INTERGOVERNMENTAL PROJECT AGREEMENT
(2026 CONVENTION CENTER PROJECT)

This Intergovernmental Project Agreement (the "Agreement") is made and entered into as of the __ day of _______, 2026, by and between The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") and The Convention Center Authority of The Metropolitan Government of Nashville and Davidson County (the "CCA").

WITNESSETH:

WHEREAS, pursuant to Sections 7-89-101 *et. seq.* of the Tennessee Code Annotated (the "Act"), the Metropolitan County Council of the Metropolitan Government (the "Metropolitan Council") created the CCA for the purpose of exercising all powers granted to a convention center authority by the Act, including, without limitation, the financing, construction, renovation, equipping, expanding and operation of a downtown convention center now known as the Music City Center (the "Convention Center"); and

WHEREAS, pursuant to the Act and Indentures of Trust dated as of April 1, 2010 (the "Series 2010 Indentures"), the CCA issued its Tourism Tax Revenue Bonds, Series 2010A-1, Tourism Tax Revenue Bonds, Federally Taxable Series, Series 2010A-2 (Build America Bonds – Direct Payment) and Subordinate Tourism Tax Revenue Bonds, Federally Taxable, Series 2010B (Build America Bonds – Direct Payment), all dated April 21, 2010 (collectively, the "Series 2010 Bonds"), for the purpose of financing the construction of the Convention Center; and

WHEREAS, the Series 2010 Bonds are primarily payable from the following tourism tax revenues (the "Tourism Tax Revenues"):

(1) 3% of the 6% Hotel/Motel Tax authorized by Section 7-4-102 of the Tennessee Code Annotated and Section 5.12.020 of the Metropolitan Code, less that portion of such tax required to be deposited to the Metropolitan Government General Fund pursuant to Section 7-4-102(b)(3) and Section 7-4-110(f) of the Tennessee Code Annotated;

(2) $2.00 of the $2.50 Hotel Room Occupancy Tax authorized by Section 7-4-202 of the Tennessee Code Annotated and Section 5.12.120 of the Metropolitan Code;

(3) The entire $2.00 Contracted Vehicle Tax authorized by Section 7-4-203 of the Tennessee Code Annotated and Section 5.16.130 of the Metropolitan Code;

(4) The entire 1% Rental Vehicle Surcharge Tax authorized by Section 67-4-1908 of the Tennessee Code Annotated and Section 5.32.190 of the Metropolitan Code;

(5) Allocations of state and local sales tax collections in accordance with Sections 7-88-101 *et. seq.* of the Tennessee Code Annotated (the "TDZ Act"), within the tourism development zone approved by the Metropolitan Council and the State Building Commission in 2009; and

(6) Apportionment of state and local sales tax collections from the sale of admission, parking, food, drink and any other things or services subject to tax under such chapter, if such sales occur on the premises of the Convention Center or on the premises of one or two convention center hotels approved by the State Department of Finance and Administration in accordance with Section 67-6-103 of the Tennessee Code Annotated; and

WHEREAS, to further secure the repayment of certain of the Series 2010 Bonds, the Metropolitan Government pledged to the payment thereof its Non-Tax Revenues, as defined in and pursuant to the terms of that certain Intergovernmental Project Agreement (Convention Center Project), dated as of February 1, 2010, by and among the Metropolitan Government, the CCA and The Metropolitan Development and Housing Agency of Nashville and Davidson County; and

WHEREAS, pursuant to the Act, in 2010, the CCA induced Omni Nashville, LLC ("Omni") to construct a hotel adjacent to the Convention Center, in part by agreeing to make annual incentive payments to Omni through 2033 from Tourism Tax Revenues (the "Omni Obligation"), pursuant to that certain Development and Funding Agreement, by and between Omni and the CCA, dated as of October 19, 2010 (the "Omni Agreement"); and

WHEREAS, to further secure the payment of the Omni Obligation, the Metropolitan Government also pledged its Non-Tax Revenues to the payment thereof, pursuant to the terms of that certain Intergovernmental Project Agreement (Convention Center Hotel Project), dated as of October 19, 2010, by and between the Metropolitan Government and the CCA; and

