy;

the confiscation or seizure by any Governmental Authority; insurrections; wars or war-like action (whether actual and pending or expected); arrests or other restraints of a Governmental Authority (civil or military); blockades; embargoes; strikes, labor unrest, labor disputes or unavailability of labor or materials (any of which are not caused by a Party's work force); lock-outs (not caused or implemented by a Party); epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by arbitration actions and other proceedings under this Lease; civil disturbance or disobedience; riot; sabotage; terrorism, threats of sabotage or terrorism; or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the gross negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. Notwithstanding the foregoing, "Force Majeure" shall not include any Party's financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner.

(i) **Franchise**: The franchise granted by the NFL to the Titans pursuant to which the Titans own and operate an NFL Team (as defined below).

(j) **Governmental Authority**: Any federal, state, county, city, local or other governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Law or by agreement of the Parties with an interest in such dispute.

(k) **Hazardous Substances**: (a) Any substance, emission or material including asbestos, now or hereafter defined as, listed as or specified in an Applicable Law as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind or (b) any products or substances containing petroleum, asbestos, or polychlorinated biphenyls.

(l) **Lease Year**: The period commencing on the Commencement Date (as defined in the Stadium Lease) and ending on the next occurring March 31 and each April 1 through March 31 thereafter during the Stadium Lease Term (as defined below).

(m) **NFL Labor Dispute**: Any of the following that results in the NFL canceling the Home Game in question: any owners' lock-out, players', umpires', referees' strike or other NFL labor disputes.

(n) **NFL Management Council**: The association formed by the NFL Teams to act as the representative of such NFL Teams in the conduct of collective bargaining and other player relations activities of mutual interest to such NFL Teams.

(o) **NFL Rules and Regulations**: 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, and including the custom and practice thereunder.

(p) **NFL Season**: A period of time coextensive with the NFL season as established from time to time under the NFL Rules and Regulations (including post-season). NFL Seasons are sometimes herein referred to by the calendar years in which they occur (*e.g.*, "2022-2023 NFL Season").

(q) **NFL Team**: Any existing or future member team of the NFL.

(r) **Non-Relocation Covenants**: The covenants and agreements made by, and obligations imposed on, the Titans pursuant to Sections 2, 3 and 4.

(s) **Non-Relocation Default**: A breach by the Titans of any of the terms, covenants, agreements or obligations of Sections 2, 3 and 4.

(t) **Non-Relocation Term**: The term of this Agreement, beginning on the Commencement Date (as defined in the Stadium Lease) and ending on the earlier of (i) the Stadium Lease Term Expiration Date (as defined below); or (ii) the date on which the Stadium Lease is terminated pursuant to its express terms and conditions.

(u) **Person**: Any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity or organization.

(v) **Post-Season Games**: The total schedule of all playoff, championship and "Super Bowl" football games played by NFL Teams.

(w) **Specified Non-Relocation Default**: A breach by the Titans of any of the terms, covenants, agreements or obligations of Section 3(b) (to the extent compliance with Section 3(b) is not expressly excused by another term of this Agreement or the Stadium Lease).

(x) **Stadium Lease Term Expiration Date**: The earlier of (i) the last day of the Term (as defined in the Stadium Lease), or (ii) the date on which the Stadium Lease is terminated pursuant to the express terms and conditions of the Stadium Lease.

(y) **Stadium Lease Term:** The term of the Stadium Lease, beginning on the Commencement Date and ending on the Stadium Lease Term Expiration Date.

(z) **Team Games:** 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.

(aa) **Untenantable Condition:** The existence of any one of the following conditions as a result of any Casualty (as defined in the Stadium Lease), Condemnation Action (as defined in the Stadium Lease), Force Majeure, Construction Defect or Design Defect, but only to the extent that such condition is not the direct proximate result of StadCo’s failure to perform its obligations as required under the Development Agreement and the Stadium Lease: (i) the condition of the Stadium is such that a Team Game could not be held or reasonably be foreseen to be held at the Stadium in accordance with the NFL Rules and Regulations or Applicable Law; (ii) the playing field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or (iii) any condemnation or similar action is undertaken by a Governmental Authority that results in the NFL requiring the Team to play its Team Games at a facility other than the Stadium.

