

CAMPUS OPERATIONS AND USE AGREEMENT

by and among

TFC NASHVILLE DEVELOPMENT LLC

and

TENNESSEE STADIUM, LLC

and

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Dated November 13, 2024

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EXHIBIT A:	Glossary of Defined Terms and Rules of Usage
EXHIBIT B:	Campus Property
EXHIBIT C:	Stadium Site
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CAMPUS OPERATIONS AND USE AGREEMENT

THIS CAMPUS OPERATIONS AND USE AGREEMENT (this “Agreement”) is made as of November 13, 2024 (the “Effective Date”), by and among **TFC NASHVILLE DEVELOPMENT LLC**, a Delaware limited liability company (“IDA Developer”), **TENNESSEE STADIUM, LLC**, a Delaware limited liability company (“StadCo”) and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (“Metro”). IDA Developer, StadCo and Metro collectively are referred to herein as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

WHEREAS, Metro, the Authority and StadCo entered into that certain Site Coordination Agreement dated as of August 25, 2023 (the “Original SCA”), to set forth certain agreements with

respect to (A) the provision and maintenance of parking facilities for the benefit of the Stadium and, while it remains in operation, the Existing Stadium, (B) the development, design, construction and operation of the Campus at the direction of Metro, and the coordination thereof with the construction of the Stadium and related improvements, and (C) the respective rights and obligations of Metro, the Authority and StadCo with respect to the use and operation of the Campus;

WHEREAS, Metro has engaged the IDA Developer to develop those portions of the Campus identified on **Exhibit E** as the “initial development area” (the “Initial Development Area”), and Metro and IDA Developer have entered into that certain Master Development Agreement dated as of the date hereof (the “IDA Development Agreement”), whereby IDA Developer and/or one or more IDA Ground Tenants will develop the Initial Development Area, as applicable, pursuant to the IDA Development Agreement and one or more long-term ground leases to be entered into as provided in the IDA Development Agreement (each, as it may be amended from time to time in accordance with its terms, an “IDA Ground Lease”);

WHEREAS, within the Initial Development Area, there are parcels generally identified on **Exhibit E** as Parcel B (“IDA Parcel B”), Parcel C (“IDA Parcel C”) and Parcel D (“IDA Parcel D”), the final boundaries to which will be established pursuant to the IDA Development Agreement;

WHEREAS, adjacent to IDA Parcel C and the Stadium Site, there is an area designated on **Exhibit F** as the Second Street Plaza (the “Second Street Plaza Site”), the final boundaries of which will be established pursuant to the Declaration (defined below), that is excluded from the Initial Development Area and will be designed and constructed by StadCo as an open air plaza (the “Second Street Plaza”) pursuant to the Stadium Development Agreement;

WHEREAS, to set forth certain agreements regarding the Parties’ respective rights and obligations relative to the operation and use of the Initial Development Area and the Second Street Plaza (i) the Parties are executing and entering into this Agreement, and (ii) Metro has executed and recorded that certain Declaration of Easements, Restrictions and Covenants for the Stadium Plaza, Parcels B and C, East Bank, dated as of the date hereof (the “Declaration”);

WHEREAS, adjacent to IDA Parcel B and the Stadium Site, there is an area designated on **Exhibit G** as the Parcel B Easement Area (the “Parcel B Easement Area”), the final boundaries of which will be established pursuant to the Declaration, upon which area the Declaration will create certain easements for encroachment, access and use for the benefit of StadCo;

WHEREAS, Metro and StadCo have executed that certain First Amended and Restated Site Coordination Agreement dated as of even date herewith (the “First Amended SCA”) to reflect, among other things, that the rights and responsibilities of the IDA Developer and tenants under the IDA Ground Leases with respect to the subject matter of the Original SCA are no longer set forth therein but are instead set forth exclusively in this Agreement.

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

AGREEMENT

ARTICLE 1 GENERAL TERMS

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

Section 1.2 IDA Developer's Rights and Obligations. Any rights or obligations of the IDA Developer contained in this Agreement specific to the facilities upon, and business activities conducted upon, a particular parcel shall only commence for any such parcel upon the execution of the IDA Ground Lease for such parcel. Pending such execution, Metro shall have such obligations. For avoidance of doubt, from and after the Execution Date, IDA Developer shall have all other rights and obligations described herein as those of IDA Developer, including without limitation those set forth in Articles 5, 6 and 8.

Section 1.3 IDA Developer's Assignment of Specific Rights and Obligations to IDA Ground Tenant

(a) Organization. Upon execution of each IDA Ground Lease, Metro shall assign the rights and obligations under this Agreement specific to the facilities upon, and business activities conducted upon, the applicable parcel (an "IDA Parcel") to the IDA Ground Tenant under such IDA Ground Lease, and shall cause such IDA Ground Tenant (other than IDA Developer) to execute a joinder agreement relating to, and assuming, all obligations of Metro and the IDA Developer hereunder specific to the facilities upon, and business activities conducted upon, the subject IDA Parcel (excluding, unless specifically provided in a joinder agreement, the obligations of the IDA Developer set forth in Articles 5, 6 and 8). Thereafter, such IDA Ground Tenant shall be a Party to this Agreement and shall be solely responsible for the compliance of such IDA Parcel with the obligations under this Agreement specific to the facilities upon, and business activities conducted upon, the subject IDA Parcel, and Metro and the IDA Developer shall thereafter have no responsibility or liability for such compliance with respect to the obligations assigned to the IDA Ground Tenant for such IDA Parcel; provided, upon the expiration or any earlier termination of any IDA Ground Lease, the rights and obligations specific to the facilities upon, and business activities conducted upon, such IDA Parcel shall revert to Metro; provided however, Metro shall not have any liability for any noncompliance with any obligations by the IDA Ground Tenant that occur prior to the expiration or any earlier termination of any IDA Ground Lease; and provided, further, Metro shall reasonably cooperate with StadCo to enforce the obligations of such IDA Ground Tenant under this Agreement. Upon assignment of an IDA Ground Tenant's interest under any IDA Ground Lease to an assignee (an "IDA Ground Tenant Assignee"), the IDA Ground Tenant shall assign the rights and obligations under this Agreement specific to the facilities upon, and activities conducted upon, the subject IDA Parcel to such IDA Ground Tenant Assignee, and shall cause such IDA Ground Tenant Assignee to execute a joinder agreement (in form and substance acceptable to Metro) relating to, and assuming, all obligations of the IDA Ground Tenant hereunder specific to the facilities upon, and business activities conducted upon, the subject IDA Parcel. Thereafter, such IDA Ground Tenant Assignee shall be a Party to this Agreement and shall be solely responsible for the compliance of such IDA Parcel

with the obligations under this Agreement specific to the facilities upon, and business activities conducted upon, the subject IDA Parcel (and shall be deemed to constitute an IDA Ground Tenant for purposes of this Agreement), and the assigning IDA Ground Tenant shall thereafter have no responsibility for such compliance with respect to such IDA Parcel. Neither the IDA Developer, nor the IDA Ground Tenant nor the IDA Ground Tenant Assignee shall be responsible for the compliance or non-compliance of any IDA Parcel, except for the one which is the subject of its IDA Ground Lease, with the terms of this Agreement. Upon entering into an IDA Ground Lease (and the joinder described above), Metro shall notify StadCo of such IDA Ground Lease, which notice will identify the applicable IDA Parcel and the name, contact information and notice address of the IDA Ground Tenant, and thereafter such IDA Ground Tenant will be entitled to receive all notices under this Agreement which affect its IDA Parcel. Upon each assignment to an IDA Ground Tenant Assignee (and such IDA Ground Tenant Assignee's entry into the joinder described above), the IDA Ground Tenant shall notify Metro and StadCo of such assignment, which notice will identify the applicable IDA Parcel and the name, contact information and notice address of the IDA Ground Tenant Assignee, and thereafter such IDA Ground Tenant Assignee will be entitled to receive all notices under this agreement which affect its IDA Parcel. Upon reversion to the landlord under any IDA Ground Lease of the rights and obligations hereunder specific to the facilities upon, and business activities conducted upon, an IDA Parcel, Metro shall notify StadCo of such reversion, which notice will identify the applicable IDA Parcel.

(b) Common Areas. IDA Developer may create an entity to maintain and operate certain of the common areas in the Initial Development Area or within the public realm ("Common Areas") on behalf of the individual IDA Ground Tenants. This Common Area Entity ("CAE") shall have the right and ability under its governing documents to assess the ground tenants for the expenses of managing and operating the Common Areas and the right and ability to impose liens on the building parcels for non-payments of such assessments. The CAE may own or lease portions of the Common Areas, and the IDA Developer and its individual IDA Ground Tenants may convey or assign such lessee's rights with respect to any such Common Areas. Upon such conveyance or assignment, the IDA Developer or the applicable IDA Ground Tenant, as applicable, shall cause such CAE to execute a joinder agreement relating to, and assuming, all obligations of the IDA Developer or such IDA Ground Tenant, as applicable, hereunder with respect to the subject Common Area. From and after any such conveyance or assignment of any Common Areas or public realm maintenance obligations, the CAE, and not the IDA Developer or the applicable IDA Ground Tenants or IDA Ground Tenant Assignees, shall be responsible for the maintenance and operation obligations under this Agreement with respect to such areas; provided, the applicable IDA Ground Tenants or IDA Ground Tenant Assignees shall reasonably cooperate with StadCo to enforce the obligations of such CAE under this Agreement. The obligation of the applicable IDA Ground Tenants with respect to maintenance and operations will be limited to their obligations to contribute to the costs of undertaking such maintenance or performing such obligations under the terms of the CAE's organizational documents. Upon any such conveyance or assignment of rights with respect to such Common Areas, the IDA Ground Tenant and IDA Developer shall notify Metro and StadCo of such assignment or conveyance, which notice will identify the applicable Common Area and the name, contact information and notice address of the CAE. Notwithstanding anything in this Section 1.3(b) to the contrary, the creation of the CAE and any assignment, conveyance or other transfer of any rights to any such CAE shall in all respects be subject to Metro's prior written approval which Metro may grant or withhold in Metro's sole

and exclusive discretion, and nothing herein shall be deemed or construed as Metro's consent or approval thereto.

(c) Nothing in this Section 1.3 is intended to relieve the IDA Developer from its responsibilities as a participant of the CCC, and to participate in the matters described in Articles 5, 6 and 8 of this Agreement.