WHEREAS, the parties now find that it is feasible to (i) refinance the Series 2010 Bonds through the issuance of refunding bonds and to secure the payment of such refunding bonds without a pledge of Non-Tax Revenues of the Metropolitan Government, and (ii) retire the Omni Obligation from accumulated funds of the CCA, thereby eliminating the need for the Metropolitan Government's pledge of its Non-Tax Revenues in support thereof; and

WHEREAS, the elimination of the pledge of Non-Tax Revenues in favor of the Series 2010 Bonds and the Omni Obligation is of significant value to the Metropolitan Government, insofar as it (i) enhances the general credit of the Metropolitan Government by significantly reducing its commitment to the repayment of debt obligations, and (ii) increases the capacity of the Metropolitan Government to redeploy its Non-Tax Revenues to provide additional security for projects that might need additional credit support, such as affordable housing projects; and

WHEREAS, in 2025, the CCA conducted a feasibility study to determine whether there is a need to expand the Convention Center, and that study revealed that the Convention Center loses significant tourism business due to a deficiency in function space relative to peer facilities; and

WHEREAS, the parties have concluded that a significant expansion of the Convention Center will preserve and enhance its positive economic impact for the benefit of the Metropolitan Government; and

WHEREAS, the Board of Directors of the CCA (the "CCA Board") adopted a resolution on______ __, 2026 (the "CCA Resolution"), authorizing (i) the issuance of its tourism tax revenue refunding bonds (the "Refunding Bonds") pursuant to an Indenture of Trust (the "Indenture"), by and between the CCA and Regions Bank (the "Trustee"), for the purposes of refunding the Series 2010 Bonds, and (ii) the issuance of one or more series of its tourism tax revenue improvement bonds (the "Initial Expansion Bonds" and, together with the Refunding Bonds and any bonds hereafter issued pursuant to the Indenture, the "CCA Bonds") pursuant to the Indenture, for the purposes of paying the costs incurred for the planning, design, engineering, and land acquisition related to an expansion of the Convention Center; and

WHEREAS, the Indenture contemplates that the Refunding Bonds and the Initial Expansion Bonds are payable solely from Tourism Tax Revenues and other moneys of the CCA, and not from any Non-Tax Revenues of the Metropolitan Government; and

WHEREAS, Public Chapter No. 1079 of the 2026 Public Acts of Tennessee, enacted in to law on May 22, 2026 (the "2026 Act"), among other things, authorizes the CCA to transfer up to $300,000,000 of CCA funds to the East Bank Development Authority of the Metropolitan Government of Nashville and Davidson County (the "EBDA") for the sole purpose of funding capital costs associated with the construction and installation of roads, bridges, utilities and other public infrastructure improvements located within the jurisdictional area of the EBDA (the "East Bank Infrastructure Projects"); and

WHEREAS, the parties wish to provide for the transfer of funds of the CCA to the EBDA to provide for the funding of the East Bank Infrastructure Projects; and

WHEREAS, it is deemed necessary and desirable by the Metropolitan Council and the CCA Board that the parties enter into this agreement addressing the matters set forth above, and establishing the other agreements and rights of the parties hereunder.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

1. Duties of the Metropolitan Government. The Metropolitan Government covenants and agrees as follows:

(a) The Metropolitan Government hereby approves the issuance of the Refunding Bonds, the Initial Expansion Bonds and such additional bonds as may be issued by the CCA to complete the expansion of the Convention Center or provide for the capital repair and improvement of the Convention Center, all on such terms approved by the CCA; provided that nothing herein shall (i) alleviate the requirement that the Director of Finance of the Metropolitan Government (the "Director of Finance") approve any such issuance of bonds in accordance with the Act, or (ii) obligate the Metropolitan Government to provide for the payment or security of such bonds other than from Tourism Tax Revenues.