2. Team Games to be Played at Stadium.

(a) **Playing of Team Games.** Subject to Section 2(b) below, and except as otherwise permitted hereunder and by the Stadium Lease, (i) the Team shall play, and the Titans covenant and agree to cause the Team to play, all of its Team Games in the Stadium at all times during the Non-Relocation Term, and (ii) the Titans covenant and agree not to attempt to cause the playing of Team Games at a location other than the Stadium at any time during the Non-Relocation Term, unless the Authority shall have given prior written consent to the playing of any Team Game at a different location or locations, which consent shall be within the sole and absolute discretion of the Authority. Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, without first obtaining the Authority’s consent, one (1) Team Game (excluding Post-Season Games) outside the Stadium that is scheduled by the NFL pursuant to a league-wide program, initiative or series or NFL Rules and Regulations during each NFL Season; provided, however, that such exempt Team Game outside the Stadium during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season. For the avoidance of doubt, notwithstanding the foregoing, any (i) Super Bowl or (ii) Post-Season Game moved to a neutral site because of Force Majeure may be played outside the Stadium.

(b) **Untenantable Condition.** Notwithstanding the provisions of Section 2(a) above, if, during the Non-Relocation Term, an Untenantable Condition exists, then the Titans shall first attempt to reschedule the affected Team Game(s) at the Stadium to a date or dates satisfactory to the Titans and the NFL. If the Titans are unable to reschedule the affected Team Game(s) at the Stadium, then the Titans shall be entitled to cause the Team to play any affected Team Game or Team Games at an Alternate Site during the period in which such Untenantable Condition exists and continues to exist; provided that the Titans shall use good faith efforts first to identify a facility constituting an Alternate Site that is located within the geographic area of the Metropolitan Government and, failing that, within the State (it being agreed that in no event shall the Titans’ obligation to use such good faith efforts require the Titans, StadCo or the Team to take any action

in connection with locating any such facility that would cause the Titans, StadCo or the Team to suffer any material economic or scheduling disadvantage as a result thereof); and provided, further, that the Titans shall promptly notify the Authority of the existence of such Untenantable Condition, and within a reasonable amount of time thereafter, shall furnish written notice identifying (to the extent that such information is known by the Titans): (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Team Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site, and (iv) the length of any contractual commitment made by the Titans to cause the Team to play its Team Games at the Alternate Site. Without limiting the foregoing, upon the occurrence and during the continuance of any Untenantable Condition, the Titans shall, except in the event of a taking that results in the appropriation of title to the whole or substantially all of the Stadium as set forth in Section 23.1(a) of the Stadium Lease, (x) use commercially reasonable efforts to (A) mitigate and eliminate such Untenantable Condition as soon as reasonably practicable to the extent within the reasonable control of the Titans and (B) minimize the duration of such Untenantable Condition and any contractual commitment to cause the Team to play its Team Games at an Alternate Site and (y) keep the Authority reasonably apprised of the status of such Untenantable Condition. In no event shall the obligation to use commercially reasonable, diligent, and good faith efforts to mitigate and overcome such Untenantability Condition pursuant to this Section 2(b) require the Titans, the Team or StadCo to perform any obligation of the Authority under the Project Documents.

(c) Cancelled Team Games. In addition, notwithstanding the provisions of Section 2(a) above, the Team shall not be obligated to play any Team Games at the Stadium that have been cancelled and not rescheduled by the NFL.

