

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

§ _____*
**FEDERALLY TAXABLE PUBLIC FACILITY REVENUE REFUNDING BONDS
(EAST BANK STADIUM PROJECT), SERIES 2021A**

BOND PURCHASE AGREEMENT

_____, 2021

The Sports Authority of The Metropolitan
Government of Nashville and
Davidson County
Attention: Cathy Bender, Chair
730 2nd Avenue South, Suite 103
Nashville, Tennessee 37210

Ladies and Gentlemen:

This is to confirm the agreement by and among The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the “Authority” or the “Issuer”) and FHN Financial Capital Markets (the “Representative”), on behalf of itself, Fifth Third Securities, Inc. and Drexel Hamilton, LLC (collectively, the “Underwriters”), concerning the sale by the Authority and the purchase by the Underwriters of the Authority’s \$[_____] Federally Taxable Public Facility Revenue Refunding Bonds (East Bank Stadium Project), Series 2021A (the “Series 2021A Bonds”), dated, maturing, bearing interest at rates and subject to redemption as set forth in Exhibit A herein. This offer is made subject to acceptance by the Authority prior to 5:00 p.m. CDT, on the date hereof. If this offer is not so accepted by the date and time provided, it is subject to withdrawal by the Underwriters upon notice to the Authority at any time prior to acceptance. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Indenture or Official Statement referred to below.

1. Purpose of Financing, Authorization and Security.

The Series 2021A Bonds will be issued under and secured pursuant to the terms of a Trust Indenture, dated as of July 1, 1996 (the “Original Indenture”), by and among the Authority, The Metropolitan Government of Nashville and Davidson County, Tennessee (the “Metropolitan Government”) and Regions Bank, as successor trustee to First American National Bank (the “Trustee”), as amended and supplemented by a First Supplemental Trust Indenture, dated as of October 27, 2004, by and among the Authority, the Metropolitan Government and the Trustee (the “First Supplemental Indenture”); a Second Supplemental Trust Indenture, dated as of January 19, 2012, by and among the Authority, the Metropolitan Government and the Trustee (the “Second Supplemental Indenture”); a Third Supplemental Trust Indenture, dated as of August 20, 2013, by and among the Authority, the Metropolitan Government and the Trustee (the “Third Supplemental Indenture”); and a Fourth Supplemental Trust Indenture, dated as of August 14, 2014, by and among the Authority, the Metropolitan Government and the Trustee (the “Fourth Supplemental Indenture”), as amended and supplemented by a Fifth Supplemental Trust Indenture described herein, to be entered into by and among the Authority, the Metropolitan Government and the Trustee (the “Fifth Supplemental Indenture”) (the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, and the Fourth Supplemental Indenture, collectively, the “Indenture”); and, a

resolution adopted by the Authority on _____, 2021 (the “Resolution”) and under the statutes of the State of Tennessee, including Chapter 67 of Title 7 of the Tennessee Code Annotated, and Chapter 21, Title 9 of the Tennessee Code Annotated, as amended (collectively, the “Act”).

Pursuant to the Indenture, the Series 2021A Bonds will be secured by and payable from a pledge of: (i) all PILOT Payments, (ii) all Project Parking Revenues, (iii) Basic Rent, and (iv) to the extent the foregoing revenues are not sufficient to pay principal of and interest on the Series 2021A Bonds, Non-Tax Revenues of the Metropolitan Government, all on a parity of lien with the Authority’s, to the extent outstanding, Taxable Public Improvement Revenue Bonds, Series 2012A (Stadium Project) (the “Series 2012A Bonds”), Public Improvement Revenue Refunding Bonds, Series 2013B (Taxable) (the “Series 2013B Bonds”), Public Improvement Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) and any parity bonds hereafter issued under the Indenture and, in the case of Non-Tax Revenues only, on parity with the outstanding bonds of the Authority issued pursuant to that certain Trust Indenture, dated as of June 1, 1998, by and among the Authority, the Metropolitan Government and U.S. Bank National Association, as thereafter amended and supplemented (the “Arena Indenture”).

2. Liquidated Damages. If the Authority accepts this offer and if the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2021A Bonds upon tender thereof by the Authority at the Closing as herein provided, the parties hereby agree that the damages to the Authority shall be fixed at one percent (1%) of the aggregate principal amount of the Series 2021A Bonds and, upon such failure of the Underwriters to accept and pay for the Series 2021A Bonds, the Underwriters shall be obligated to pay to the Authority such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters. Upon such payment, the Underwriters shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults. In no event shall the Authority be entitled to damages of any nature other than the liquidated damages herein specified, except that expenses set forth in Section 10 herein shall survive the termination of this Agreement. The Underwriters and the Authority understand that in such event the actual damages of the Authority may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the actual damages of the Authority are less than such sum, and the acceptance of this offer by the Authority shall constitute a waiver of any right the Authority may have to additional damages from the Underwriters.