REPRESENTATIVES OF THE PARTIES

Section 2.1 Metro Representatives. Metro hereby designates the Metropolitan Mayor (or such other persons as the Metropolitan Mayor may designate in writing from time to time) to be its authorized representative pursuant to this Agreement (the "Metro Representative"). Any written Approval, decision, confirmation or determination of the Metro Representative shall be binding on Metro, except in those instances in which this Agreement specifically provides for the Approval, decision, confirmation or determination of the Metro Council; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the Metro Representative shall not have any right to modify, amend or terminate this Agreement, and in all cases Section 12.22 shall apply.

Section 2.2 StadCo Representative. StadCo hereby designates the Chief Operating Officer of StadCo to be the representative of StadCo (the "StadCo Representative"), and shall have the right, from time to time, to change the individual who is the StadCo Representative by giving at least ten (10) days' prior written Notice to Metro and the IDA Developer thereof. With respect to any action, decision or determination to be taken or made by StadCo under this Agreement, the StadCo Representative shall take such action or make such decision or determination or shall notify Metro and the IDA Developer in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Any written Approval, decision, confirmation or determination hereunder by the StadCo Representative shall be binding on StadCo; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the StadCo Representative shall not have any right to modify, amend or terminate this Agreement.

Section 2.3 IDA Developer Representative. IDA Developer hereby designates the President of the IDA Developer to be the representative of the IDA Developer (the "IDA Developer Representative"), and shall have the right, from time to time, to change the individual who is the IDA Developer Representative by giving at least ten (10) days' prior written Notice to Metro and StadCo thereof. With respect to any action, decision or determination to be taken or made by the IDA Developer under this Agreement, the IDA Developer Representative shall take such action or make such decision or determination or shall notify Metro and StadCo in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Any written Approval, decision, confirmation or determination hereunder by the IDA Developer Representative (acting solely in his or her capacity as the IDA Developer Representative) shall be binding on the IDA Developer; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the IDA Developer Representative shall not have any right to modify, amend or terminate this Agreement.

ARTICLE 3 TERM

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

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

ARTICLE 4 REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Authorization. StadCo has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by StadCo have been duly and fully

authorized and approved by all necessary and appropriate action, and a true, complete, and certified copy of the authorizing resolutions has been delivered to the IDA Developer and Metro. This Agreement has been duly executed and delivered by StadCo. The individual executing and delivering this Agreement on behalf of StadCo has all requisite power and authority to execute and deliver the same and to bind StadCo hereunder.

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

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

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

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

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

ARTICLE 5 GENERAL CAMPUS COORDINATION PROVISIONS; CAMPUS COORDINATION COMMITTEE

Section 5.1 General Considerations. IDA Developer, Metro and StadCo have a mutual interest in facilitating coordination with respect to (i) the exchange of information regarding the

operation and use of the Stadium, the Second Street Plaza, the Initial Development Area and the rest of the Campus and (ii) the activation of the Second Street Plaza by the Parties.

Section 5.2 Formation of Campus Coordination Committee. IDA Developer, Metro and StadCo agree to appoint a Campus Coordination Committee (the “CCC”) to, among other things, consult with and advise the IDA Developer, Metro and StadCo in connection with logistical and coordination issues with respect to (i) the exchange of information regarding the management and operation of activities at the Stadium and (ii) the events at the Second Street Plaza. The CCC shall consist of three (3) members, one (1) of which will be selected by IDA Developer, one (1) of which will be selected by Metro and one (1) of which will be selected by StadCo. The IDA Developer, Metro and StadCo may each remove and replace its member(s) and select alternates at its discretion and at any time so long as the ratio of representation among IDA Developer, Metro and StadCo remains 1:1:1. The Parties agree that no person shall be selected to serve as a member of the CCC if the participation of such person would cause the meetings of the CCC to be subject to the Open Meetings Act, Tennessee Code Annotated Section 8-44-101, *et seq.*

Section 5.3 Purpose. The purpose of the CCC is (i) to keep IDA Developer, Metro and StadCo reasonably informed on Stadium operational activities and reasonably coordinated on issues affecting the Second Street Plaza, the Initial Development Area and other portions of the Campus, including, without limitation, scheduling, planning, communications, staffing, traffic control, parking, and access with respect to activities at the Stadium and corresponding events at the Second Street Plaza and the allocation of resources among events and other activities at different areas within the Campus; and (ii) to provide a meaningful forum in which the Parties may voice their opinions and recommendations regarding the same (“Campus Coordination”). The CCC will develop initial operational principles and guidelines applicable to Campus Coordination and its decision-making process and outcomes no later than the date that is six (6) months prior to the first Stadium Event, which initial principles and guidelines may be modified by the CCC from time to time during the term of this Agreement.

Section 5.4 Campus Coordination Meetings and Procedures. The CCC shall hold Campus Coordination meetings on a date and at a time and place mutually agreeable to the members of the CCC. At the first meeting of the CCC, the CCC shall establish mutually acceptable regular meeting dates which shall initially be no less than once per month, notice requirements for meetings, procedures for the conduct of meetings (which may include the conduct of meetings by telephone and/or virtual platform such as Zoom and quorum requirements), procedures for voting and making recommendations to the IDA Developer, Metro and StadCo and such other procedures as the CCC members deem appropriate and as otherwise necessary to implement the requirements of this Section 5.4 (“CCC Procedures”). One Person, who may but shall not be required to be a member of the CCC, shall be designated by the CCC to maintain minutes of all meetings.

(a) The CCC shall elect a Chair from one of its members to preside over its meetings. CCC meetings may include, in addition to duly selected members of the CCC, any other Persons invited by the IDA Developer, Metro or StadCo to facilitate Campus Coordination, subject to advance written notice pursuant to CCC Procedures. However, at the request of a singular CCC member in writing, a meeting shall be attended only by the three CCC members. Any other Persons invited to attend the CCC meetings by the IDA Developer, Metro or StadCo who are not

members of the CCC will not have any voting rights on matters presented to the CCC for approval, but will have full rights to otherwise participate in the meetings.

(b) All information discussed or generated at a CCC Meeting shall be held by the CCC members and the Parties (and the CCC members and the Parties shall cause any other persons who attend the CCC meetings to hold such information) as confidential information to the maximum extent allowable under Tennessee law, unless all CCC members agree in writing that specified information may be disclosed to third parties. Information discussed or generated at a CCC Meeting may be disseminated among the employees of a Party (by such Party's CCC member) as reasonably necessary to implement coordination objectives contemplated by this Agreement. However, a singular CCC member may designate in writing, pursuant CCC Procedures, that specified information be disclosed only to officers and executives of a Party. Notwithstanding anything herein, Metro shall have the right to disclose to the Metro Council and any other governmental authorities and/or representatives thereof any information discussed or generated at a CCC Meeting including, without limitation, any disclosure to keep elected officials reasonably informed about the CCC's activities.

(c) CCC meeting agendas will include, but not be limited to, the discussion and formalization of the framework for logistical considerations applicable to Campus Coordination for activities at the Stadium and StadCo Plaza Events and other Plaza Events within the ensuing seven (7) day, four (4) week and twelve (12) month time periods and as otherwise suggested by StadCo, Metro or the IDA Developer. The following topics are a suggested list of subjects to guide the CCC regarding meeting agendas but are not meant to be prescriptive in nature (in addition, the listing of any such topics below does not suggest that this Agreement (or any other applicable Project Document) does not govern such matters to the extent addressed herein (or in such other applicable Project Document) or that the CCC has any authority to modify or waive any of the terms of this Agreement (or of any such other Project Documents), and Section 12.22 shall apply in all instances:

(i) General overview of all events on the Second Street Plaza ("Plaza Events") and/or events in the Stadium that would affect the Initial Development Area, including without limitation, areas of use, times of use, types of use and expectations of event organizers and promoters.

(ii) Review of Operating Plans and Traffic Plans for all Stadium Events, Special Stadium Events and Plaza Events.

(iii) Creation and implementation of a plan for Campus Coordination external messaging by both StadCo and the IDA Developer for all StadCo Plaza Events and other Plaza Events, which may include topics such as methods for communicating with external stakeholders, such as IDA Ground Tenants, their respective subtenants, operators, licensees, concessionaires, contractors and service associates, other Initial Development Area occupants and visitors, the general public and neighboring businesses.

(iv) Pedestrian flow management and coordination within the Initial Development Area for all Stadium Events, Special Stadium Events and Plaza Events, which may include topics such as- safety and security of all common areas on the Initial Development Area

to include plazas, crosswalks, walkways, vertical connections (elevators and escalators), crowd control equipment, temporary directional signs, staffing and hours of operation, it being understood and agreed that, among other considerations, the pedestrian bridge/walkway shall never be closed or restricted by the IDA Developer or any IDA Ground Tenant without Metro's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, except for temporary closures or restrictions in the event of an emergency, for which no consent by Metro shall be required.

(v) Stadium Events, Special Stadium Events and Plaza Events programming coordination, which may include topics such as establishing the appropriate Stadium Event Operational Period (if applicable), the recommendation of locations (including locations for temporary and event-related directional signage), set up times for activities outside the Stadium, programming operations for activities outside the Stadium and the times and processes for dismantling of any temporary displays, exhibits, sponsorship activation, and free speech areas outside of the Stadium. Stadium Events, Special Stadium Events and Plaza Events programming coordination may also include security and public safety coordination (medical and traffic management), grounds/landscaping maintenance personnel, electricians and general maintenance staff, third party contractors (as needed), equipment setup and dismantling responsibilities, custodial responsibilities and logistics of police escorts for cash handling, each as applicable to Campus Coordination.

(d) As required to facilitate coordination, the CCC members may choose to document specific event related Campus Coordination decisions will be documented by a master checklist of staffing and equipment, provided that such checklist is not intended to constitute a legally binding agreement and shall not be deemed or construed as a waiver or amendment of any terms of this Agreement (or of any other applicable Project Documents).

(e) To the extent a plan for a Plaza Event or series of Plaza Events is repetitive or substantially similar for such Plaza Events, a CCC member will only provide such plan at the beginning of each yearly CCC session (as defined in the CCC Procedures), subject to material changes or other material impacts on the Initial Development Area and/or any other areas of the Campus.