3. Maintenance of the Team and the Franchise.

(a) During the Non-Relocation Term, the Titans shall: (i) keep and maintain the Team as a validly existing and participating NFL Team in good standing under NFL Rules and Regulations; (ii) keep and maintain the Franchise as a validly existing NFL franchise under NFL Rules and Regulations; (iii) except as otherwise provided in Section 2 above and/or in the Stadium Lease, keep and maintain the Stadium as the facility designated to and by the NFL as the home facility for the Team; and (iv) maintain, for a term beginning on the Commencement Date (as defined in the Stadium Lease) and ending on the twentieth (20th) anniversary thereof (or on the earlier termination or expiration of the Stadium Lease), the Team's headquarters and practice facilities within the geographic area of the Metropolitan Government.

(b) Subject to the provisions of Section 2 above, except as otherwise set forth herein, during the Non-Relocation Term, the Titans shall not: (i) apply to the NFL for, or otherwise seek, NFL approval to allow the Team to play any Team Games during the Non-Relocation Term anywhere other than the Stadium; (ii) relocate, transfer or otherwise move the Team to a location other than the Stadium; (iii) enter into any contract or agreement to sell, assign or otherwise transfer the Team to any Person who, to the Titans' knowledge, intends to relocate, transfer or otherwise move the Team during the Non-Relocation Term to a location other than the Stadium; (iv)(A) entertain any offer or proposal to relocate the Team to a location other than the Stadium, (B) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team to a location other than the Stadium, or (C) enter into negotiations or agreements with third

parties concerning the relocation of the Team to a location other than the Stadium, except in the case of this clause (iv), solely (x) during the last five (5) years of the Non-Relocation Term and (y) to the extent that the relocation or other action described in such clause would first take effect after the Non-Relocation Term; or (v) complete a transfer, assignment or surrender of the Franchise that results in the Team no longer playing any Team Games.

4. Transfer of Team or Franchise. The Titans shall have the right, at their sole election and at any time or from time to time, to assign, sell or otherwise transfer, or grant or place a Lien upon, in whole or in part, the Team or the Franchise and/or any ownership rights therein, to any Person (a “Successor Owner”), without the prior written approval of the Authority, solely if such assignment, sale or transfer, or grant or placement of a Lien, is conditioned on such Successor Owner (a) being approved by the NFL in accordance with the NFL Rules and Regulations as an owner of the Franchise or the holder of a Lien thereon and (b) to the extent any such Successor Owner, as the successor to the Titans, thereafter Controls the Franchise, whether (i) pursuant to any such assignment, sale or transfer or (ii) pursuant to any foreclosure or other action against any such Lien, being required to execute and deliver to the Authority an assignment and assumption agreement substantially in the form attached hereto as Exhibit A (or such other agreement in form and substance reasonably satisfactory to the Authority) whereby such Successor Owner assumes full responsibility for the performance of all of the obligations of the Titans under the Project Documents (as defined in the Stadium Lease) (including, without limitation, under the Non-Relocation Covenants) arising on and after the date of such assignment, sale, transfer or foreclosure. Subject to satisfaction of the conditions precedent specified in clause (b) above, the Titans shall be relieved from any obligations arising under this Non-Relocation Agreement after the date any such assignment and assumption agreement is executed and delivered to the Authority.

5. Specific Performance; Liquidated Damages.

(a) The Parties acknowledge that: (i) the Titans’ obligations under the Non-Relocation Covenants are unique, are the essence of the bargain and are essential consideration for this Agreement and the other agreements being entered into by the Parties as related to the construction and development of the Stadium; (ii) the Team, as property, is extraordinary and unique and that under the organization of professional football by and through the NFL, the Authority may not be able to replace the Team; and (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the State, the Authority, the City of Nashville, Davidson County, and the Central Tennessee community would be difficult, if not impossible, to ascertain. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against the Titans, and that equitable relief by way of a decree of specific performance or an injunction (such as a prohibitory injunction barring the Titans from relocating or playing Team Games in a facility other than the Stadium or a mandatory injunction requiring the Titans to play Team Games at the Stadium) is the only appropriate remedy for the enforcement of this Agreement notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5. In amplification and not in limitation of the foregoing, the Authority acknowledges and agrees that, in the event of a Non-Relocation Default, or the threat of a Non-Relocation Default, the Authority shall first seek, and the Titans acknowledge that the Authority should be entitled to, equitable relief before attempting to avail itself of the liquidated damages provisions set forth in Section 5(b), provided that equitable relief