3. Representative of Underwriters. Any authority, discretion or other power conferred upon the Underwriters under any provision of this Bond Purchase Agreement may be exercised by the Representative. The payment for, acceptance of, and delivery and execution of any receipt for the Series 2021A Bonds and any other instruments upon or in connection with the Closing (defined herein) by the Representative, on behalf of the Underwriters, shall be valid and sufficient for all purposes and binding upon each of the Underwriters, provided that such action by the Representative shall not impose any obligation or liability upon it or any other Underwriter other than as may arise as expressly set forth in this Bond Purchase Agreement.

4. Representations and Warranties of the Authority.

The Authority makes the following representations and warranties all of which shall survive the delivery of the Series 2021A Bonds:

(a) the Preliminary Official Statement (hereinafter defined) was, as of its date, and the Official Statement (hereinafter defined) was, as of its date, is, and at all times subsequent thereto up to and including the Closing Date (defined herein), will be, true and correct in all material respects and contained, presently contains and will at all such times up to and including the Closing Date contain no untrue or misleading statement of a material fact and did not, does not and will not at any such time up to

and including the Closing Date omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. Any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(b) the Authority is an existing public corporation of the State of Tennessee;

(c) the Authority has full right, power and authority under the laws of the State of Tennessee (i) to issue bonds such as the Series 2021A Bonds and (ii) to secure the Series 2021A Bonds in the manner contemplated by the Indenture and the Official Statement;

(d) the Authority has and had, as the case may be, full legal right, power and authority to (i) adopt the Resolution, (ii) enter into the Fifth Supplemental Indenture and the Indenture, (iii) execute and deliver this Bond Purchase Agreement, (iv) issue, sell and deliver the Series 2021A Bonds to the Underwriters as provided in this Bond Purchase Agreement and (v) carry out and consummate all other transactions contemplated by the aforesaid instruments, and the Authority will have complied as of the Closing Date with all provisions of applicable law in all matters relating to such transactions;

(e) the Authority has duly (i) adopted the Resolution and authorized the execution, delivery and performance of the Fifth Supplemental Indenture, this Bond Purchase Agreement and the Series 2021A Bonds, (ii) authorized or ratified the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement, (iii) authorized or ratified the execution and delivery of the Continuing Disclosure Certificate and (iv) authorized the taking of any and all such actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by the aforesaid instruments;

(f) the Resolution constitutes, and the Fifth Supplemental Indenture and this Bond Purchase Agreement when executed and delivered by the parties thereto and hereto will constitute, the legal, valid and binding obligations of the Authority, and the same are enforceable in accordance with their terms;

(g) the Authority has complied, or will at the Closing be in compliance, in all respects, with the Fifth Supplemental Indenture, the Indenture and the Resolution;

(h) when delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2021A Bonds will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the Authority enforceable in accordance with their terms and the terms of the Indenture and Resolution;

(i) at the Closing, all approvals, consents and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2021A Bonds or the execution and delivery of or the performance by the Authority of its obligations under this Bond Purchase Agreement, the Series 2021A Bonds, the Fifth Supplemental Indenture, the Indenture or the Resolution, will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and effect; provided, however, that no representation is made concerning compliance with the securities or Blue Sky laws of the various states;

(j) the adoption by the Authority of the Resolution, and the authorization, execution, delivery and performance of the Fifth Supplemental Indenture, the Indenture, this Bond Purchase

Agreement and the Series 2021A Bonds and any other agreement or instrument to which the Authority is a party and which is used or is to be used or is contemplated for use in consummation of the transactions contemplated hereby or by the Official Statement, and compliance with the provisions of each such agreement or instrument, do not and will not conflict with, or constitute or result in a violation or breach of or a default under, the Constitution of the State of Tennessee, or any existing law, administrative regulation, rule, decree or order, state or federal, or material provision of any agreement, indenture, mortgage, lease, note or other instrument to which the Authority or its properties or any of the officers of the Authority as such is subject, and do not and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the taxes, revenues, property or assets of the Authority or the Metropolitan Government under the terms of the Constitution of the State of Tennessee or any law, instrument or agreement; and the Authority is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Tennessee or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice or both, would constitute a default by the Authority under any such instrument;

(k) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public board or body, other than as described in the Official Statement, pending or, to the best of the Authority's knowledge, threatened, against or affecting the Authority or any of the officers of the Authority in their respective capacities as such (or to the best of the Authority's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the Official Statement or (ii) the validity or enforceability of the Series 2021A Bonds, the Indenture, the Resolution, this Bond Purchase Agreement, or any other agreement or instrument to which the Authority is a party and which is used or is to be used or is contemplated for use in consummation of the transactions contemplated hereby;