(b) For so long as any CCA Bonds are outstanding, or until December 31, 2058, whichever is earlier, the Metropolitan Government will collect all Tourism Tax Revenues due to the Metropolitan Government and promptly remit them to the CCA for deposit to the appropriate fund or funds of the Indenture. The parties acknowledge that proper accounting for Tourism Tax Revenues can take several weeks beyond the initial receipt of funds and agree that the Metropolitan Government may supplement or withhold transfers of Tourism Tax Revenues to the CCA to the extent that the Metropolitan Government determines that prior transfers incorrectly reflected an underpayment or overpayment (as applicable) to the CCA. During any period in which Tourism Tax Revenues are held by the Metropolitan Government prior to remittance to the CCA, the Metropolitan Government shall maintain the Tourism Tax Revenues in accounts separate from other funds of the Metropolitan Government, and any interest earnings thereon shall accrue to the benefit of the CCA.

(c) For so long as any CCA Bonds are outstanding, or until December 31, 2058, whichever is earlier, the Metropolitan Government will not repeal or amend the ordinances authorizing the collection of the Tourism Tax Revenues in such a manner as to reduce the amount of Tourism Tax Revenues payable to the CCA pursuant to this Agreement.

(d) The Metropolitan Government authorizes the CCA to pledge its rights under this Agreement and to the Tourism Tax Revenues, as security for its obligations under the Indenture, including, without limitation, the repayment of the CCA Bonds.

(e) The Metropolitan Government shall take all further action, at no out-of-pocket expense to the Metropolitan Government, as may be reasonably necessary to assist the CCA in securing the approval of the Convention Center Expansion in accordance with the TDZ Act.

(f) In connection with the CCA's issuance of the CCA Bonds, the Metropolitan Government agrees to file, or engage a dissemination agent to file, for and on behalf of the CCA, such continuing disclosure documents as may be required of the CCA pursuant to the terms of a continuing disclosure undertaking entered into by the CCA, pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12, as amended, or other applicable law; provided, however, that the Metropolitan Government agrees to perform the administrative services provided in this subsection only upon the payment by the CCA to the Metropolitan Government of such fees as may be reasonably requested by the Metropolitan Government. Notwithstanding anything herein to the contrary, the Metropolitan Government and the CCA may each determine to discontinue the provision of administrative services by the Metropolitan Government pursuant to this subsection upon 30 days' written notice to the other party and, in such event, this subsection shall no longer have any effect.

(g) The Metropolitan Government agrees to take such other actions and execute and deliver such other documents as may be necessary or advisable, as determined by the Mayor of the Metropolitan Government, in consultation with the Director of Finance, to effect the transactions, financings, transfers and projects contemplated herein.

2. <u>Duties of the CCA</u>. The CCA covenants and agrees as follows:

(a) The CCA will cause to be issued and sold the Refunding Bonds, in one or more series, pursuant to the Indenture, and will cause the proceeds of the Refunding Bonds to be deposited and applied as required by the Indenture and the Series 2010 Indentures, as applicable.

(b) The CCA will cause to be issued and sold the Initial Expansion Bonds, in one or more series, pursuant to the Indenture, provided that the final maturity of any series of the Initial Expansion Bonds is not later than December 31, 2058, and will cause the proceeds of the Initial Expansion Bonds to be deposited and applied as required by the Indenture.

(c) The CCA will diligently pursue the completion of the construction and financing of an expansion of the Convention Center, including without limitation causing the issuance of additional bonds pursuant to the Indenture.

(d) The CCA will deposit the Tourism Tax Revenues received from the Metropolitan Government to the appropriate fund or funds of the Indenture for application as provided therein, and will comply with all the terms and conditions set forth in the Indenture. While state and local sales tax revenue is allocated to the CCA pursuant to the TDZ Act, the CCA will transfer moneys to the CCA's operating reserve fund and capital reserve fund and to the Metropolitan Government for public safety purposes to the maximum extent permitted by the 2026 Act.

(e) Prior to or simultaneously with the issuance of the Refunding Bonds, the CCA agrees to fully defease or otherwise discharge the Omni Obligation, using only available funds of the CCA.