is a remedy available and enforceable at the time of the Non-Relocation Default. Additionally, based on the foregoing, the Titans hereby agree as follows:

(i) Provided that the Authority has not terminated the Stadium Lease and has not terminated StadCo's right of possession of the Stadium under the Stadium Lease, and has not recovered liquidated damages pursuant to Section 5(b) below, the Authority shall be entitled to seek and obtain injunctive or declaratory relief prohibiting action by the Titans, directly or indirectly, that causes a Non-Relocation Default, or mandating action that averts a Non-Relocation Default, or enforcing the Non-Relocation Covenants through specific performance.

(ii) That obligations are being incurred to make the Stadium available for Team Games during the Stadium Lease Term and that any Non-Relocation Default shall constitute irreparable harm to the Authority for which monetary damages or other remedies at law will not be an adequate remedy.

(iii) That the rights of the Authority to injunctive relief as a result of a Non-Relocation Default, as set forth in this Section 5 and otherwise allowed under Applicable Law, shall not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code, as it may be amended from time to time, or any substitute therefor, and shall not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency proceeding involving the Titans, and that this Agreement is not an "executory contract" as contemplated by Section 365 of the United States Bankruptcy Code.

(iv) That in any proceeding seeking relief for a Non-Relocation Default, any requirement for the Authority to post any bond or other security or collateral as a condition of any relief sought or granted is hereby waived.

(b) The Titans acknowledge and agree that, if, solely upon the occurrence of a Specified Non-Relocation Default, including any such default arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, equitable relief pursuant to Section 5(a) above is not granted to the Authority by a court of competent jurisdiction for any reason, the payment of liquidated damages as provided and agreed to by the Parties herein is the next most appropriate remedy. Therefore, the Parties agree that in the event of a Specified Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5(a), the Authority will be entitled to recover from the Titans or, if applicable, any Successor Owner pursuant to Section 4 herein, as liquidated damages, the applicable sum set forth in the chart below, which shall be payable within thirty (30) days after demand therefor following denial of the requested equitable relief by the applicable court:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Liquidated Damages (equal to the sum of the amounts calculated, as of the date of the Specified Non-Relocation Default, pursuant to Columns A, B and C below)		
<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
<p>The sum of:</p> <p>(i) any amounts theretofore paid from the Maintenance and Repairs Fund (as defined in and contemplated by the Stadium Lease) toward the maintenance of the Stadium, net of any remaining balance then on deposit in the Maintenance and Repairs Fund; <u>plus</u></p> <p>(ii) any amounts theretofore paid from the Capital Repairs Reserve Fund (as defined in and contemplated by the Stadium Lease) toward the capital maintenance of the Stadium and allocable to the deposit of Stadium Sales Tax Revenues, Hotel Tax Revenues or Development Sales Tax Revenues (as defined in and contemplated by the Stadium Lease) thereto, net of any remaining balance then on deposit in the Capital Repairs Reserve Fund; <u>plus</u></p> <p>(iii) any amounts theretofore paid from the Eligible Projects Fund (as defined in and contemplated by the Stadium Lease) toward the capital maintenance of Eligible Projects and allocable to the deposit of Development Sales Tax Revenues thereto, net of any remaining balance then on deposit in the Eligible Projects Fund,</p> <p>which sum shall be reduced by 6.25% on the first day of the fifteenth (15th) Lease Year and on the first day of each Lease Year thereafter, until reduced to zero on the first day of the thirtieth (30th) Lease Year.</p>	<p>The sum of:</p> <p>(i) the Authority Contribution Amount (as defined in the Development Agreement); <u>plus</u></p> <p>(ii) the State Contribution Amount (as defined in the Development Agreement),</p> <p>which sum shall be reduced by 5% on the first day of the eleventh (11th) Lease Year and on the first day of each Lease Year thereafter, until reduced to zero on the first day of the thirtieth (30th) Lease Year.</p>	<p>The sum of:</p> <p>reasonable costs actually incurred during the Initial Term for demolition of the Stadium and leveling with clean fill in the event of a Specified Non-Relocation Default</p>