(l) other than as disclosed in the Official Statement, the Authority has not been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to any bonds, notes or other indebtedness which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest;

(m) any certificate contemplated herein and signed by the appropriate official of the Authority and delivered to the Underwriters in connection with the issuance or sale of the Series 2021A Bonds shall be deemed to be a representation and warranty by the Authority to the Underwriters as to the statements made therein; and,

(n) the Authority acknowledges and agrees that (i) the purchase and sale of the Series 2021A Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, (ii) in connection therewith and with discussions, undertakings and procedures leading up to the consummation of this transaction, the Underwriters are and have been acting solely as a principal and are not acting as the agent or fiduciary of the Authority, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters) and the Underwriters have no obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the Authority has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2021A Bonds.

The representations and warranties set forth in this Bond Purchase Agreement shall survive the Closing and shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriters and (ii) payment for the Series 2021A Bonds.

5. Official Statement; Offering by the Underwriters.

(a) Prior to the acceptance hereof, the Authority has delivered to the Underwriters copies of the Authority's Preliminary Official Statement dated [_____], 2021, and the Preliminary Official Statement was as of its date "deemed final" by the Authority for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). As soon as possible but in any event no more than seven (7) business days after the time of your acceptance hereof, the Authority shall deliver to the Underwriters (i) the Official Statement of the Authority relating to the Series 2021A Bonds, dated the date hereof, in "designated electronic format" as defined by MSRB Rule G-32 and (ii) as many copies of the Official Statement of the Authority relating to the Series 2021A Bonds, dated the date hereof, as required to permit the Underwriters to comply with the requirements of the Rule (which, together with all appendices thereto and all supplements or amendments thereto which are approved by the Underwriters, is herein called the "Official Statement").

(b) The Authority represents and warrants that, at all times up to and including the Closing Date, the information contained in the Preliminary Official Statement and the Official Statement will be true and correct and the Preliminary Official Statement and the Official Statement will not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading. The Authority authorizes, consents to and ratifies the use of the Preliminary Official Statement (in printed and electronic form) and the Official Statement by the Underwriters in the offering and sale of the Series 2021A Bonds.

(c) The Authority shall take all actions as the Authority shall determine reasonable to (i) provide all information reasonably requested by the Underwriters necessary or desirable to register the Series 2021A Bonds under, or comply with, any state Blue Sky laws, provided that in connection therewith, the Authority shall not be required to file a general consent to service of process in any jurisdiction and (ii) ensure that the Official Statement at all times during the initial offering and distribution of the Series 2021A Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(d) During the period between the date of this Bond Purchase Agreement and including the date which is twenty-five (25) days after the "end of the underwriting period" (as defined below), (i) the Authority shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Representative and (ii) if an event shall occur that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Authority shall notify the Representative and, if in the reasonable opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall, at its own expense, supplement or amend the Official Statement in a form and in a manner approved by the Representative. For purposes of the preceding sentence, the Authority may assume the "end of the underwriting period" (as defined in the Rule) is the Closing, unless the Underwriters notify the Authority in writing prior to the Closing that any Series 2021A Bond remains unsold, in which case the end of the underwriting period shall be deemed to be extended for thirty (30) calendar days from the date of such notice.

(e) If the Official Statement is supplemented or amended pursuant to subsection (d) of this Section 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the Authority will take all steps necessary to ensure that the Official Statement, as supplemented or amended, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) The Authority is currently in compliance with and has not failed to comply in all material respects during the past five (5) years with any continuing disclosure obligation pursuant to the Rule, except as otherwise disclosed in the Official Statement.

6. Issuance, Sale and Purchase of Series 2021A Bonds. On the basis of the representations and warranties contained herein and the other agreements referred to herein and subject to the terms and conditions set forth herein, the Authority agrees to issue and sell to the Underwriters, and the Underwriters agree to purchase from the Authority, the Series 2021A Bonds at a price of \$_____ (which represents \$_____ par amount of Series 2021A Bonds, less \$_____ of Underwriters' discount). All of the Series 2021A Bonds will be purchased by the Underwriters, if any of the Series 2021A Bonds of such issue are purchased.

Having approved the terms of such issuance and sale, the Authority hereby sells the Series 2021A Bonds to the Underwriters, subject to the terms of this Bond Purchase Agreement. The delivery and sale of the Series 2021A Bonds (the "Closing") will be at such place in Nashville, Tennessee, as the Underwriters may designate, at 9:00 a.m., CDT, on [_____], 2021, or at such other time or such other place or on such other date as the Authority and the Underwriters may agree upon (the "Closing Date"). The Underwriters shall pay for the Series 2021A Bonds by wire transfer of federal funds in the amount of the purchase price payable to the order of the Authority.