(f) All Campus Coordination meetings will have minutes and recommendations, if any, with respect to proposed Operating Plans and/or Traffic Plans, as applicable, that were discussed at the meeting. Subject to the confidentiality provisions of Section 5.4(b), such minutes will be recorded by a staff member and will be distributed to members of the CCC and designated management staff (and to any Plaza User to the extent relating to a Plaza Event to be held by such Plaza User) for review and comment promptly following conclusion of the meeting; provided, however, in no event shall such meeting minutes or any recommendations therein be deemed or construed as an amendment or waiver of any of the terms of this Agreement (or of any other applicable Project Documents).

(g) The CCC shall not be permitted to disapprove the proposed Operating Plan and/or Traffic Plan for any reason other than the plan does not comply with the requirements of this Agreement or any other applicable Project Documents, any Applicable Laws, or the then applicable operational principles and guidelines applicable to Campus Coordination.

Section 5.5 Authority. All recommendations of the CCC to the IDA Developer, Metro and StadCo shall be non-binding unless such recommendations are memorialized in writing and executed by one member of the CCC appointed by IDA Developer, one member appointed by Metro and one member appointed by StadCo, subject to modifications approved by the CCC in order to comply with NFL Rules and Regulations (which approval will not be unreasonably withheld) and modifications approved by the CCC in order to comply with the requirements to host a Special Stadium Event (which approval will not be unreasonably withheld). Notwithstanding any recommendations memorialized in writing and executed by members of the CCC, Section 12.22 shall apply in all instances.

Section 5.6 Dispute Resolution. It is the Parties' intent that any dispute between the Parties arising under this Agreement or with respect to Campus Coordination generally shall be resolved pursuant to Article 11, subject, in all instances, to Section 12.22.

ARTICLE 6 EVENT PLANNING AND COORDINATION

Section 6.1 General Considerations. The Parties have agreed upon the Booking Priority System, as set forth below, to govern certain of the priorities and procedures for booking Plaza Events. As soon as practical, but in no event later than six (6) months after the Effective Date, StadCo will propose to the CCC a comprehensive booking policy for Plaza Events, including event policies/procedures, the appropriate advance notice period for booking events and such other activities customarily found in Comparable Plaza Facilities (the "Plaza Booking Policy"); provided that the Plaza Booking Policy will incorporate the Booking Priority System set forth below. Prior to any use of the Second Street Plaza by any Person for a Plaza Event other than with respect to a StadCo Plaza Event or a Metro Plaza Event, StadCo shall require such Person to enter into a Plaza Event License Agreement in a form acceptable to StadCo (each a "Plaza Event License Agreement") which such Plaza Event License Agreement shall require the Plaza User to save, indemnify and hold Metro harmless from any and all liability (including, but not limited to, liability for reasonable attorney's fees, fines, and penalties) and any injury, loss, expense or damage to person or property arising out of any cause associated with such use of the Second Street Plaza, all in a form approved by Metro and may require such Plaza User to obtain reasonable insurance coverage pursuant to a schedule of insurance coverages for Plaza Users, as reasonably (and mutually) determined by StadCo and Metro for Plaza Users from time to time.

Section 6.2 Master Calendar. StadCo will maintain, or cause to be maintained, an online master calendar (the "Master Calendar") of (i) all upcoming StadCo Plaza Events for which a StadCo Plaza Event Notice has been delivered and (ii) all upcoming Plaza Events booked in accordance with the Plaza Booking Policy. The Master Calendar shall be accessible by the duly appointed members of the CCC and will identify the dates of all such Plaza Events and other relevant information relating thereto (e.g., contact information for the applicable event organizers and promoters, the expected starting and ending times and areas of use, etc.).

Section 6.3 Designation of Plaza Events. Plaza Events shall be designated in accordance with the following procedure:

(a) Booking Priority System. The booking priority system for Plaza Events will be as follows (the “Booking Priority System”):

(i) StadCo Plaza Events will have a first priority and superior right to use the Second Street Plaza (without the necessity of executing a Plaza Event License Agreement with respect thereto), and in no event shall any Plaza Events be booked at any time that would conflict with use of the Second Street Plaza in connection with a StadCo Plaza Event.

(ii) Metro Plaza Events will have the second highest priority for booking of the Second Street Plaza. Metro shall provide StadCo with at least seventy (70) days’ prior written notice of its intent to book the Second Street Plaza for a Metro Plaza Event with respect to which no conflict with a StadCo Plaza Event exists. If Metro complies with the foregoing notice requirements, StadCo may not reschedule a Metro Plaza Event for a subsequently scheduled StadCo Plaza Event except for a StadCo Plaza Event pertaining to a Stadium Event or a Special Stadium Event and provided that StadCo gives Metro at least thirty (30) days’ advance written notice of same (unless thirty (30) days’ advance written notice is not practicable under the circumstances, in which case StadCo will give Metro as much advance written notice as reasonably practicable).

(iii) All other Plaza Events will have the third highest priority for booking of the Second Street Plaza. The user of the Plaza for such Plaza Event shall provide StadCo with at least sixty (60) days’ prior written notice of its intent to book the Second Street Plaza for a Plaza Event with respect to which no conflict with a StadCo Plaza Event or Metro Plaza Event exists. If such user complies with the foregoing notice requirements, StadCo may not reschedule such Plaza Event booking for a subsequently scheduled StadCo Plaza Event unless StadCo provides such user with at least thirty (30) days’ advance written notice that it has a material need for use of the Plaza for a StadCo Plaza Event.

(b) Booking of StadCo Plaza Events.

(i) Within thirty (30) days after the Team’s then upcoming NFL Season schedule is set and made public by the NFL, StadCo shall deliver a StadCo Plaza Event Notice to the CCC regarding all Team Games scheduled for such NFL Season as of such date with the dates and expected starting and ending time and the expected areas of use of the Second Street Plaza (if less than all) for each such Team Game (it being understood that such Team Games are subject to change based on then-current NFL Rules and Regulations). StadCo shall provide to the CCC additional StadCo Plaza Event Notices for rescheduled Team Games not less than two (2) days before each such Team Game. StadCo Plaza Events other than Team Games shall be designated in one or more additional StadCo Plaza Event Notices delivered by StadCo to the CCC as soon as reasonably practicable after each such StadCo Plaza Event is scheduled (or rescheduled) with the dates and expected starting and ending time and expected areas of use of the Second Street Plaza for each such StadCo Plaza Event. StadCo shall provide to the CCC additional notices for any other events StadCo intends to schedule for the Second Street Plaza as soon as reasonably practicable after each such StadCo Plaza Event is scheduled (or rescheduled) with the dates

and expected starting and ending time and expected areas of use of the Second Street Plaza for each such StadCo Plaza Events.

(ii) On or before each June 1 of each calendar year, StadCo shall submit to Metro a list of no fewer than forty (40) dates, which shall be reasonably disbursed both (A) throughout the calendar year and (B) throughout the days of the week (“Metro-Available Dates”) on which the Second Street Plaza would be available for a Metro Plaza Event to be scheduled pursuant to this Section 6.3(b) and Section 6.3(c) during the period beginning on the immediately succeeding August 10 and ending on August 9 of the following calendar year. Until such Metro-Available Dates are released as set forth below, StadCo shall not commit the Second Street Plaza for any StadCo Plaza Event that does not pertain to a Stadium Event or a Special Stadium Event without first obtaining Metro’s prior written consent. Any Metro-Available Date on which a Metro Plaza Event has not been scheduled pursuant to Section 6.3(c) at least seventy (70) days prior to such Metro-Available Date shall be released to StadCo for scheduling without further notice or action.

(c) Booking for Metro Plaza Events. If Metro wishes to book the Second Street Plaza for a Metro Plaza Event on a date and time that does not conflict with a StadCo Plaza Event, Metro must submit requests for the applicable date and space holds and all booking status changes to the designated StadCo staff via approved forms or approved electronic methods. Confirmation of the booking request for a Metro Plaza Event will be transmitted back to Metro via approved forms and will reflect status of the requests (e.g., tentatively scheduled, finally confirmed, cancellations, etc.). All such booking requests for a Metro Plaza Event will take priority over all other Plaza Events except a StadCo Plaza Event. Metro shall be entitled to successfully schedule not more than twenty (20) Metro Plaza Events in any calendar year (in addition to, for the avoidance of doubt, any use of the Second Street Plaza in conjunction with any Special Stadium Event). Any events requested by Metro to be scheduled in excess of such twenty (20) events and such Special Stadium Events shall instead be treated as a Separate Event, as described in subsection (d) below.

(d) Booking for Other Plaza Events. If Metro or the IDA Developer (or any other Persons, subject to the approval of Metro, the IDA Developer and StadCo) wish to book the Second Street Plaza for a Plaza Event on a date and time that does not conflict with a StadCo Plaza Event or a Metro Plaza Event (a “Separate Event”), StadCo, Metro, the IDA Developer or any other Person must submit a request for the applicable date and space holds and all booking status changes to the designated StadCo staff via approved forms or approved electronic methods. Confirmation of all Separate Event booking request submissions will be transmitted by StadCo back to the Party or Person submitting the request via approved forms and will reflect status of the requests (e.g., tentatively scheduled, finally confirmed, cancellations, etc.). All such Separate Event booking requests will be prioritized on a first-come first-serve basis.

(e) Booking Conflicts. In the event of any booking conflicts, (i) any Separate Event will always be rescheduled in order to accommodate a StadCo Plaza Event or a Metro Plaza Event; (ii) subject to 6.3(a)(ii), any Metro Plaza Event will be rescheduled in order to accommodate a StadCo Plaza Event; (iii) subject to Section 6.3(f), a scheduled Separate Event will have priority over a subsequent request for a conflicting Separate Event booking.

(f) In addition, StadCo and the CCC shall mutually agree in advance on the dates for all planned renovations and scheduled maintenance requiring a closure of the Second Street Plaza, absent exigent circumstances required for Stadium needs, health and safety requirements or otherwise required within certain timeframes as dictated by NFL Rules and Regulations,. provided, in all such cases, StadCo shall use commercially reasonable efforts to minimize closure of the Second Street Plaza and any interference with Plaza Events. Dates for all such planned renovations and scheduled maintenance shall be placed on the Master Calendar.