(c) In no event may the Authority seek or obtain such liquidated damages, or any portion thereof, if the actions taken by the Titans causing a Specified Non-Relocation Default occur after the expiration of the Non-Relocation Term. It is specifically contemplated by the Parties that if the Non-Relocation Term expires, this Agreement and the Non-Relocation Covenants herein shall be terminated as of the Stadium Lease Term Expiration Date without affecting any obligation, for liquidated damages or otherwise, arising from any Non-Relocation Default which occurred prior to such Stadium Lease Term Expiration Date.

(d) In determining the amount of liquidated damages provided for in Section 5(b), it is acknowledged and agreed that the Parties have exercised great care to make a reasonable forecast of direct damages allowable by law that may arise from the breach of this Agreement by the Titans, taking into due consideration: (i) the loss of taxes attributable to Team operations; (ii) the extraordinary involvement, covenants and expense of the public in securing the Team's commitment to play the Team Games at the Stadium for the Non-Relocation Term; (iii) the

consequent reduction in value of the Stadium arising from the absence of the Team; (iv) the substantial economic benefit conferred upon the Team through the Stadium Lease intended to assure that the Team will play its Team Games in the Stadium for the Non-Relocation Term as and to the extent required hereby; (v) the detrimental effects of a breach on the Authority, the Metropolitan Government and the State; (vi) the loss of revenues to the Authority, the Metropolitan Government and the State; and (vii) the amount contributed by the Authority and the State to the development, construction and maintenance of the Stadium, including any debt incurred and any amounts deposited to the Capital Repairs Reserve Fund and the Maintenance and Repairs Fund (each as defined in the Stadium Lease), whether cash capital or otherwise. The Parties acknowledge that the reasonable forecast of direct damages provided in Section 5(b) is not an exact measure of actual damages, as such an exact measure would be infeasible to estimate or forecast with precision.

(e) If, upon a Specified Non-Relocation Default, equitable relief fashioned to require the Team to play Team Games in the Stadium is denied by a court of competent jurisdiction for any reason, the Titans, for themselves and their successors, assigns and Affiliates, hereby waive any right, arising hereunder, at law, in equity or otherwise, to object to or otherwise challenge the validity, appropriateness or legitimacy of liquidated damages as the remedy for such Specified Non-Relocation Default. In the event the Authority is awarded the above-referenced liquidated damages, the Authority hereby waives any right under this Agreement to collect, seek or claim any additional monetary damages, including any lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary or punitive damages.

(f) Notwithstanding anything to the contrary set forth herein, the Authority specifically consents to and agrees that it shall not be permitted to enforce the provisions of this Agreement against the Titans, including, without limitation, the equitable remedies or liquidated damages provisions set forth in Section 5(a) or Section 5(b), except with respect to conduct engaged in by the Titans prior to the Stadium Lease Term Expiration Date constituting or resulting in a Non-Relocation Default or Specified Non-Relocation Default, as applicable.