A single typewritten bond for each maturity of the Series 2021A Bonds shall be delivered by the Authority, duly executed and authenticated, with CUSIP identification numbers thereon, registered in the name of Cede & Co., as nominee of The Depository Trust Company. Bond certificates or replacement Series 2021A Bonds may be delivered as provided in the Indenture.

7. Conditions. The Underwriters' obligations hereunder are subject to:

(a) the accuracy on the Closing Date, as if made as of such date, of all representations and warranties of the Authority contained herein;

(b) the due performance by the Authority of its obligations hereunder;

(c) there being no material change in the condition (financial or otherwise) of the Authority or the Metropolitan Government between the most recent dates as to which information is given in the Official Statement and the Closing Date, other than as reflected in or contemplated by the Official Statement, and there being on the Closing Date no material transactions or obligations (not in the ordinary course of business) entered into by the Authority or the Metropolitan Government subsequent to the date of the Official Statement other than as reflected in or contemplated by the Official Statement; and,

(d) delivery of all documentation required by Section 8.

8. Closing Documentation. There shall be delivered to the Underwriters at Closing the following, all dated the Closing Date and in form and substance reasonably satisfactory to the Underwriters and their counsel:

(a) the Official Statement executed on behalf of the Authority by the duly authorized official(s) or representative(s) thereof;

(b) original duly executed counterparts of the Fifth Supplemental Indenture, in substantially the form attached to the Resolution, and the Indenture;

(c) certified copies of the Resolution of the Authority authorizing the execution and delivery of the Fifth Supplemental Indenture, the Indenture, and the issuance, sale, execution and delivery of the Series 2021A Bonds and the purchase agreement to which the Series 2021A Bonds were sold to the Underwriters;

(d) the original or certified copies of the Resolutions of the Metropolitan Council authorizing the execution and delivery of the Fifth Supplemental Indenture, the Indenture and approving the issuance and sale of the Series 2021A Bonds by the Authority;

(e) specimen Bond for the Series 2021A Bond;

(f) the unqualified approving opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel, as to the Series 2021A Bonds in substantially the form set forth in the Official Statement;

(g) the supplemental opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, addressed to the Underwriters, in substantially the form attached as Exhibit B hereto;

(h) the opinion of the counsel to the Metropolitan Government, addressed to the Underwriters and Trustee, as to the legal, valid and binding nature of the Indenture against the Metropolitan Government, in substantially the form attached as Exhibit C hereto;

(i) the opinion of counsel to the Authority, addressed to the Underwriter and Trustee, as to the due organization and existence of the Authority, the legal, valid and binding nature of the Indenture as against the Authority, in the form and substance satisfactory to the Trustee, Bond Counsel, the Underwriters and their counsel;

(j) the opinion of Adams and Reese LLP, Nashville, Tennessee, counsel to the Underwriters, in substantially the form attached as Exhibit D hereto;

(k) certificate of Hilltop Securities Inc., Dallas, Texas, in substantially the form attached as Exhibit E hereto;

(l) verification from Moody's Investors Service and S&P Global Ratings that the Series 2021A Bonds have been rated at least "[__]" and "[__]", respectively;

(m) an executed copy of the Continuing Disclosure Certificate of the Metropolitan Government dated as of [_____], 2021, relating to the Series 2021A Bonds;

(n) an executed copy of the Refunding Escrow Agreement of the Issuer dated the Closing Date;

(o) an executed copy of the Verification Report by [_____] dated the Closing Date; and,

(p) such additional legal opinions, certificates, proceedings, instruments and other documents the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Authority with legal requirements, the truth and accuracy as of the Closing Date of the representations of the Authority herein, in the Preliminary Official Statement and in the Official Statement and the due performance or satisfaction by the Authority at or prior to the Closing Date of all agreements then to be satisfied.

9. Termination. The Underwriters may terminate this Bond Purchase Agreement at any time prior to the Closing Date by notice to the other parties hereto if, between the date hereof and the Closing Date:

(a) legislation shall have been enacted or favorably reported out of committee of either house of the United States Congress, or a decision by any court of the United States, including the Tax Court, shall have been rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or any branch thereof, including the Internal Revenue Service, or any other governmental agency with appropriate jurisdiction shall have been made or formally and publicly proposed, with respect to federal taxation upon revenues or other income of the general character derived by the Metropolitan Government or upon interest received on obligations of the general character of the Series 2021A Bonds that in the reasonable opinion of the Underwriters, materially adversely affects the marketability or the market price of the Series 2021A Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2021A Bonds; or