Section 6.4 Plaza Event User Fees; Plaza Event Operating Costs. Any Plaza User shall be responsible for providing traffic and crowd control, security, janitorial services, trash collection and disposal, event set up and tear down and all other event-related services, at its sole cost and expense, with respect to the use and operation of the Second Street Plaza during any Plaza Event scheduled by such Plaza User, including any cost to repair any damage (excluding ordinary wear and tear) to the Second Street Plaza during the Plaza User's use of the Second Street Plaza. StadCo shall not charge a user fee for the use of the Second Street Plaza that exceeds StadCo's incremental costs for the operation and maintenance of the Second Street Plaza during a Plaza Event, and in no event shall StadCo be permitted to charge Metro a user fee with respect to a Metro Plaza Event.

Section 6.5 Plaza Event Operating Plan.

(a) Submission of Operating Plan. At least thirty (30) days prior to the commencement of any Plaza Event (except for Plaza Events booked within said thirty (30) day period with respect to which such information shall be submitted upon booking and except for StadCo Plaza Events to the extent they are substantially similar to prior StadCo Plaza Events), the Plaza User shall provide to the CCC with proposed plans for its activities on the Second Street Plaza ("Operating Plan"). The Parties also acknowledge that NFL Rules and Regulations may require modifications to Operating Plans after submission. The Plaza User shall consider the following information for inclusion in any Operating Plan, as may be reasonably necessary to facilitate coordination of activities and to avoid negative impacts on the Initial Development Area:

(i) A site plan showing locations of all exhibits, aisles and other Temporary Facilities within the Second Street Plaza;

(ii) Set-up information including tents, staging and similar requirements;

(iii) A plan indicating the design, nature and proposed location of all Temporary Facilities in the Second Street Plaza;

(iv) The name and address of, as applicable, of the exhibition service contractor, security contractor, and other Event Contractors to be utilized by the Plaza User; and

(v) The Traffic Plan submitted in accordance with Section 8.2 and other plans for providing traffic control, security, janitorial service, trash removal, clean up, tear down and other necessary services before, during and after the Event by the Plaza User.

(b) CCC Review of Operating Plan. The CCC shall review the Plaza User's Operating Plan at its next regularly scheduled or special called meeting for general conformance to this Agreement, any applicable Project Documents and any applicable Plaza Booking Policies then in effect. The Plaza User shall provide such additional planning information that the CCC may reasonably request for that review. The CCC may request that the Plaza User make reasonable changes to its Operating Plan to attain the safe and orderly operation of the Second Street Plaza in accordance with all Applicable Laws and substantial compliance, in all material respects, with this Agreement, any applicable Project Documents and any applicable Plaza Booking Policies then in effect, and any applicable NFL Rules and Regulations. If the CCC makes such request, the Plaza User who is conducting a Plaza Event will work with the CCC in good faith to resolve any objection to the Operating Plan, or update thereto, raised by the CCC. Once an Operating Plan is approved, the Plaza User may not make material changes in the approved Operating Plan without the CCC's consent, and the Plaza User shall conduct its operation of the applicable Plaza Event in substantial conformity with the Operating Plan reasonably approved by the CCC.

Section 6.6 Special Stadium Events. Any use of the Stadium for Special Stadium Events is governed by the Stadium Lease. The Parties agree to work together and with such other Persons as may be appropriate under the circumstances (e.g., the Nashville Convention & Visitors Corp., or any third-party event host entity (e.g., a local organizing committee)), in good faith, to determine rights, obligations and other parameters relative to the Campus with respect to Special Stadium Events, which may include an agreement that is comparable to Section 7.6(c), providing for protections of the sponsors or promoters of such Special Stadium Events from Ambush Marketing.

ARTICLE 7 CAMPUS USE AND OPERATIONS

Section 7.1 Second Street Plaza.

(a) The Parties acknowledge and agree that (i) StadCo is responsible for designing and constructing the Second Street Plaza at StadCo's sole cost and expense pursuant to the terms of the Stadium Development Agreement; and (ii) StadCo or its Affiliates shall (or shall cause the stadium manager or any other Person to) operate and maintain, at StadCo's sole cost and expense, the Second Street Plaza in a first class condition reasonably comparable to Comparable Plaza Facilities. Upon the completion of the Second Street Plaza, StadCo shall make the Second Street Plaza available for StadCo, Metro, the IDA Developer or any other Person authorized pursuant to Section 6.3(d) to conduct a Plaza Event, in each case subject to and in accordance with the terms of this Agreement, any applicable Project Documents and any Plaza Booking Policy then in effect.

(b) Except as expressly provided in this Agreement or any other applicable Project Documents, no fence, barrier or other structure obstructing pedestrian access over and across the Second Street Plaza to and from the Initial Development Area (except as required for the initial construction of improvements to the Second Street Plaza) shall be placed, kept, permitted or maintained upon the Second Street Plaza Site, without the prior written consent of the IDA Developer and StadCo. Notwithstanding the foregoing, temporary fencing or physical barriers may be utilized from time to time by a Plaza User to provide for crowd control and public

safety in connection with Plaza Events; provided, however, except as provided in this Agreement or any other applicable Project Documents (i) in no event shall any such temporary fencing or physical barriers be utilized in such a manner as to materially obstruct the visibility of or from or access to or from the improvements on IDA Parcel C to the Plaza or the Stadium, (ii) reasonable alternative access to and from the Initial Development Area shall be provided and (iii) all such temporary fencing or physical barriers shall be removed as soon as reasonably practicable following any applicable Plaza Event. Notwithstanding the foregoing, the prohibitions on fencing, barriers or other structures and temporary fencing or physical barriers contained in this Section 7.1(b) shall be subject and subordinate to NFL Rules and Regulations requiring temporary security fencing or barriers for Stadium Events, provided that (i) for Team Events, no opaque fencing shall be permitted; (ii) for Special Stadium Events that are subject to NFL Rules and Regulations, StadCo shall use commercially reasonable efforts to ensure that no opaque fencing will be utilized to obstruct the visibility of or from the improvements on IDA Parcel C to the Plaza or the Stadium; and (iii) reasonable alternative access to and from the Initial Development Area shall be provided for all Stadium Events.

(c) No events at the Second Street Plaza will be conducted in such a manner that would reasonably be expected to result in the loss of reasonable access to any of the buildings developed by IDA Developer within the Initial Development Area.

Section 7.2 Data Rights. Subject to compliance with Applicable Laws, StadCo shall have the exclusive right to exercise all StadCo's Data Rights with respect to, at, on or within all or any portion of the Stadium and the Second Street Plaza during Stadium Events (including, without limitation, during Special Stadium Events) and the related Stadium Operational Periods (except to the extent another Plaza User is using the Plaza during such period in accordance with the terms and conditions of this Agreement). Subject to compliance with Applicable Laws, any other Plaza User shall have the exclusive right to exercise all Plaza User's Data Rights with respect to, at, on or within all or any portion of the Second Street Plaza during a Plaza Event conducted by the Plaza User. Subject to compliance with Applicable Laws, the IDA Developer shall have the exclusive right to exercise all IDA Developer's Data Rights with respect to, at, on or within all or any portion of the Initial Development Area at all times. StadCo agrees to use commercially reasonable efforts not to intentionally over-broadcast its WIFI network serving the Stadium and the Second Street Plaza during Stadium Events so as to interfere with IDA Developer's Data Rights, and IDA Developer agrees to use commercially reasonable efforts -not to intentionally over-broadcast its WIFI network serving the Initial Development Area during Stadium Events so as to interfere with StadCo's Data Rights. Notwithstanding the foregoing, Plaza Users or their vendors shall have the exclusive right to exercise all Plaza User's Data Rights under their own point-of-sale systems.

Section 7.3 Commercial Rights. StadCo shall have the sole and exclusive right to exercise all StadCo's Advertising Rights, StadCo's Concession Rights and StadCo's Hospitality Rights at, on or within any portion of the Second Street Plaza with respect to Stadium Events during Stadium Event Operational Periods and those portions of temporary Advertising solely exploited during such Stadium Events within the Second Street Plaza, including, without limitation, the sole and exclusive right to operate, control and sell, and to retain all revenue from the foregoing. Subject to the terms and conditions of this Agreement (including, without limitation, Section 7.6 below), any other Plaza User shall have the exclusive right exercise all Plaza User's Advertising Rights, Plaza User's Concession Rights and Plaza User's Hospitality Rights at, on or within any portion of

the Second Street Plaza during a Plaza Event conducted by the Plaza User and those portions of temporary Advertising solely exploited during such Plaza Events within the Second Street Plaza, including, the sole and exclusive right to operate, control and sell, and to retain all revenue from the foregoing. Subject to the terms and conditions of this Agreement (including, without limitation, Section 7.6 below), the IDA Developer shall have the sole and exclusive right to exercise the IDA Developer's Advertising Rights, the IDA Developer's Concession Rights and the IDA Developer's Hospitality Rights at all times, including but not limited to during any Stadium Event Operational Period and during any Plaza Event. StadCo's temporary signage, concessions stands and video board shall not be located within the Second Street Plaza in a manner that materially obstruct the visibility of or from or access to or from the improvements on IDA Parcel B or IDA Parcel C to the Plaza or the Stadium.

Section 7.4 Digital Experiences and Assets. StadCo shall have the sole and exclusive right to control and monetize and grant to any other Person the right to control and monetize metaverse opportunities and other similar digital experiences now existing or hereafter developed at the Stadium and the Second Street Plaza or that relate to the Stadium or the Team, and to receive, retain and control all data related thereto. IDA Developer shall have the sole and exclusive right to control and monetize metaverse opportunities and other similar digital experiences now existing or hereafter developed at the at the Initial Development Area (excluding (i) any parking facility, if any, owned by Metro within the Initial Development Area or (ii) that relate to the Team, the Stadium or any Stadium Event). For the avoidance of doubt, if any commercial activities by IDA Developer are restricted or prohibited by this Agreement within the Second Street Plaza or the Initial Development Area, such commercial activities by IDA Developer shall be restricted or prohibited to a corresponding extent in any digital environment (as such environment may now exist or be hereafter developed).

Section 7.5 Integration of Technology. While the IDA Developer may pursue an independent technology solution if, after meeting in good faith, it determines that a joint approach is not practicable or in its best interest, IDA Developer shall use commercially reasonable efforts to integrate StadCo's technology partners in the course of the design, development and operations of IDA Parcel B and IDA Parcel C (excluding any parking facility, if any, owned by Metro on either IDA Parcel B or IDA Parcel C), to achieve coordinated mobile technology, which efforts may include participating in meetings with StadCo's technology partners and including such partners in requests for proposals and other similar opportunities to provide products and services for use throughout such areas to enhance the experience of being in such areas and endeavoring to achieve revenue and cost synergies.