(g) Notwithstanding anything contained in this Agreement or the Stadium Lease to the contrary, (i) if the Authority elects to terminate the Stadium Lease or StadCo's right to occupancy of the Stadium (and the Team Sublease is also terminated), no party shall be entitled to seek or obtain injunctive relief or any other relief against the Titans (in the form of damages (including liquidated damages) or otherwise) under this Agreement, or otherwise obtain remedies in respect of a Non-Relocation Default or Specified Non-Relocation Default, as applicable, and (ii) if the Authority obtains injunctive relief under this Agreement, the Authority shall not be entitled to terminate the Stadium Lease or StadCo's right to occupancy of the Stadium. StadCo shall be a third-party beneficiary of the provisions of clause (ii) above.

6. All Remedies. If, upon a Non-Relocation Default, the equitable remedies and liquidated damages provided for in Section 5 are unavailable for any reason, the Authority shall be entitled to pursue all other legal and equitable remedies against the Titans, whether or not such other remedies are specifically set forth in this Agreement; provided, however, that any damages or money judgment obtained in any such legal or equitable proceedings shall not exceed the amount of liquidated damages that the Authority would have been entitled to receive pursuant to Section 5(b) herein but for such unavailability. Except as expressly set forth in this Agreement,

all legal and equitable remedies of the Parties are cumulative and may be exercised concurrently, successively, or in any order. Nothing in this Section 6 shall be read or interpreted to negate, forgo, or waive the Authority's rights to obtain equitable relief or liquidated damages as set forth in Section 5 of this Agreement.

7. Termination of Agreement. This Agreement shall terminate upon the earlier of (i) the expiration or termination of the Non-Relocation Term, (ii) the mutual agreement of the Parties or (iii) the payment of liquidated damages in accordance with the provisions of Section 5(b) if such liquidated damages are available as a remedy and are sought by the Authority; provided, however, that no such termination or cancellation shall relieve the Titans of any obligation for liquidated damages or other damages arising or accruing pursuant to this Agreement prior to the effective date of such termination.

8. Irrevocable Nature. During the Non-Relocation Term, the Non-Relocation Covenants are absolute, irrevocable, and unconditional obligations of the Titans and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that the Titans may have to the performance thereof, except as expressly provided herein. The terms of this Section 8 shall expressly survive any termination of this Agreement.

9. Miscellaneous.

(a) No Construction Against Drafting Party. The Parties acknowledge that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and shall be deemed properly given via (i) registered or certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight courier, (iii) if delivered personally (or by bonded courier), or (iv) email, to the address designated for the recipient. Notice shall be effective on the date of receipt of the notice by the Party being notified; provided, however, email notices shall be effective on the date of email delivery, if delivered prior to 5:00 p.m. (in the time zone of delivery) on a Business Day (otherwise on the next Business Day) addressed to the Party for whom it is intended at its address as set forth in Schedule 9(b) attached hereto, provided that any email notice also is sent on the same day via one of the other delivery methods permitted pursuant to this subparagraph (b). Any Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

(c) Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding. Without limiting the generality of the foregoing, the covenant of the Titans in Section 2(a) is separate and independent from each other covenant contained herein.

(d) Written Amendment Required. No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party, whether or not relied or acted upon, and no usage of trade, whether or not

relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless (i) made in writing, and (ii) duly executed by the duly authorized representatives of the Parties. Any amendment to this Agreement shall require the approval of the NFL and shall be null and void unless such approval is obtained in advance. Notwithstanding anything to the contrary herein, the Parties hereby designate the NFL as a third-party beneficiary of this Section 9(d) with the right to enforce the same.

(e) Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. To the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) Captions; Interpretation. The captions of the various articles and sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such articles or sections. Where specific language is used to clarify by example a general statement contained herein (such as by using the word “including”), such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The words “include”, “including” and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed, in each case, by the words “without limitation.” The words “herein”, “hereto” and “hereby” and other words of similar import in this Agreement shall be deemed, in each case, to refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Any reference herein to “dollars” or “\$” shall mean United States dollars. The words “as of the date of this Agreement”, “as of the date hereof” and words of similar import shall be deemed in each case to refer to the date this Agreement was first signed. The term “or” shall be deemed to mean “and/or”. Any reference to any particular Applicable Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified and any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(g) Governing Law; Jurisdiction and Venue.

