

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

\$ _____
FEDERALLY TAXABLE PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
(ARENA PROJECT), SERIES 2021B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated as of _____, 2021, by and between The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority"), and U.S. Bank National Association, Nashville, Tennessee, as Escrow Agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the Authority has previously authorized and issued its Public Facility Revenue Improvement Revenue Bonds, Series 2013A, dated August 20, 2013, maturing on or after July 1, 2024 (the "Refunded Bonds"); and

WHEREAS, the Authority has determined that it is in its best interest to refund and refinance the Refunded Bonds by depositing in escrow with the Escrow Agent funds, with investment earnings thereon, that will be sufficient to pay the principal of and interest on the Refunded Bonds to their earliest optional redemption date; and

WHEREAS, in order to obtain the funds needed for said deposit, the Authority has authorized and issued \$ _____ in aggregate principal amount of Federally Taxable Public Facility Revenue Refunding Bonds (Arena Project), Series 2021B, dated the date hereof (the "Refunding Bonds"); and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of Refunding Bond proceeds and the application thereof, and to provide for the payment of the Refunded Bonds as set forth herein, the parties hereto do hereby enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Escrow Agent agree as follows:

Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Trust Indenture, dated as of June 1, 1998, by and among the Authority, the Metropolitan Government and U.S. Bank National Association, as successor trustee to SouthTrust Bank, National Association (the "Trustee"), as amended and supplemented by a First Supplemental Trust Indenture, dated as of January 19, 2012, by and among the Authority, the Metropolitan Government and the Trustee, as further amended and supplemented by a Second Supplemental Trust Indenture, dated as of August 20, 2013, by and among the Authority, the Metropolitan Government and the Trustee, and as further amended and supplemented by a Third Supplemental Trust Indenture, dated as of _____, 2021, by and among the Authority, the Metropolitan Government and the Trustee (collectively, the "Indenture").

SECTION 1. Escrow Fund. There is hereby created and established a special and irrevocable escrow fund (the "Escrow Fund") to be held in the custody of the Escrow Agent under this Agreement separate and apart from all other funds of the Authority or of the Escrow Agent. All moneys deposited to

the Escrow Fund, together with investment income therefrom, shall be held and applied solely as provided in this Agreement and shall constitute a fund to be held by the Escrow Agent as a part of the escrow and trust created, established, and governed by this Agreement. The holders of the Refunded Bonds shall have an express lien on all moneys and other funds deposited in the Escrow Fund until used and applied in accordance with this Agreement.

SECTION 2. Deposit of Moneys. There is hereby deposited with the Escrow Agent by or for the benefit of the Authority \$_____, \$_____ of which is derived from the proceeds of the sale of the Refunding Bonds and \$_____ of which is derived from other funds of the Authority.

SECTION 3. Use and Investment of Moneys. The monies described in Section 2 above shall be held or invested as follows:

(a) the amount of \$_____ shall be used to purchase the Government Obligations described on Schedule A attached hereto; and

(b) the amount of \$_____ shall be held as cash in a non-interest bearing account.

SECTION 4. Payment of Refunded Bonds.

(a) **Payment.** The Escrow Agent shall, no later than the appropriate interest, principal and redemption payment dates for the Refunded Bonds, transfer from the Escrow Fund amounts sufficient to pay the principal of and interest on the Refunded Bonds at the times, in the amounts and in the manner set forth on Schedule B attached hereto and the Indenture.

(b) **Excess Funds.** When the Escrow Agent has made all required payments of principal and interest on the Refunded Bonds as hereinabove provided, the Escrow Agent shall transfer any moneys then held hereunder in the Escrow Fund to the Revenue Fund of the Refunding Bonds, and this Agreement shall terminate.

(c) **Termination of Obligations.** Upon deposit of the moneys set forth in Section 2 hereof with the Escrow Agent pursuant to the provisions of this Agreement, the owners of the Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the Authority to the owners of the Refunded Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 5. Performance of Duties. The Escrow Agent agrees to perform the duties set forth herein.

SECTION 6. Reinvestment. The Escrow Agent shall have no power or duty to reinvest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys held hereunder.

SECTION 7. Responsibilities of the Escrow Agent. In the event of the Escrow Agent's failure to account for any of the moneys received by it, said moneys shall be and remain the property of the Authority in trust for the holders of the Refunded Bonds, as herein provided; and if for any reason such moneys are not applied as herein provided, the Escrow Agent shall be liable to the Authority.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the moneys available for such purpose to pay the Refunded Bonds. So long as the Escrow Agent applies the moneys as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent

shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

The Escrow Agent shall not be liable to the Authority for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful default in the performance of any obligation imposed upon it hereunder.

The Escrow Agent shall deliver to the Secretary/Treasurer of the Authority, on or before the first day of August of each year, a report current as of the previous June 30, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Metropolitan Government and the Authority and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 8. Redemption of Refunded Bonds. The Refunded Bonds shall be redeemed on July 1, 2023. With the execution of this Agreement, the Authority is giving the Trustee for the Refunded Bonds direction to mail a notice of redemption, in substantially the form attached hereto as Exhibit A, to the registered holders of the Refunded Bonds in accordance with the provisions set forth in the Indenture.