Section 7.6 Advertising Limitations.

(a) Neither Metro, nor the IDA Developer, nor any IDA Ground Tenant shall market or sell, or permit to be marketed or sold, any IDA Advertising that (i) is disparaging toward any Premier Stadium Sponsor or (ii) advertises or promotes any competitive product or service within the categories of exclusivity granted by StadCo in connection with StadCo's Premier Stadium Sponsorships. In addition, neither Metro, nor the IDA Developer, nor any IDA Ground Tenant shall lease or sublease space to a tenant on IDA Parcel B, IDA Parcel C or IDA Parcel D for use by an automotive dealer or manufacturing company other than Nissan for the sale, lease, display or promotion of new or used vehicles so long as Nissan remains the Stadium Naming

Rights Sponsor (it being understood that if Nissan is no longer the Stadium Naming Rights Sponsor, the IDA Developer will work with StadCo in good faith to provide commensurate protection to a subsequent Stadium Naming Rights Sponsor, recognizing at a minimum that in the event the IDA Developer has previously leased space to a tenant on IDA Parcel B, IDA Parcel C or IDA Parcel D for a use that is in a category or categories for which each such subsequent Stadium Naming Rights Sponsor would have exclusivity (a “Preexisting Lease”), the Preexisting Lease shall be permitted for the term of the Preexisting Lease, including any renewal terms included in the Preexisting Lease). Notwithstanding anything to the contrary in this Agreement, neither Metro, nor the IDA Developer, nor any IDA Ground Tenant shall market or sell, or permit to be marketed or sold, any IDA Advertising that (i) is immediately facing or otherwise prominently visible from the Stadium Site or the Second Street Plaza, and (ii) that (A) is disparaging toward any Secondary Stadium Sponsor, or (B) advertises or promotes any competitive product or service within the categories of exclusivity granted by StadCo in connection with any Secondary Stadium Sponsorships.

(b) With respect to StadCo’s Premier Stadium Sponsorships and Secondary Stadium Sponsorships, StadCo will keep IDA Developer reasonably informed of (i) the category or categories of exclusivity that have been agreed upon by StadCo and any Premier Stadium Sponsor or Secondary Stadium Sponsor, and (ii) the identity of all Premier Stadium Sponsors and Secondary Stadium Sponsors, in each case by providing to IDA Developer, no less frequently than annually, a list of all such Premier Stadium Sponsorships and Secondary Stadium Sponsorships, which list shall include the names of the Premier Stadium Sponsors and Secondary Stadium Sponsors, the category or categories for which each such Premier Stadium Sponsor or Secondary Stadium Sponsor has exclusivity, and the date of termination of each such Premier Stadium Sponsorship or Secondary Stadium Sponsorship. In the event the identity of a Premier Stadium Sponsor or Secondary Stadium Sponsor changes after the IDA Developer has entered into a contract for any IDA Advertising that would otherwise be prohibited by Section 7.6(a) (a “Preexisting Contract”), the Preexisting Contract shall be permitted for the term of the Preexisting Contract, including any renewal terms included in the Preexisting Contract. In the event of the foregoing, the IDA Developer shall provide StadCo prompt written notice of (i) the Person party to the Preexisting Contract, (ii) the category or categories of exclusivity that conflict with the Premier Stadium Sponsorship or Secondary Stadium Sponsorship and (iii) the date of termination of the Preexisting Contract. IDA Developer agrees not to amend any Preexisting Contract to extend the initial terms or add any additional renewal terms following the receipt of the notification from StadCo of the change in the identity of a Premier Stadium Sponsor or Secondary Stadium Sponsor that conflicted with the Preexisting Contract.

(c) Metro, the IDA Developer and the IDA Ground Tenant, as applicable, shall use commercially reasonable efforts without the necessity to resort to litigation and without diminishing StadCo’s rights in law and equity, to protect the rights granted to StadCo under this Section 7.6, from intentional and obvious Ambush Marketing within the Initial Development Area, including without limitation, reasonably cooperating with StadCo to develop and implement a protection strategy to combat any such Ambush Marketing within the Initial Development Area. Without limiting the foregoing, the IDA Developer will reasonably cooperate with StadCo in the event StadCo determines to commence litigation to prevent or otherwise address Ambush Marketing in the Initial Development Area, provided such cooperation shall not require the IDA Developer to join or participate in any litigation. The Parties agree from time to

time to discuss in good faith additional actions to be taken to protect StadCo from Ambush Marketing within the Initial Development Area. IDA Developer will use commercially reasonable efforts to notify StadCo promptly in writing of IDA Developer becoming aware of any instances of Ambush Marketing located on the Initial Development Area.

(d) Notwithstanding anything to the contrary set forth in this Section 7.6, neither the IDA Developer nor any IDA Ground Tenant shall be responsible for any violation of any of the obligations of the IDA Developer contained in this Section 7.6 as the result of the actions of a tenant or invitee of the IDA Developer or any IDA Ground Tenant in any residential building or a customer or invitee in any hotel located within the Initial Development Area; provided, however, the IDA Developer shall use good faith efforts without the necessity to resort to litigation to implement appropriate policies and cause its tenants to implement appropriate policies to prevent any violations of this Section 7.6.

Section 7.7 Second Street Plaza Naming Rights. StadCo shall have the sole and exclusive right to sell to any Person (such Person, the “Plaza Naming Rights Partner”) and to retain all revenue from the sale of naming rights to the Second Street Plaza (the “Plaza Naming Rights”), provided that StadCo’s exercise of such Plaza Naming Rights shall be subject to the prior written approval of (i) the IDA Developer and Metro if the proposed exercise of the Plaza Naming Rights (A) violates any Applicable Law, (B) would reasonably cause embarrassment or disparagement the IDA Developer, its Affiliates or their tenants, or Metro (such as names containing slang, barbarisms, racial epithets, obscenities or profanity or names relating to any sexually-oriented business or enterprise or containing any overt political reference), or (C) contains the name of a state, city, or geographic designation that might be misleading or suggest that the Second Street Plaza is not located in Nashville, Tennessee, or (ii) the IDA Developer if the proposed exercise of the Plaza Naming Rights involves a direct competitor of any residential developer or hotel flag located on IDA Parcel C or IDA Parcel D or a direct brand name competitor of any retailer located on IDA Parcel C or IDA Parcel D whose premises faces the Second Street Plaza. The Parties acknowledge and agree that in connection with the foregoing, StadCo shall have the sole and exclusive right to grant category exclusivity to the Plaza Naming Rights Partner and grant the Plaza Naming Rights Partner the right to include permanent signage and other Advertising inventory within the Second Street Plaza (such rights, the “Plaza Naming Rights Partner Exclusive Rights”), and subject to any limitations imposed in connection with the hosting of any Special Stadium Events, StadCo and the Plaza Naming Rights Partner shall have no obligation to remove or obstruct the Plaza Naming Rights Partner Exclusive Rights during any Plaza User’s Plaza Event, and the Plaza Naming Rights Partner Exclusive Rights may remain visible and activated 365 days per year, unless otherwise directed by StadCo.

Section 7.8 Campus Sponsors. The IDA Developer, Metro and StadCo agree to negotiate in good faith with respect to the solicitation and formal engagement of any Person as a naming or similar sponsor of the Campus, excluding (for avoidance of doubt) the Stadium, the Second Street Plaza and the Initial Development Area (such Person, a “Campus Sponsor”) to collectively maximize revenue for the IDA Developer, Metro and StadCo with respect to such Advertising; provided, the decision to grant any rights to a Campus Sponsor shall be at the sole and absolute discretion of each Party, and any Campus Sponsor shall be subject to terms and conditions of this Agreement unless otherwise agreed by the Parties.

Section 7.9 Sports Betting and Casinos. Without StadCo’s prior written approval (such approval to be granted at StadCo’s sole discretion), neither the IDA Developer nor Metro nor any of their respective Affiliates shall grant the right to or otherwise authorize any Person to conduct, sell or lease any opportunities with respect to sports betting and Casinos throughout the Initial Development Area, including, without limitation, the right to provide wagering on real world sports competitions within the Initial Development Area, provided, however the foregoing shall not prohibit gambling or games of chance unrelated to real world sports competition operated by the Tennessee Lottery or an event benefitting a non-profit organization that is permitted by other Governmental Authorities or legal online gambling by Persons using their own devices.

Section 7.10 Construction Management Agreement. IDA Developer and StadCo agree to enter into a Construction Management Agreement (the “Construction Management Agreement”) within six (6) months of the Effective Date in order to address the construction development and coordination of the Stadium and the improvements to the Initial Development Area. The Construction Management Agreement shall address access to the Stadium Site and the Initial Development Area, site management of the Stadium Site and the Initial Development Area, scheduling and integration of construction activities, safety compliance and site security, laydown areas, materials storage, crane swing clearances and other similar issues.

Section 7.11 Parcel B Easement Area. The provisions of this Section 7.11 shall apply only following Substantial Completion of the Stadium and the full execution of an IDA Ground Lease for IDA Parcel B.

(a) Except as expressly provided in this Agreement or any other applicable Project Documents, no fence, barrier or other structure obstructing pedestrian access over and across the Parcel B Easement Area to and from IDA Parcel B shall be placed, kept, permitted or maintained upon the Parcel B Easement Area, without the prior written consent of the IDA Developer. Notwithstanding the foregoing, temporary fencing or physical barriers may be utilized from time to time by StadCo to provide for crowd control and public safety in connection with Stadium Events; provided, however, except as provided in this Agreement or any other applicable Project Documents (i) in no event shall any such temporary fencing or physical barriers be utilized in such a manner as to materially obstruct the visibility of or from or access to or from the improvements on IDA Parcel B to the Stadium, (ii) reasonable alternative access to and from IDA Parcel B to the Stadium shall be provided and (iii) all such temporary fencing or physical barriers shall be removed as soon as reasonably practicable following any applicable Stadium Event. Notwithstanding the foregoing, the prohibitions on fencing, barriers or other structures and temporary fencing or physical barriers contained in this Section 7.11(a) shall be subject and subordinate to NFL Rules and Regulations requiring temporary security fencing or barriers for Stadium Events, provided that (i) for Team Events, no opaque fencing shall be permitted; (ii) for Special Stadium Events that are subject to NFL Rules and Regulations, StadCo shall use commercially reasonable efforts to ensure that no opaque fencing will be utilized to obstruct the visibility of or from the improvements on IDA Parcel B to the Stadium; and (iii) reasonable alternative access to and from IDA Parcel B shall be provided for all Stadium Events.