(i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Tennessee, without giving effect to conflict of laws provisions.

(ii) The Parties agree that this Agreement is executed in and is to be performed in the State of Tennessee, and that all provisions of this Agreement and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Agreement shall be litigated exclusively in the federal or state courts sitting in Davidson County, Tennessee. The Parties hereby consent to in personam jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the

convenience of forum or the jurisdiction of such courts. Each Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in accordance with Section 9(b). Each Party agrees not to institute suit arising out of this Agreement against any other Party in a court in any jurisdiction, except as stated above, without the consent of such other Party. Each Party agrees that a true, correct and complete copy of this Agreement kept in the Authority's or the Titans' course of business may be admitted into evidence as an original.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns. This Section 9(h) shall not affect or reduce the obligations of the Titans under Section 4.

(i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all of the non-assigning Parties; provided, however, that (a) the Authority may assign this Agreement (an "Authority Transfer") in connection with an assignment of its obligations under the Stadium Lease, to the extent permitted under Section 25.1(d) of the Stadium Lease, provided that such assignee assumes full responsibility for the performance of all of the obligations of the Authority under this Agreement and the Stadium Lease; and (b) subject to Section 4 above, the Titans shall have the right to assign, sell or transfer, in whole or in part, the Team (or the Team's rights under the Franchise) to a Successor Owner upon the approval of the NFL of such assignment, sale or transfer in accordance with applicable NFL Rules and Regulations. No Authority Transfer shall relieve the Authority from any of its obligations under this Agreement except that the Authority shall be relieved from any obligations arising under this Agreement on and after the date of an Authority Transfer if, and only if, (i) the Titans approve of such Authority Transfer or (ii) the Titans' approval of such Authority Transfer is not required pursuant to this Section.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other Party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.

(k) Applicable Standard. Any approval, consent, decision or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness) is provided for explicitly.

(l) Authority. The Titans and the Authority each represent and warrant that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement constitutes the legal, valid and binding obligations of such Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such Party.

(m) Third-Party Beneficiaries. The Metropolitan Government is an intended third-party beneficiary of this Agreement with the right of direct enforcement of the following provisions: Sections 4 and 5(a); and the NFL is an intended third-party beneficiary of this Agreement with the right of direct enforcement of the following provision: Section 9(d). Except as otherwise provided in Section 5(g) above, no other party is a third-party beneficiary hereof and, except as set forth in Section 5(g) and this Section 9(m), no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or any other right.

(n) Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement (except as provided in Section 9(m) above), whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Non-Relocation Agreement as of the date and year first above written.

**THE SPORTS AUTHORITY OR THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, as
the Authority**

By: _____
Cathy Bender
Chair

Attest: _____
Emmett Wynn
Secretary/Treasurer

[Signatures continue on following page]

TENNESSEE FOOTBALL, LLC

By: _____

Name: _____

Title: _____

Exhibit A
Form of Assignment and Assumption Agreement

EAST\200961726.3

ACTIVE 684074813v13

SCHEDULE 9(b)

To the Authority:

Executive Director
Lindsley Hall
730 Ronald Reagan Way
Suite #103
PO Box 196300
Nashville, Tennessee 37219

with a copy at the same time and in the same manner to:

Director of Law
Metropolitan Department of Law
108 Metropolitan Court House
PO Box 196300
Nashville, Tennessee 37219

Greenberg Traurig, LLP
1000 Louisiana Street
Suite 6700
Houston, Texas 77002
Attention: Denis C. Braham
Telephone: (713) 374-3530
Email: Denis.Braham@gtlaw.com

To the Titans:

Tennessee Titans
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
Attention: President / CEO

with a copy at the same time and in the same manner to:

Tennessee Titans
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
Attention: Chief Operating Officer