(f) The CCA agrees to take such other actions and execute and deliver such other documents as may be necessary or advisable, as determined by Chair of the CCA Board, to effect the transactions, financings, transfers and projects contemplated herein.

3. Transfer of Funds from the CCA to EBDA. Prior to the pricing or other binding commitment to the issuance of the Refunding Bonds, the CCA shall deposit $300,000,000 in an escrow fund created pursuant to an escrow agreement (the "East Bank Escrow Agreement") by and between the CCA and Regions Bank, as escrow agent thereunder, all to provide for the transfer of funds to the EBDA for the purpose of funding the East Bank Infrastructure Projects. The East Bank Escrow Agreement shall be in substantially the form attached hereto as Exhibit A, and shall be subject to the prior written approval of the Director of Finance.

4. Term.

(a) The duties and responsibilities of the parties hereunder shall commence as of the date hereof. Such duties and responsibilities related to the CCA Bonds, including but not limited to duties and responsibilities related to the payment of such bonds and the collection of Tourism Tax Revenues therefor, shall continue until the payment in full of the CCA Bonds or until December 31, 2058, whichever is earlier. All such other duties and responsibilities of the parties hereunder shall continue until terminated by separate agreement of the parties hereto.

(b) Notwithstanding anything to the contrary herein, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of any of the parties hereto to fully and timely fulfill its obligations under any contract or agreement with any third party, including the holder or owner of any notes, bonds or other indebtedness described herein.

5. Default. Subject to Section 4(b) above, in the event any of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder.

6. Establishment of Funds. The CCA and the Metropolitan Government agree to establish such funds and accounts required by the Indenture and such additional funds and accounts as shall be determined necessary and/or advisable by the Director of Finance or the Chairman of the CCA Board, as applicable, to account for and manage the revenues and receipts described herein, provide for the payment of the costs of operating, maintaining and repairing the Convention Center, pay the principal of and interest on the CCA Bonds or provide for the payments contemplated by the East Bank Escrow Agreement, all as and to the extent applicable.

7. Severability. If a court of competent jurisdiction or an arbitrator determines that any provision of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

9. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed or referenced herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

10. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

11. Authorized Representatives. Any action required of or permitted to be taken pursuant to this Agreement by any of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: ______________________________

Metropolitan Mayor

ATTEST:

By: ______________________________

Metropolitan Clerk

APPROVED AS TO AVAILABILITY OF FUNDS BY:

____

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

____

Director of Law

THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: ______________________________
Chairman

ATTEST:

____
Secretary

EXHIBIT A

EAST BANK ESCROW AGREEMENT

(attached)

50388334.5

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made as of _____________, 2026, by and between The Convention Center Authority of The Metropolitan Government of Nashville and Davidson County, a Tennessee municipal corporation (the "Authority") and Regions Bank, as escrow agent (the "Escrow Agent"), for the benefit of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") and the East Bank Development Authority of the Metropolitan Government of Nashville and Davidson County (the "EBDA").

WHEREAS, the Metropolitan Government has agreed to allocate certain local tourism tax revenues to the Authority to facilitate the Authority's financing of a significant expansion to the Music City Center, in consideration (among other things) of the Authority's agreement to transfer $300 million of Authority moneys to the EBDA for the purpose of funding public infrastructure improvements within the EBDA's geographical boundaries; and

WHEREAS, the Intergovernmental Agreement between the Metropolitan Government and the Authority related to the foregoing matters contemplates the execution of an escrow agreement to provide for the transfer of moneys from the Authority to the EBDA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereto do hereby agree as follows:

1. ESCROW FUND.

a. On the date hereof, the Authority has deposited $300,000,000 with the Escrow Agent, such deposit to constitute an escrow fund (the "Escrow Fund") to be governed by the terms set forth herein.

b. The Escrow Agent shall hold, safeguard and dispose of the Escrow Fund in accordance with the terms hereof, and shall treat such Escrow Fund as a trust fund in accordance with the terms hereof. The Escrow Fund shall remain the property of Authority until such time as the Escrow Fund is distributed to the EBDA pursuant to the terms hereof.