(b) any legislation, ordinance, rule or regulation shall have been passed by the legislature or enacted by any governmental body, department or agency of the State of Tennessee or the Metropolitan Government or any decision by any court of competent jurisdiction within the State of Tennessee shall have been rendered that, in the reasonable opinion of the Underwriters, materially affects the marketability or market price of the Series 2021A Bonds; or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been formally and publicly proposed to be made by a State of Tennessee authority with appropriate jurisdiction, with respect to taxation upon interest received on obligations of the general character of the Series 2021A Bonds that, in the reasonable opinion of the Underwriters, materially adversely affects the marketability or market price of the Series 2021A Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2021A Bonds; or

(c) any stop order or legislation shall have been enacted or a bill shall have been reported out of a legislative committee, any decision by a court of the United States shall have been rendered or any stop order, ruling, regulation or official statement by or on behalf of the SEC or other governmental agency shall have been made to the effect that (i) obligations of the general character of the Series 2021A Bonds or the Resolution, in the reasonable opinion of counsel to the Underwriters, are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or (ii) the issuance, offering or sale of the Series 2021A Bonds, including the underlying obligations as contemplated by this Bond Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2021A Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Trust Indenture Act; or

(d) any event shall have occurred or condition shall exist that, in the reasonable opinion of the Underwriters, makes untrue or incorrect in any material respect as of the Closing Date any material statement of information contained in the Official Statement or that is not reflected in the Official Statement but should be reflected therein as of such time in connection with the offering and sale of the Series 2021A Bonds in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading in any material respect as of such time including, without limitation, events or conditions relating to the business and affairs of the Authority or the Metropolitan Government; or

(e) in the reasonable opinion of the Underwriters, the marketability or market price of the Series 2021A Bonds, the ability of the Underwriters to enforce contracts, at the contemplated offering prices, or the market price generally of obligations of the general character of the Series 2021A Bonds, has been adversely affected because (i) a general suspension of trading on the New York Stock Exchange or any other major exchange shall have occurred or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (ii) a general banking moratorium shall have been established by federal, New York or Tennessee authorities, (iii) war or an outbreak of hostilities or other national or international calamity or crisis shall have occurred or any armed conflict shall have occurred or escalated, (iv) disruptive events, occurrences or conditions in the securities and debt markets, (v) there shall have occurred or any notice shall have been given of any actual or intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Authority's obligations, including the Series 2021A Bonds, or (vi) any other calamity or crisis in the financial markets of the United States shall have occurred; or

(f) any new restriction on transactions in securities materially affecting the marketability or market price of the Series 2021A Bonds or the ability of Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2021A Bonds (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of underwriters shall have been established by the New York Stock Exchange, the SEC, or other federal or state agency or the Congress of the United States, or by Executive Order.

10. Expenses. All expenses and costs of the Authority incident to the performance of its obligations in connection with the authorization, issuance and sale of the Series 2021A Bonds to the Underwriters, including but not limited to the costs of pre-sale advertising of the Series 2021A Bonds, printing or reproducing the Preliminary Official Statement, the Official Statement, the Indenture, the Resolution, the Blue Sky and legal investment surveys, and all ancillary papers, fees of consultants, including the fees of the accountants, fees and expenses of counsel to the Authority and Metropolitan Government, Bond Counsel, rating agency fees, fees and expenses of the municipal advisor, paying agent fees and expenses, fees of the Trustee and of counsel to the Trustee, and the fees and expenses of the Underwriters including, but not limited to, the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review, and of counsel to the Underwriters, shall be paid from the proceeds of the Series 2021A Bonds. The Underwriters shall not be responsible for any expenses of the Authority's employees which are incidental to this Bond Purchase Agreement, including, but not limited to, meals, transportation, and lodging.

11. Notices. Any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Authority set forth above and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing to the Representative, as follows: FHN Financial Capital Markets, Attention: Bruce Gow, 3344 Peachtree Road, Suite 2125, Atlanta, Georgia 30326.

12. Continuation of the Agreement. All representations, warranties and agreements hereunder of the Authority shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters and shall survive the Closing and any termination of this Bond Purchase Agreement by the Underwriters pursuant to the terms hereof.

13. Governing Law. This Bond Purchase Agreement shall be governed by the applicable laws of the State of Tennessee.

14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

15. Effective Date. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

16. Miscellaneous. This Bond Purchase Agreement is made solely for the benefit of and is binding on each of the parties and their respective successors and assigns. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by all of the parties hereto.