(b) To the extent StadCo has or obtains the sole and exclusive right to sell to any Person (such Person, the “Parcel B Easement Area Naming Rights Partner”), and to retain all revenue from the sale of, naming rights specific to the Parcel B Easement Area (the “Parcel B

Easement Area Naming Rights”), any exercise by StadCo of such Parcel B Easement Area Naming Rights shall be subject to the prior written approval of (i) the IDA Developer and Metro if the proposed exercise of the Parcel B Easement Area Naming Rights (A) violates any Applicable Law, (B) would reasonably cause embarrassment or disparagement to the IDA Developer, its Affiliates or their tenants, or Metro (such as names containing slang, barbarisms, racial epithets, obscenities or profanity or names relating to any sexually-oriented business or enterprise or containing any overt political reference), or (C) contains the name of a state, city, or geographic designation that might be misleading or suggest that the Parcel B Easement Area is not located in Nashville, Tennessee, or (ii) the IDA Developer if the proposed exercise of the Parcel B Easement Area Naming Rights involves a direct competitor of any residential developer or hotel flag located on IDA Parcel B or a direct brand name competitor of any retailer located on IDA Parcel B whose premises faces the Parcel B Easement Area.

ARTICLE 8 CAMPUS ACCESS

Section 8.1 Access Management. The Parties acknowledge that the Stadium Events, Special Stadium Events and Plaza Events conducted at the Stadium and Second Street Plaza will result in significant vehicular and pedestrian traffic on the streets, sidewalks and other pedestrian ways on the Initial Development Area. The proper management of vehicular and pedestrian traffic is critically important to the efficient functioning of not only the Stadium and the Second Street Plaza, but of the IDA Developer’s surrounding development within the Initial Development Area and other portions of the Campus operated by Metro or its successors and assigns. Therefore, the Parties agree that the vehicular and pedestrian traffic shall be managed in accordance with the provisions of this Article 8 provided, however, Section 12.22 shall apply and control in all instances.

Section 8.2 Traffic Plan. A proposed vehicular and pedestrian traffic management plan for one or more Stadium Events, Special Stadium Events and Plaza Events (each a “Traffic Plan”) shall be prepared by the Party conducting the Stadium Events, Metro Plaza Events or Plaza Events (or by any other Plaza User who is conducting a Plaza Event) and shall be provided to the CCC at least thirty (30) days prior to the proposed Stadium Events, Special Stadium Events or Plaza Events. For avoidance of doubt, a single plan applicable to multiple Stadium Events, Special Stadium Events and Plaza Events may be submitted and, if necessary, updated, at least thirty (30) days prior to the applicable event, to take into account special facts and considerations related to such event. Within ten (10) days of receiving a Traffic Plan or an update thereto, the CCC shall advise the Party conducting the Stadium Events, Special Stadium Events or Plaza Events (or any other Plaza User who is conducting a Plaza Event) of any reasonable objections to the Traffic Plan, or an update thereto, raised by any member of the CCC. If no member of the CCC raises a timely objection, the Traffic Plan, or an update thereto, shall be deemed approved. If the CCC raises a timely objection, the Party conducting the Stadium Events, Special Stadium Events or Plaza Events (or any other Plaza User who is conducting a Plaza Event) will work with the CCC in good faith to resolve any objection to the Traffic Plan, or an update thereto, raised by the CCC.

Section 8.3 Temporary Street Closure. The Traffic Plan will be designed and operated in such a manner as to minimize, to the extent reasonably practical, (i) the duration of any obstruction of any vehicular or pedestrian ingress or egress points for the Stadium, the Second Street Plaza or for any building located on the Initial Development Area; and (ii) limitations on the general public's ability to access East Nashville from downtown, and vice versa. Any temporary street closure proposed in the Traffic Plan will to the extent reasonably practical, provide exceptions to permit vehicular and pedestrian access to the tenants, occupants and the invitees of any buildings or private outdoor space with vehicular and/or pedestrian access points on the street proposed for the temporary closure.

ARTICLE 9 DEFAULTS AND REMEDIES

Section 9.1 Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an "Event of Default":

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

(b) if (i) a Party fails to observe or perform any material covenant, condition, agreement or obligation hereunder other than the Party's obligations referenced in subsection (a) above (so long as such failure to observe or perform is not caused by the acts or omissions of any of the other Parties which constitutes a breach of this Agreement), and (ii) the defaulting Party fails to cure, correct or remedy such default within thirty (30) days after the receipt of written notice thereof from any of the other Parties, describing it with reasonable specificity, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the defaulting Party proceeds promptly and with due diligence to cure the failure and uses commercially reasonable efforts to complete the curing thereof; or

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

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

for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts.

Section 9.2 Remedies. Subject to the cure rights set forth in Section 9.1(a) or Section 9.1(b), the non-defaulting Party or Parties may take any or all of the following actions on account of an Event of Default pursuant to Section 9.1:

- (a) Obtain specific performance of the obligation of the defaulting Party.
- (b) Exercise self-help to attempt to remedy or mitigate the effect of any breach of his Agreement by the defaulting Party and recover all actual and reasonable costs and expenses, including without limitation attorney's fees, incurred by the non-defaulting Party or Parties in connection therewith.
- (c) Any non-defaulting Party may exercise such other remedies as may be available at law or in equity, EXCEPT AS LIMITED BY Section 11.2(h).

ARTICLE 10 STANDARDS FOR APPROVALS

Section 10.1 Review and Approval Rights. The provisions of this Article 10 shall be applicable with respect to all instances in which it is provided under this Agreement that StadCo or the StadCo Representative, Metro or the Metro Representative or the IDA Developer or the IDA Developer Representative exercises Review and Approval Rights; *provided, however*, that if the provisions of this Article 10 specifying time periods for exercise of Review and Approval Rights shall conflict with other express provisions of this Agreement providing for time periods for exercise of designated Review and Approval Rights, then the provisions of such other provisions of this Agreement shall control. As used herein, the term "Review and Approval Rights" shall include, without limiting the generality of that term, all instances in which one Party (the "Submitting Party") is permitted or required to submit to the other Party or to the representative of that other Party any document, notice or determination of the Submitting Party and with respect to which the other Party or its representative (the "Reviewing Party") has a right or duty hereunder to review, comment, confirm, consent, Approve, disapprove, dispute or challenge the submission or determination of the Submitting Party.

Section 10.2 Standard for Review.

(a) General. Unless this Agreement specifically provides that a Party's Review and Approval Rights may be exercised in the sole discretion of the Reviewing Party, then in connection with exercising its Review and Approval Rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity as Reviewing Party with regard to each and all of its Review and Approval Rights and to not unreasonably withhold, condition or delay its Approval of, consent to or confirmation of any submission or determination. The Reviewing Party shall review the matter submitted in writing and shall promptly (but in any event within fifteen (15) days after such receipt) give Notice to the Submitting Party of the Reviewing Party's comments resulting from such review and, if the matter is one that requires Approval or confirmation pursuant to the terms of this

Agreement, such Approval, confirmation, disapproval or failure to confirm, setting forth in detail the Reviewing Party's reasons for any disapproval or failure to confirm. Any failure to respond within the foregoing fifteen (15) day period shall not be deemed to be an approval or confirmation of the matter submitted unless within five (5) Business Days thereafter the submitting party resubmits the matter in writing with a prominent, all capital letters disclaimer that states – THIS IS A RESUBMISSION OF A PREVIOUSLY SUBMITTED MATTER TO WHICH TIMELY RESPONSE WAS NOT MADE AND FAILURE TO RESPOND TO THIS RESUBMISSION WITHIN A FURTHER TEN (10) DAYS SHALL BE DEEMED TO BE AN APPROVAL. A failure to respond within the foregoing ten (10) day period shall then be deemed to be an approval or confirmation of the matter submitted.

(b) Specific Matters. Unless otherwise provided herein, the Reviewing Party's right to disapprove or not confirm any matter submitted to it for Approval or confirmation and to which this Section 10.2 applies shall be limited to the elements thereof: (a) that do not conform in all material respects to Approvals or confirmations previously given with respect to the same matter; and (b) that propose or depict matters that are or the result of which would be a violation of or inconsistent with the provisions of this Agreement or Applicable Law.

Section 10.3 Resubmissions. If the Reviewing Party disapproves of or fails to confirm a matter to which this Section 10.3 applies within the applicable time period, the Submitting Party shall have the right, within twenty (20) days after the Submitting Party receives Notice of such disapproval or failure to confirm, to re-submit the disapproved or not confirmed matter to the Reviewing Party, altered to satisfy the Reviewing Party's basis for disapproval or failure to confirm (all subsequent re-submissions with respect to such matter must be made within ten (10) days of the date the Submitting Party receives Notice of disapproval or failure to confirm of the prior re-submission). The applicable Submitting Party shall use reasonable efforts to cause any such re-submission to expressly state that it is a re-submission, to identify the disapproved or not confirmed portion of the original submission and any prior resubmissions, and to not be included with an original submission unless the matter previously disapproved is expressly identified thereon. Any resubmission made pursuant to this Section 10.3 shall be subject to Review and Approval Rights of the Reviewing Party in accordance with the procedures described in this Article 10 for an original submission (except that the Review and Approval Rights shall be limited to the portion previously disapproved or not confirmed), until such matter shall be Approved by the Reviewing Party.

Section 10.4 Duties, Obligations, and Responsibilities Not Affected. Approval or confirmation by the Reviewing Party of or to a matter submitted to it by the Submitting Party shall neither, unless specifically otherwise provided (a) relieve the Submitting Party of its duties, obligations or responsibilities under this Agreement with respect to the matter so submitted nor (b) shift the duties, obligations or responsibilities of the Submitting Party with respect to the submitted matter to the Reviewing Party.