2. INVESTMENT OF ESCROWED FUNDS. The Escrow Agent shall invest the moneys in the Escrow Fund in one or more of the following listed investments, as directed in writing by both the Chief Executive Officer of the EBDA and the Treasurer of the Metropolitan Government. In the event the Escrow Agent does not receive an investment direction as provided above for any amounts in the Escrow Fund, it shall invest such amounts, to the extent practicable, in Goldman Sachs Financial Square Government Fund Administration Shares #466 (Cusip #38141W265; Ticker FOAXX).

a. Direct obligations of the United States government or any of its agencies;

b. Obligations guaranteed as to principal and interest by the United States government or any of its agencies;

c. Certificates of deposit and other evidences of deposit at state and federally chartered banks, savings and loan institutions or savings banks deposited and collateralized as described in Tennessee Code Annotated § 7-39-313(a);

d. Repurchase agreements entered into with the United States or its agencies or with any bank, broker-dealer or other such entity, so long as the obligation of the obligated party is secured by a perfected pledge of full faith and credit obligations of the United States or its agencies;

e. Collateralized guaranteed investment contracts or similar agreements providing for a specified rate of return over a specified time period with entities rated at least "A-"/"A3", or such equivalent, by a nationally recognized rating agency (irrespective of any rating outlook that may have been assigned) as of the date of the contract or agreement;

f. The local government investment pool created by Tennessee Code Annotated title 9, chapter 4, part 7, including any separate account created therein;

g. Direct general obligations of a state of the United States, or a political subdivision or instrumentality of a state, having general taxing powers and rated in either of the two (2) highest rating categories by a nationally recognized rating agency of such obligations;

h. Obligations of any state of the United States or a political subdivision or instrumentality of any state, secured solely by revenues received by or on behalf of the state or political subdivision or instrumentality of the state irrevocably pledged to the payment of the principal of and interest on the obligations, rated in the two (2) highest rating categories by a nationally recognized rating agency of those obligations;

i. Government money market funds that are rated AAA/Aaa by at least two nationally recognized rating agencies; or

j. Prime commercial paper which shall be rated in the highest category by at least two nationally recognized rating agencies.

3. INTEREST EARNED. Any such investment shall be held by the Escrow Agent and shall at all times be deemed to be a part of the Escrowed Funds and the interest accruing thereon, and any profit realized therefrom shall be credited to such funds, and any losses resulting from such investment shall be charged to such funds and paid out of the Escrowed Funds.

4. DISBURSEMENTS FROM ESCROW FUND. Upon receipt by the Escrow Agent of a requisition in the form attached hereto as Exhibit A, signed by the Chief Executive Officer of the EBDA and approved by the Director of Finance of the Metropolitan Government, then the Escrow Agent shall deliver or cause to be delivered to the EBDA the amount requested for disbursement, until there are no amounts remaining in the Escrow Fund. Notwithstanding the foregoing, no amounts may be requisitioned from the Escrow Fund until the Authority has issued its Tourism Tax Revenue Refunding and Improvement Bonds, Series 2026 (the "2026 Bonds") and refunded its outstanding Tourism Tax Revenue Bonds, Federally Taxable Series, Series 2010A-2 (Build America Bonds – Direct Payment), and (ii) Subordinate Tourism Tax Revenue Bonds, Federally Taxable, Series 2010B (Build America Bonds – Direct Payment), both dated April 21, 2010 (the "2010 Bonds").

5. EXPIRATION OF ESCROW FUND. The Escrow Fund and this Escrow Agreement shall terminate and expire upon the EBDA's requisition of all amounts held in the Escrow Fund. In the event the 2026 Bonds have not been issued and the 2010 Bonds refunded on or before ________, 2026, this Escrow Agreement will terminate and expire, and all amounts then remaining in the Escrow Fund will be returned to the Authority.