FHN Financial Capital Markets
Fifth Third Securities, Inc.
Drexel Hamilton, LLC

FHN FINANCIAL CAPITAL MARKETS, As
Representative

By: _____
Bruce Gow, Senior Vice President

Accepted:

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

By: _____
Cathy Bender, Chair

By: _____
Emmett Wynn, Secretary/Treasurer

Exhibit A

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

\$ _____*
FEDERALLY TAXABLE PUBLIC FACILITY REVENUE REFUNDING BONDS
(EAST BANK STADIUM PROJECT), SERIES 2021A

Terms of the Series 2021A Bonds

The Series 2021A Bonds shall be in the denomination of Five Thousand Dollars (\$5,000.00) or any integral multiple thereof. The Series 2021A Bonds shall be dated their date of issuance. Interest on the Series 2021A Bonds is payable at the rates per annum as set forth below, semi-annually on January 1 and July 1, commencing July 1, 2021. Interest on the Series 2021A Bonds will be calculated on the basis of a 30-day month and a 360-day year. The Series 2021A Bonds shall mature on the 1st day of July, in each of the years and the principal amounts as follows:

| <u>Maturity Date</u> <u>July 1</u> [*] | <u>Principal</u> <u>Amount</u> [*] | <u>Interest</u> <u>Rate</u> | <u>Yield</u> | <u>CUSIP No.</u> ^{**} |
|--|--|--|---------------------|---------------------------------------|
| 2021 | | | | |
| 2022 | | | | |
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| 2030 | | | | |
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| 2032 | | | | |
| 2033 | | | | |

^{**}Copyright, American Bankers Association (the "ABA"). CUSIP data herein are provided by CUSIP Global Services, which is managed on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only at the time of issuance of the Series 2021A Bonds, and the Authority makes no representation with respect to such numbers nor undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2021A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2021A Bonds.

Exhibit B

[Letterhead of Bass, Berry & Sims PLC]

[_____], 2021

FHN Financial Capital Markets,
As Representative of the Underwriters
3344 Peachtree Road, Suite 2125
Atlanta, Georgia 30326

Ladies and Gentlemen:

With respect to the issuance by The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the “Authority”) of its Federally Taxable Public Facility Revenue Refunding Bonds (East Bank Stadium Project), Series 2021A (the “Series 2021A Bonds”) this opinion is furnished to you pursuant to Section 8(g) of that certain Bond Purchase Agreement, dated [_____], 2021 (the “Purchase Agreement”), by and between the Authority and FHN Financial Capital Markets, Fifth Third Securities, Inc. and Drexel Hamilton, LLC (collectively, the “Underwriters”). We have reviewed such documents and proceedings and matters of law, as we have considered necessary or appropriate for the purpose of this opinion. Unless the context indicates otherwise, all terms not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

On the basis of our review, we are of the opinion that:

1. The Purchase Agreement dated as of [_____], 2021, by and between the Authority and the Underwriters, has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the valid and legally binding agreement of the Authority enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors’ rights generally and the application of equitable principles where equitable remedies are sought.

2. The Continuing Disclosure Certificate by the Metropolitan Government, dated as of [_____], 2021, has been duly authorized, executed and delivered by the Metropolitan Government and constitutes a valid and legally binding agreement of the Metropolitan Government enforceable in accordance with its terms.

3. The information in the Preliminary Official Statement and the Official Statement under the captions “DESCRIPTION OF THE SERIES 2021A BONDS” and “TAX MATTERS”, insofar as such information purports to summarize certain provisions of the Series 2021A Bonds (other than financial or statistical data or descriptions of the book-entry-only system), the Internal Revenue Code of 1986, as amended, and our opinion of even date herewith approving the validity of the Series 2021A Bonds, is accurate and contains fair statements or summaries.

4. Under existing laws, the Series 2021A Bonds may be offered and sold without registration under the Securities Act of 1933, as amended, and the Indenture and Resolution (as defined in the Purchase Agreement) are not required to be qualified under the Trust Indenture Act of 1939, as amended.

This letter is furnished by us as bond counsel to the Authority. No attorney-client relationship has existed or exists between our firm and yourselves in connection with the Series 2021A Bonds or by virtue of this letter and we have no obligation to update this letter. This letter is delivered to you as Underwriters of the Series 2021A Bonds, is solely for your benefit as such Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person without our consent. This letter is not intended to be relied upon by owners of the Series 2021A Bonds.

Very truly yours,

Exhibit C

[Letterhead of Director of Law]

[_____], 2021

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

FHN Financial Capital Markets,
As Representative of the Underwriters
3344 Peachtree Road, Suite 2125
Atlanta, Georgia 30326

Re: The Sports Authority of The Metropolitan Government of Nashville and Davidson County Federally Taxable Public Facility Revenue Refunding Bonds (East Bank Stadium Project), Series 2021A (the "Series 2021A Bonds")

Ladies and Gentlemen:

In conformance with Section 8.603 of the Charter of the Metropolitan Government (the "Charter"), I am the Director of Law of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government"). As the Director of Law, I am familiar with the matters relating to the issuance of the Series 2021A Bonds by The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority").