ARTICLE 11 DISPUTE RESOLUTION PROCEDURES

Section 11.1 Intent. It is intended by the Parties to resolve any dispute, controversy or claim between or among the Parties arises under this Agreement or any right, duty or obligation

arising therefrom or the relationship of the Parties thereunder (a “Dispute or Controversy”), including a Dispute or Controversy relating to the (a) effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement or (b) the granting or denial of any Approval under this Agreement, through reasonable business-like negotiations without resort to litigation, if possible. If a Dispute or Controversy should arise under this Agreement, the Parties shall attempt to resolve the dispute in accordance with this Article 11 (the “Dispute Resolution Procedures”) prior to or during the pendency of any litigation. No Party shall cease or delay performance of its obligations under this Agreement during the existence of any Dispute or Controversy, and all Parties shall pay to any other Party all amounts owing and not subject to dispute or offset.

Section 11.2 Resolution Procedure. The Parties shall attempt to resolve any Dispute or Controversy in accordance with the following procedures:

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

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

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

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Notices. All notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing and shall be deemed to have been properly given if (i) delivered by hand, (ii) or sent by registered or certified United States mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight mail or courier service (with signed confirmation of receipt) or (iv) by e-mail to the following addresses, respectively:

To IDA Developer TFC Nashville Development LLC
 c/o The Fallon Company LLC
 1222 Demonbreun Street
 Nashville, TN 37203
 Attn: Ben Farrer
 Email: bfarrer@falloncompany.com

and TFC Nashville Development LLC
 c/o The Fallon Company LLC
 One Marina Park Drive
 Boston, MA 02210

Attn: Brian Awe
Email: bawe@falloncompany.com

with a copy to: Bradley, Arant, Boult Cummings, LLP
One 22 One
1221 Broadway, Suite 2400
Nashville Tennessee 37203
Attn: J. Thomas Trent
Email: ttrent@bradley.com

To Metro: Nashville City Hall, Suite 100
1 Public Square
Nashville, Tennessee 37201
Attn.: Mayor

with a copy to: Metropolitan Department of Law
1 Public Square, Suite 108
Nashville, Tennessee 37201
Attn.: Department of Law
Email: tom.cross @nashville.gov

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Attn: Denis C. Braham
Email: denis.braham@gtlaw.com

To StadCo: Tennessee Stadium, LLC
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
Attn: President/CEO
Email: bnihill@titans.nfl.com

with a copy to: Tennessee Stadium, LLC
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
Attn: Chief Operating Officer
Email: dwerly@titans.nfl.com

or to such other addresses as may from time to time be specified in writing by any party hereto. Any notices or other communications under this Agreement must be in writing, and shall be deemed duly given or made at the time and on the date when received by e-mail transmittal of pdf files or similar electronic means or when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally recognized overnight delivery service) to the address

for each Party set forth above or when delivery is refused. Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below. Notwithstanding the foregoing to the contrary, any notice received by e-mail or other electronic means after 6:00 pm CT shall be deemed given or made on the next Business Day. Any notice to be given by any party hereto may be given by the counsel for such Party.

Section 12.2 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties. A signed writing by Metro to implement any amendment, modification or supplementation required by Applicable Law to be approved by the Metro Council must be approved pursuant to a resolution (and not an ordinance) by the Metro Council.

Section 12.3 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 12.4 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or other electronic signature (including a .pdf) of any party shall be considered to have the same binding effect as an original signature.

Section 12.5 Knowledge. The term “knowledge” or words of similar import shall mean the knowledge after reasonable inquiry of the officers or key employees of any Party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

Section 12.6 Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this Agreement is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against any Party.

Section 12.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, board members, agents, successors, and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right.

Section 12.8 Entire Understanding. This Agreement, together with the other IDA Project Documents, sets forth the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby and supersede any and all prior agreements, arrangements, and understandings among the Parties relating to the subject matter hereof, and any and all such

prior agreements, arrangements, and understandings shall not be used or relied upon in any manner as parol evidence or otherwise as an aid to interpreting this Agreement.

Section 12.9 Governing Law, Venue; Waiver of Jury.

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

(b) Venue. Subject to the terms of Article 11, each of the Parties hereby irrevocably and unconditionally submits, for itself and its Property, to the exclusive jurisdiction of the Chancery Court of Davidson County, Tennessee or federal court of the United States of America and any appellate court from any thereof, in any proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such proceeding except in such courts, (ii) agrees that any claim in respect of any such proceeding may be heard and determined in the Chancery Court of Davidson County, Tennessee or in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such court, and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the Parties agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

Section 12.10 Time is of the Essence. The times for performance provided in this Agreement are essential due to the obligations and expenditures of the Parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other Parties in reliance thereon. All provisions in this Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, if the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, is a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

Section 12.11 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 12.11 shall not be construed or implemented in a manner that substantially deprives any Party of the overall benefit of its bargain under this Agreement.

Section 12.12 Relationship of the Parties. Metro, the IDA Developer and StadCo are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

Section 12.13 Further Assurances/Additional Documents and Approval. A Party, upon reasonable request of the other Party, shall execute and deliver, or cause to be executed and delivered, any additional documents and shall take such further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement and/or to comply with or satisfy the requirements of the Act.

Section 12.14 Recording. This Agreement shall not be recorded, but at the request of any Party, the Parties shall promptly execute, acknowledge, and deliver to each other a memorandum of this Agreement in a form reasonably agreed upon by the Parties (and a memorandum of modification of this Agreement in respect of any modification of this Agreement) sufficient for recording. Such memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement and shall confirm that this Agreement runs with the Land under Section 12.17 hereof.

Section 12.15 Estoppel Certificate. Each of the Parties agrees that within ten (10) Business Days after receipt of a written request by any other Party, shall execute, acknowledge, and deliver to the requesting party a statement in writing certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that such Party is not (to the best of that Party's

knowledge) in default under any provisions of this Agreement or, if there has been a default, the nature of such default; and (c) such other factual matters as requested by the requesting Party.

Section 12.16 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, but without limitation of any Party's equitable rights and remedies, except as otherwise provided in any other instrument executed and delivered to any other Party in connection with this Agreement, no direct or indirect member, manager, partner, owner, shareholder, director, officer, employee, trustee, agent or representative in or of a Party or any of its Affiliates (each, other than a Party, a "Nonrecourse Party") shall have any personal liability in any manner or to any extent under this Agreement and no Party nor any Person claiming by, through or under such Party shall have any recourse to any assets of a Nonrecourse Party. The limitation of liability provided in this Section 12.16 is in addition to, and not in limitation of, any limitation on liability applicable to a Nonrecourse Party provided by law or by this Agreement or any other contract, agreement or instrument. No owner, member, officer, director, manager, employee, agent, appointee, representative or other individual acting in any capacity on behalf of either of the Parties or their Affiliates shall have any personal liability or obligations under, pursuant to, or with respect to this Agreement for any reason whatsoever.

Section 12.17 Runs with the Land. During the COUA Term, this Agreement, and Metro's, the IDA Developer's and StadCo's respective rights hereunder, each constitute an interest in the Second Street Plaza Land and Initial Development Area Land (excluding any parking facility, if any, owned by Metro within the Initial Development Area) (collectively, the "Land"), and Metro, the IDA Developer and StadCo intend that interest be non-revocable and assignable, in each case, in accordance with, but subject to the terms of this Agreement and any applicable Project Documents; and constitute an interest in real estate that runs with title to the Land, and inures to the benefit of and is binding upon Metro, the IDA Developer, StadCo and their respective permitted successors in title and permitted assigns, subject to the terms of this Agreement and any applicable Project Documents.

Section 12.18 Reserved.

Section 12.19 Prohibition Against Boycotting Israel. To the extent this Agreement constitutes a contract with to acquire or dispose of services, supplies, information technology, or construction for the purposes of Tennessee Code Annotated Section 12-4-119, neither StadCo, the IDA Developer nor any of their wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates, are currently engaged in nor will they engage in a boycott of Israel from the date hereof through the expiration or termination of this Agreement. For the purposes of Section 12-4-119, "boycott of Israel" shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

Section 12.20 Public Records. The Parties agree that neither StadCo nor the IDA Developer is an office, department, or agency of Metro for purposes of Tennessee Code Annotated

Sections 10-7-403 and 10-7-701. Neither StadCo nor the IDA Developer is a custodian of records for Metro, nor are StadCo or the IDA Developer responsible for maintaining Metro's documents arising from or relating to this Agreement.

Section 12.21 Permitted Assignment by Metro. Metro may assign all of its rights and obligations under this Agreement to an authority or instrumentality (a "New Authority") which has been formed by Metro, so long as such New Authority holds title (whether by fee title, leasehold interest or assignment of rights) to the entire Initial Development Area, exclusive of public rights of way.

Section 12.22 Metro's Rights as Sovereign. Metro retains all its sovereign prerogatives, rights and regulatory authority (quasi-judicial or otherwise) as a consolidated city-county government under Applicable Laws with respect to the planning, design, construction, development and operation of the Campus, including the Initial Development Area. It is expressly understood that notwithstanding any provisions of this Agreement and Metro's status as a Party hereto, any Metro covenant or obligation that may be contained in this Agreement shall not bind Metro, the Metro Council to grant or leave in effect any Governmental Authorization that may be granted, withheld, or revoked by Metro in the exercise of its/their police power(s).

Section 12.23 Permitted Assignment by StadCo. StadCo shall have the right to assign its rights, privileges, duties and obligations hereunder in connection with a Permitted Assignment, as defined in the Stadium Lease, to the same Person that is the permitted transferee pursuant to such Permitted Assignment. Following such assignment, StadCo shall be released from any obligations hereunder that accrue following the date of such assignment.

Section 12.24 Permitted Assignment by IDA Developer. The IDA Developer shall have the right to assign its rights, privileges, duties and obligations hereunder that have not been previously assigned to any IDA Ground Tenant, to any IDA Ground Tenant or to the CAE, in each case subject to such IDA Ground Tenant or the CAE (i) ratifying its joinder agreement and (ii) expressly confirming in such ratification its assumption of the rights, privileges, duties and obligations so assigned and assumed. Following such assignment, the IDA Developer shall be released from any obligations hereunder that accrue following the date of such assignment.

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

TFC NASHVILLE DEVELOPMENT LLC, a
Delaware Limited Liability Company

By: [signatures on file]
Brian Awe
President

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: [signatures on file]
Metropolitan Mayor

ATTEST:

By: [signatures on file]
Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

[signatures on file]
Director of Law

TENNESSEE STADIUM, LLC, a Delaware limited
liability company

By: [signatures on file]
Name: [signatures on file]
Title: [signatures on file]

**EXHIBIT A
TO
SITE COORDINATION AGREEMENT**

GLOSSARY OF DEFINED TERMS AND RULES OF USAGE

“Act” shall mean the Sports Authorities Act of 1993, as amended, codified as Chapter 67, of Title 7 of the Tennessee Code Annotated.