6. ESCROW AGENT'S RIGHTS AND RESPONSIBILITIES. To induce the Escrow Agent to act hereunder, it is further agreed that:

a. The Escrow Agent shall not be under any duty to give the property held hereunder any greater degree of care than it gives its own similar property.

b. The Escrow Agent may act upon advice of counsel in reference to any matter connected herewith and shall not be liable for any acts or omissions while acting in good faith and exercising reasonable judgment.

c. The Escrow Agent shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver this Escrow Agreement or any documents or papers deposited or called for hereunder.

d. The Escrow Agent shall not be liable for the outlawing of any rights under any statute of limitations with respect to this Escrow Agreement or any documents deposited with the Escrow Agent.

e. The Escrow Agent is hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person, excepting only orders or process of courts of law, and is hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case the Escrow Agent obeys or complies with any such order, judgment or decree of any court, the Escrow Agent shall not be liable to any of the parties hereto or to any other person by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

f. The Escrow Agent is authorized to rely on the written instructions of the Chief Executive Officer of the EBDA, or any officer of the EBDA designated in writing by the Chief Executive Officer of the EBDA to the Escrow Agent, as being the act of the EBDA.

g. This Escrow Agreement sets forth the exclusive duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations of the Escrow Agent shall be read into this Escrow Agreement.

h. The Escrow Agent shall not be called upon to advise any party as to its rights and obligations hereunder.

i. In consideration of its acceptance of the appointment as the Escrow Agent, and except with respect to the Escrow Agent's own negligence or willful misconduct or acts or omissions by the Escrow Agent not in good faith, the other parties hereto agree to jointly and severally indemnify and hold the Escrow Agent harmless as to any liability incurred by it to any person, firm or corporation by reason of its having accepted the same or in carrying out any of the terms hereof, and to reimburse Escrow Agent for all its expenses, including attorneys' fees, incurred by reason of its position hereunder or actions taken pursuant hereto. Each party hereto agrees that the Escrow Agent shall not be liable for any actions taken by the Escrow Agent pursuant to the terms hereof, except with respect to the Escrow Agent’s own gross negligence or willful misconduct or acts or omissions by the Escrow Agent not in good faith.

j. In the event that the Escrow Agent should at any time be confronted with inconsistent claims or demands by the parties hereto, the Escrow Agent shall have the right to interplead said parties in any court of competent jurisdiction and request that such court determine such respective rights of the parties with respect to this Escrow Agreement, and upon doing so, the Escrow Agent shall be released from any obligations or liability as a consequence of any such claims or demands.

7. RESIGNATION OF ESCROW AGENT. The Escrow Agent, or any successor, may resign as Escrow Agent hereunder by giving written notice thereof to the Authority, the Metropolitan Government and the EBDA. Such resignation shall become effective following such written notice upon the earlier of the appointment by the Authority of a successor Escrow Agent that accepts the appointment and agrees to be bound by the provisions of this Agreement or the expiration of 10 days thereafter. Upon the effectiveness of such resignation, all duties of the Escrow Agent so resigning shall cease. The Authority shall have the right to terminate the appointment of the Escrow Agent hereunder by giving 30 days written notice thereof to the Escrow Agent, specifying the date upon which such termination shall take effect. A condition precedent to such termination shall be the designation of a successor Escrow Agent that has accepted the appointment and agreed to be bound by the provisions of this Agreement. In event of such termination, the Escrow Agent shall turn over and deliver to such successor Escrow Agent the Escrow Fund, and any other sums and the records and instruments held by it under this Agreement. Notwithstanding anything in the Section 7 to the contrary, the appointment of a successor Escrow Agent shall be subject to the prior written approval of the Director of Finance of the Metropolitan Government and the Chief Executive Officer of the EBDA, which approval shall not be unreasonable delayed or withheld.