In my capacity as Director of Law, I have examined and relied upon originals or copies, certified or otherwise, identified to my satisfaction of the following:

- (i) The Charter;
- (ii) Resolution No. RS2021-_____ of the Metropolitan County Council adopted on [_____], 2021 (the "Resolution");
- (iii) the Trust Indenture dated as of July 1, 1996, as amended and supplemented by a First Supplemental Trust Indenture dated as of October 27, 2004, a Second Supplemental Trust Indenture dated as of January 19, 2012, a Third Supplemental Trust Indenture dated as of August 20, 2013, a Fourth Supplemental Trust Indenture dated as of August 14, 2014, and a Fifth Supplemental Trust Indenture dated as of [_____], 2021, by and among the Metropolitan Government, the Authority and the Trustee (collectively, the "Indenture");
- (iv) the Preliminary Official Statement, dated as of [_____], 2021, used in the marketing of the Series 2021A Bonds (the "Preliminary Official Statement");
- (v) the Official Statement, dated as of [_____], 2021, used in the marketing of the Series 2021A Bonds (the "Official Statement");

(vi) the Bond Purchase Agreement for the Series 2021A Bonds, dated [_____], 2021, by and between the Authority and FHN Financial Capital Markets, on behalf of itself and the other underwriters named therein (the “Bond Purchase Agreement”);

(vii) the Continuing Disclosure Certificate of the Metropolitan Government in connection with the Series 2021A Bonds, dated as of the date hereof (the “Continuing Disclosure Certificate”); and,

(viii) such other documents and proofs as I have considered necessary for the purposes of rendering this opinion.

I have assumed the authenticity of all signatures (other than those of officials of the Metropolitan Government) on documents submitted to me as certified, conformed or photostatic copies. I am admitted to the Bar of the State of Tennessee, and I express no opinion as to the laws of any jurisdiction other than the State of Tennessee. I further express no opinion as to the tax-exempt or other federal tax status of any of the Series 2021A Bonds.

Based on the foregoing, I am of the opinion as follows:

1. The Metropolitan Government is a public corporation, duly organized, validly existing and in good standing as a metropolitan government of the State of Tennessee under the Constitution, the other laws of the State of Tennessee and under the Charter and has the right and authority under Tennessee law and the Charter to adopt the Resolution.

2. The execution, delivery and performance, as applicable, by the Metropolitan Government of the Indenture and the Resolution, have been duly authorized and approved by all necessary action of the Metropolitan Government.

3. To the best of my knowledge after due inquiry, the execution, delivery and performance, as applicable, by the Metropolitan Government, of its obligations under the Indenture and the Resolution, the adoption of the Resolution, and compliance with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Metropolitan Government a breach or default under any agreement, trust agreement, loan agreement, bond, note, resolution, ordinance or other instrument or legal restriction to which the Metropolitan Government is a party or is otherwise subject or any existing law or administrative regulation, or the Charter, or any court order, judgment or consent decree to which the Metropolitan Government is subject and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any properties of the Metropolitan Government, other than as may be contemplated by the Resolution.

4. No authorization, consent, waiver, approval or other action by, and no notice to or filing or registration with, any officer, board, authority, agency or instrumentality of the Metropolitan Government, not already obtained, was required as of the date the Metropolitan County Council adopted the Resolution, or is or was required as of the date hereof for the due execution, delivery and performance, as applicable by the Metropolitan Government of the Indenture and the Resolution.

5. The Metropolitan Government is lawfully organized and all present officials thereof have good and sufficient title to their respective official positions. The Honorable John Cooper is the duly elected, qualified and acting Metropolitan Mayor of the Metropolitan Government; Kevin Crumbo is the duly appointed, qualified and acting Director of Finance of the Metropolitan Government; Michell Bosch is the duly appointed, qualified and acting Metropolitan Treasurer of the Metropolitan Government; and

Elizabeth Waites is the duly appointed, qualified and acting Metropolitan Clerk of the Metropolitan Government.

6. The requirements of Chapter 44, Title 8, Tennessee Code Annotated, and the Charter as they relate to regular and special meetings, as applicable, of the Metropolitan County Council have been fulfilled with respect to the meeting of the Metropolitan County Council at which the Resolution was adopted.

Without having undertaken to determine independently the accuracy and completeness of the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to my attention that would lead me to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date or as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

I do not express any opinion regarding the Series 2021A Bonds except as expressly set forth above.

I hereby consent to the reference to me in the Official Statement.