SECTION 9. Amendments. This Agreement is made for the benefit of the Authority and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, and the Authority; provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Agreement; (ii) to grant to, or confer upon, the holders of the Refunded Bonds or the Escrow Agent any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (iii) to include under this Agreement additional funds, securities or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally-recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor Government Obligations, subject to the condition that such monies or securities held by the Escrow Agent shall be sufficient to pay principal of and interest on the Refunded Bonds. The Escrow Agent shall purchase such substituted Government Obligations with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Escrow Agent an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Refunded Bonds in the manner required by the proceedings which authorized their issuance. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of Government Obligations shall be released from the Escrow Fund and shall be transferred to the Authority.

SECTION 10. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 4(b) of this Agreement.

SECTION 11. Compensation. The Authority shall compensate the Escrow Agent for its services hereunder by paying to the Escrow Agent an annual fee of \$_____, payable on the date hereof and on each anniversary of the date hereof and upon the termination of this Agreement; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement. The Authority shall not be obligated to pay any fees or amounts to the Escrow Agent except as set forth herein.

SECTION 12. Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign by giving notice in writing to the Authority with 30 days notice. The Escrow Agent may be removed (1) at the direction of the Authority upon any consolidation or merger of the Escrow Agent with any other entity or the transfer or assignment of its duties hereunder to any other entity or the sale or transfer of all or substantially all its trust assets to any other entity, or (2) by (i) filing with the Authority an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, (ii) mailing such notice at least 60 days prior to the effective date of said removal to the holders of the Refunded Bonds as aforesaid, and (iii) the delivery of a copy of the instruments filed with the Authority to the Escrow Agent, or (3) by a court of competent jurisdiction for failure to act in accordance with the provisions of the Escrow Agreement upon application by the Authority or the holders of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the Authority. Notice of such appointment shall be mailed in accordance with the requirements more specifically set forth in clause (2)(ii) of subsection (a) of this Section. Within one year after a vacancy, the holders of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the Authority, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the Authority. If no successor Escrow Agent is appointed by the Authority or the holders of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the holder of any such Refunded Bond or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Escrow Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Agent.

SECTION 13. No Implied Duties; Reliance on Counsel. The Escrow Agent shall have no implied duties under this Agreement. In the event of any question arising hereunder, the Escrow Agent shall be entitled to rely conclusively on the opinion of nationally recognized municipal bond attorneys which cost shall be borne by the Authority.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a

court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of Tennessee.

SECTION 17. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in Nashville, Tennessee, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 18. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Authority.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of _____, 2021.

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

BY: _____
Cathy Bender
Chair

ATTESTED:

Emmett Wynn
Secretary/Treasurer

U.S. BANK NATIONAL ASSOCIATION, Escrow
Agent

By: _____
Title: Authorized Signatory

SCHEDULE A

TO ESCROW AGREEMENT

The Sports Authority of
The Metropolitan Government of Nashville and Davidson County

[To Be Inserted]

Total Cost of Securities: \$_____

Initial Cash Deposit: \$_____

SCHEDULE B

TO ESCROW AGREEMENT

The Sports Authority of The Metropolitan Government
of Nashville and Davidson County

Debt Service Schedule of Public Facility Revenue Improvement Bonds, Series 2013A (Taxable), dated August 20, 2013 and maturing July 1, 2024 and thereafter, to a July 1, 2023 redemption date, with Name of Trustee and Date and Amount of Redemption

Payment <u>Date</u>	Principal <u>Redeemed</u>	Interest <u>Payable</u>	Total Debt <u>Service</u>
------------------------	------------------------------	----------------------------	------------------------------

TOTAL

Trustee: U.S. Bank National Association, Nashville Tennessee

EXHIBIT A

REDEMPTION NOTICE FOR REFUNDED BONDS

NOTICE OF REDEMPTION

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

NOTICE IS HEREBY GIVEN that The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority") has elected to and does exercise its option to call and redeem on July 1, 2023, all of the Authority's outstanding bonds as follows:

Public Facility Revenue Improvement Bonds, Series 2013A, dated August 20, 2013

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
July 1, 2024	\$675,000	4.184%	592090DT8
July 1, 2025	705,000	4.384	592090DU5
July 1, 2026	740,000	4.534	592090DV3
July 1, 2033	6,370,000	5.150	592090EC4

The owners of the above-described Bonds are hereby notified to present the same to the offices of Regions Bank, Nashville, Tennessee, as paying agent (the "Paying Agent"), as set forth below, where redemption shall be made at the price of 100% of par plus interest accrued to the redemption date. The Redemption Price will become due and payable on July 1, 2023, upon each such Bond herein called for redemption, and such Bonds shall not bear interest beyond July 1, 2023.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE,
Successor to SouthTrust Bank, National Association

30053848.2