8. NOTICES. All notices and other communications pursuant to this Escrow Agreement shall be in writing and shall be deemed given if delivered personally, sent by a nationally recognized overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by facsimile (followed with a copy sent by courier or registered or certified mail) to the parties at the following addresses (or at such other address for a party as shall be specified by notice hereunder):

To the Authority:

The Convention Center Authority of the
Metropolitan Government of Nashville
and Davidson County
201 Rep. John Lewis Way South
Nashville, Tennessee 37203
Attn: Chief Executive Officer

To the EBDA:

The East Bank Development Authority of the
Metropolitan Government of Nashville
and Davidson County
730 President Ronald Reagan Way, Suite 103
Nashville, Tennessee 37210

To the Metropolitan Government:

The Metropolitan Government of Nashville
and Davidson County
Finance Department
1 Public Square, Suite 106
Nashville, Tennessee 37201
Attention: Director of Finance

To the Escrow Agent:

Regions Bank
1600 Division Street – 9th Floor
Nashville, Tennessee 37203
Attn: Corporate Trust

All such notices and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of delivery by nationally recognized overnight courier, on the business day following dispatch, (c) in the case of mailing, on the third business day following such mailing, and (d) in the case of a facsimile, when the party receiving such facsimile shall have confirmed receipt of the communication (or when the copy sent by courier or registered or certified mail shall have been deemed to have been received pursuant to clause (a), (b) or (c)).

9. SUCCESSORS AND ASSIGNS; THIRD PARTY BENEFICIARIES. This Escrow Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Escrow Agreement is solely for the benefit of the parties hereto, the Metropolitan Government and the EBDA, each of which shall be entitled to fully enforce the performance of this Escrow Agreement in accordance with its terms, and no provision hereof shall be deemed to confer upon any other person or party any remedy, claim, liability, cause of action or other right.

10. GOVERNING LAW. This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee applicable to contracts made and to be performed wholly within such state.

11. ESCROW FEES. The EBDA shall be responsible for the Escrow Agent's fees, as set forth as Exhibit B hereto.

12. PREVAILING PARTY. In the event of any dispute that results in a suit or other legal proceeding to construe or enforce any provision of this Agreement or because of an alleged breach, default or misrepresentation in connection with any of the provisions of this Agreement, the parties agree that the prevailing party or parties (in addition to all other amounts and relief to which such party or parties may be entitled) shall be entitled to recover reasonable attorneys' fees and other costs incurred in any action or proceeding.

13. COUNTERPARTS. This Escrow Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original hereof, but all of which together shall constitute one agreement.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Escrow Agreement to be effective as of the day and year first above written.

THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: ________________________________

Name: _____________________________

Its:_________________________________

REGIONS BANK

By: ________________________________

Name: _____________________________

Its:_________________________________

The East Bank Development Authority hereby joins this Escrow Agreement for the purpose of agreeing to the provisions of Section 11 hereof, regarding the payment of the Escrow Agent's fees:

EAST BANK DEVELOPMENT AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: ________________________________

Name: _____________________________

Its:_________________________________

EXHIBIT A

EBDA REQUSITION

The undersigned, the Chief Executive Officer of the East Bank Development Authority of the Metropolitan Government of Nashville and Davidson County (the “EBDA”), hereby submits the following requisition for disbursement per the information listed on Schedule I from that certain Escrow Fund established under and pursuant to the terms of the Escrow Agreement dated as of _________, 2026 between The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County and Regions Bank, as escrow agent:

(A) Escrow Fund Requisition Number: ___

(B) Escrow Fund Requisition Amount: $__________________

(C) The undersigned hereby certifies that the amount set forth above has been incurred, and the requested disbursement set forth above is a proper charge against the Escrow Fund for a capital cost of the public infrastructure project located within the geographic boundaries of the EBDA and described in Schedule I, and no disbursement therefor has previously been paid from funds in the Escrow Fund.

Dated: ___________, 20___

East Bank Development Authority of the Metropolitan Government of Nashville and Davidson County

By: ____________________________________

Name: __________________________________

Title: Chief Executive Officer

Approved:

____
Director of Finance of The Metropolitan Government of Nashville and Davidson County

SCHEDULE I
DISBURSEMENT SCHEDULE

Amount: ________________________

Public Infrastructure Cost Description: ________________________

Wiring Instructions:
Bank Name: ____
Bank Address: ____
Bank ABA: ____
Account Number: ____
Account Address: ____
Reference: ____

EXHIBIT B

ESCROW AGENT SCHEDULE OF FEES