Yours very truly,

Robert E. Cooper, Jr., Director of Law
The Metropolitan Government of Nashville
and Davidson County

Exhibit D

[Letterhead of Adams and Reese LLP Underwriters' Counsel]

[_____], 2021

FHN Financial Capital Markets,
As Representative of the Underwriters
3344 Peachtree Road, Suite 2125
Atlanta, Georgia 30326

Ladies and Gentlemen:

We have acted as counsel for FHN Financial Capital Markets (the "Representative"), on behalf of itself and Fifth Third Securities, Inc. and Drexel Hamilton, LLC (collectively, the "Underwriters") named in the Bond Purchase Agreement, dated [_____], 2021 (the "Bond Purchase Agreement"), by and between the Underwriters and The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority") in connection with the purchase and sale by the Underwriters of the Authority's Federally Taxable Public Facility Revenue Refunding Bonds (East Bank Stadium Project), Series 2021A (the "Series 2021A Bonds") upon their initial issuance and delivery.

In this connection, we have reviewed such documents and have made such investigations of law as we have deemed relevant and necessary as the basis for the opinion hereinafter expressed.

Based upon the foregoing, it is our opinion that the Series 2021A Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Indenture and the Resolution (as defined in the Bond Purchase Agreement) need not be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offering of the Series 2021A Bonds.

Our participation was not intended to enable us to pass upon, and we are not passing upon, and have not independently verified, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement dated [_____], 2021 (the "Preliminary Official Statement") and the Official Statement dated [_____], 2021 (the "Official Statement") relating to the Series 2021A Bonds. As your counsel we have participated with you in discussions with respect to the Preliminary Official Statement and the Official Statement among representatives of the Authority and the Metropolitan Government, Bond Counsel and others. While our participation in such discussions would not necessarily reveal matters of materiality or significance with respect to statements in or omissions from the Preliminary Official Statement and the Official Statement, in the course of such discussions, nothing has come to our attention that leads us to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and the Closing Date (except for financial statements, other financial, quantitative and statistical information, and projections or estimates, as to which we are not called upon to and do not express any belief), contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We are of the further opinion that the Continuing Disclosure Certificate, dated as of [_____], 2021 executed by the Authority in connection with the issuance of the Series

2021A Bonds (the “Continuing Disclosure Certificate”) complies as to form in all material respects with the requirements of paragraph (b)(5) of Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission and that the undertakings contained in the Continuing Disclosure Certificate provide a suitable basis for the Underwriters reasonably to determine that the Authority has undertaken to provide the information required to be provided in connection with the primary offering of the Series 2021A Bonds pursuant to paragraph (b)(5)(i) of the Rule. We do not opine upon the enforceability of the Continuing Disclosure Certificate and have relied upon the opinion of Bond Counsel to the Authority that the Continuing Disclosure Certificate has been duly authorized, executed and delivered and constitutes a valid and binding obligation upon the Authority.

We have not passed upon, and the foregoing is subject to, the validity of the Series 2021A Bonds, as to which we understand that you are relying upon the opinion, dated the date hereof, of Bass, Berry & Sims PLC, Nashville, Tennessee.

We are furnishing this letter to you solely for your benefit. This letter is not to be relied upon by any person or firm without our written consent.

Very truly yours,

Exhibit E

MUNICIPAL ADVISOR CERTIFICATE WITH RESPECT TO THE
PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT
IN CONNECTION WITH THE

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

\$ _____
Federally Taxable Public Facility Revenue Refunding Bonds
(East Bank Stadium Project), Series 2021A

The undersigned, an authorized officer of Hilltop Securities Inc., Dallas, Texas, Municipal Advisor, in connection with the issuance by The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority") of its Federally Taxable Public Facility Revenue Refunding Bonds (East Bank Stadium Project), Series 2021A (the "Series 2021A Bonds"), hereby certifies that we have participated in the preparation of the Preliminary Official Statement dated [_____], 2021 relating to the Series 2021A Bonds (the "Preliminary Official Statement"), and of the Official Statement dated [_____], 2021, relating to the Series 2021A Bonds (the "Official Statement"), and that the information contained in the Preliminary Official Statement and the Official Statement accurately reflects information received from public records, discussions with public officials and employees and other sources which we believe are reliable; provided, however, that we have not made an independent investigation of the information supplied to us in the preparation of the Preliminary Official Statement and the Official Statement, and we are not passing upon or warranting the truth or the accuracy of such information. To the best of our knowledge and belief (a) the Preliminary Official Statement did not, as of its date, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (b) as of the date hereof, the Official Statement does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) as of this date there has been no material adverse change in the financial condition or financial affairs of the Authority or The Metropolitan Government of Nashville and Davidson County, Tennessee since the date of issuance of said Official Statement on [_____], 2021.

Dated this ____ day of _____, 2021.

HILLTOP SECURITIES INC.

By: _____

Its: _____