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

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

“Affiliate” shall mean, with respect to a specified Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified. For purposes of this definition, the terms “Controls,” “Controlled by” or “under common Control” shall mean the power to direct the management or policies of an entity or conduct the day-to-day business operations of such entity (directly or indirectly), whether through the ownership of voting securities, partnership or other ownership interests, by contract or otherwise (including being the general partner, officer or director of the entity in question); provided, however, that Control shall not be deemed absent solely because a non-managing member, partner or shareholder has the right to approve certain major decisions.

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

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

“Applicable Law(s)” or “applicable law(s)” or “Law(s)” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations,

treaties, rules, codes, standards, permits, requirements, and orders that (a) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (b) are applicable to this Agreement or the performance of the obligations of the parties under this Agreement.

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

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

“Booking Priority System” shall have the meaning set forth in Section 6.3(a) of this Agreement.

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

“CAE” shall have the meaning set forth in Section 1.3(b) of this Agreement.

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

“Campus Coordination” shall have the meaning set forth in Section 5.3 of this Agreement

“Campus Sponsor” shall have the meaning set forth in Section 7.8 of this Agreement

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

“CCC” shall have the meaning set forth in Section 5.2 of this Agreement.

“CCC Procedures” shall have the meaning set forth in Section 5.4 of this Agreement.

“Common Areas” shall have the meaning set forth in Section 1.3(b) of this Agreement.

“Comparable Plaza Facilities” shall mean open-air plazas located in mixed-use developments anchored by multi-purpose sports and entertainment facilities existing as of the Effective Date.

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

“Commissioner” shall mean the Commissioner of the NFL.

“Construction Management Agreement” shall have the meaning set forth in Section 7.10 of this Agreement.

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

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

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

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

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

“Dispute or Controversy” shall have the meaning set forth in Section 11.1 of this Agreement.

“Dispute Resolution Procedures” shall have the meaning set forth in Section 11.1 of this Agreement.

“Dispute Resolution Proposal” shall have the meaning set forth in Section 11.2(a) of this Agreement.

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

“Event Contractors” shall mean each exhibition service contractor, and security, emergency medical services, audio/visual or other contractors providing goods or services to a Plaza User conducting an event in the Second Street Plaza.

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

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

“First Resolution Deadline” shall have the meaning set forth in Section 11.2(a) of this Agreement.

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

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

“IDA Concessions” means, collectively, all food and beverages, including all alcoholic beverages (subject to procurement of all necessary Government Approvals), and IDA Merchandise sold by the IDA Developer, any IDA Ground Tenant, or any business located within the Initial Development Area.

“IDA Developer” shall mean TFC Nashville Development LLC, a Delaware limited liability company.

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

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

“IDA Developer’s Concession Rights” means the right to market, sell, display, distribute and store IDA Concessions and to conduct catering and banquet sales and service, within the Initial Development Area.

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

“IDA Developer’s Hospitality Rights” means the right to market and sell hospitality assets within the Initial Development Area, including, without limitation, tickets, experiences, IDA Concessions and IDA Merchandise.

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

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

“IDA Ground Tenant” means, with respect to each IDA Ground Lease, the applicable tenant or tenants under such IDA Ground Lease, collectively or individually as the context suggests or requires.

“IDA Ground Tenant Assignee” shall have the meaning set forth in Section 1.3(a) of this Agreement.

“IDA Land” means the Initial Development Area.

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

“IDA Parcel” shall have the meaning set forth in the Section 1.3(a) of this Agreement.

“IDA Parcel B” shall have the meaning set forth in the Recitals of this Agreement.

“IDA Parcel C” shall have the meaning set forth in the Recitals of this Agreement.

“IDA Parcel D” shall have the meaning set forth in the Recitals of this Agreement.

“IDA Project Documents” shall mean collectively, this Agreement, the IDA Development Agreement, the IDA Ground Leases and the Construction Management Agreement.

“Initial Development Area” shall have the meaning set forth in the Recitals of this Agreement. For the avoidance of doubt, the Initial Development Area shall not include the Second Street Plaza Site.

“Land” shall have the meaning set forth in Section 12.17 of this Agreement.

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

“Master Calendar” shall have the meaning set forth in Section 6.2 of this Agreement.

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

“Metro-Available Dates” shall have the meaning set forth in Section 6.3(b)(ii).

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

“Metro Plaza Event” shall mean any event at the Second Street Plaza scheduled (or requested to be scheduled) pursuant to Section 6.3(b)(ii) of this Agreement.

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

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

“New Authority” shall have the meaning set forth in Section 12.21 of this Agreement.

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

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

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

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

“Nonrecourse Party” shall have the meaning set forth in Section 12.16 of this Agreement.

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

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

“Operating Plan” shall have the meaning set forth in Section 6.5(a) of this Agreement.

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

“Parcel B Easement Area” shall have the meaning set forth in the Recitals of this Agreement.

“Parcel B Easement Area Naming Rights” shall have the meaning set forth in Section 7.11(b) of this Agreement.

“Parcel B Easement Area Naming Rights Partner” shall have the meaning set forth in Section 7.11(b) of this Agreement.

“Parking Agreement” shall mean that certain that certain Parking Facilities Development, Operations and Use Agreement dated on or about the date hereof by and between Metro and StadCo.

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

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

“Plaza Booking Policy” shall have the meaning set forth in Section 6.1 of this Agreement.

“Plaza Event” shall have the meaning set forth in Section 5.4(c)(i) of this Agreement.

“Plaza License Agreement” shall have the meaning set forth in Section 6.1 of this Agreement.

“Plaza Naming Rights” shall have the meaning set forth in Section 7.7 of this Agreement.

“Plaza Naming Rights Partner” shall have the meaning set forth in Section 7.7 of this Agreement.

“Plaza Naming Rights Partner Exclusive Rights” shall have the meaning set forth in Section 7.7 of this Agreement.

“Plaza User” shall mean StadCo, Metro, the IDA Developer or any other Person who is authorized to use the Second Street Plaza for a Plaza Event pursuant to this Agreement.

“Plaza User’s Advertising” means the sale of advertising, sponsorship, signage, displays, and other promotional activity, in each case whether in form now existing or developed in the future that is located on any portion of the Second Street Plaza Area during a Plaza Event conducted by the Plaza User.

“Plaza User’s Advertising Rights” means the right to display, control, conduct, lease, permit, sell, publish and enter into agreements regarding the display of all Plaza User’s Advertising on any portion of the Second Street Plaza Site during a Plaza Event conducted by the Plaza User; provided, however, that with respect to any Plaza User other than StadCo, the exercise of any such right must (i) be directly related to such Plaza Event and not the primary purpose of such Plaza Event, (ii) not involve any permanent advertising, and (iii) be subject to the Plaza Naming Rights Partner Exclusive Rights.

“Plaza User’s Concession Rights” means the right to market, sell, display, distribute and store Plaza User’s Concessions and to conduct catering and banquet sales and service, on any portion of the Second Street Plaza Site during a Plaza Event conducted by the Plaza User; provided, however, that with respect to any Plaza User other than StadCo, the exercise of any such right must (i) be directly related to such Plaza Event and not the primary purpose of such Plaza Event, (ii) not involve any permanent advertising, and (iii) be subject to the Plaza Naming Rights Partner Exclusive Rights.

“Plaza User’s Concessions” means, collectively, all food and beverages, including all alcoholic beverages (subject to procurement of all necessary Government Approvals), and Plaza User’s Merchandise sold on any portion of the Second Street Plaza Site during a Plaza Event conducted by the Plaza User.

“Plaza User’s Data Rights” means the right to collect, use, sell, license, display, publish or otherwise use, names, contact information and other information with respect to those attending a Plaza Event conducted by the Plaza User

“Plaza User’s Hospitality Rights” means the right to market and sell hospitality assets on any portion of the Second Street Plaza Site during a Plaza Event conducted by the Plaza User, including, without limitation, tickets, experiences, Plaza User’s Concessions and Plaza User’s Merchandise; provided, however, that with respect to any Plaza User other than StadCo, the exercise of any such right must (i) be directly related to such Plaza Event and not the primary purpose of such Plaza Event, (ii) not involve any permanent advertising, and (iii) be subject to the Plaza Naming Rights Partner Exclusive Rights.

“Plaza User’s Merchandise” means souvenirs, apparel, publications, retail goods, other merchandise and other non-edible items, goods and wares sold on any portion of the Second Street Plaza Site during a Plaza Event conducted by the Plaza User.

“Preexisting Contract” shall have the meaning set forth in Section 7.6(b) of this Agreement.

“Preexisting Lease” shall have the meaning set forth in Section 7.6(a) of this Agreement.

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

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

“Project Document” shall mean (i) the Declaration, and (ii) as to Metro and an IDA Ground Tenant and/or an IDA Ground Tenant Assignee only, the IDA Ground Lease for the IDA Parcel to which the IDA Ground Tenant and/or the IDA Ground Tenant Assignee is a party.

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

“Review and Approval Rights” shall have the meaning set forth in Section 10.1 of this Agreement.

“Second Resolution Deadline” shall have the meaning set forth in Section 11.2(b) of this Agreement.

“Second Street Plaza” shall have the meaning set forth in the Recitals of this Agreement.

“Second Street Plaza Land” means the Second Street Plaza Site.

“Second Street Plaza Site” shall mean the plaza area adjacent to the Stadium Site as shown on **Exhibit F**.

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

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

“Senior Executives” shall have the meaning set forth in Section 11.2(a) of this Agreement.

“Senior Executives Meeting” shall have the meaning set forth in Section 11.2(a) of this Agreement.

“Separate Event” shall have the meaning set forth in Section 6.3(d) of this Agreement.

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

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

“StadCo Plaza Event” shall mean Stadium Events and Special Stadium Events pertaining to Second Street Plaza activation and all other activations of the Second Street Plaza by StadCo when the Stadium is not being used.

“StadCo Plaza Event Notice” shall mean a notice delivered by StadCo or the StadCo CCC member to Metro CCC Member and the IDA Developer Member advising that StadCo is booking the Second Street Plaza for use by StadCo, which notice shall be delivered in accordance with Article 6.

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

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

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

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

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

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

“StadCo’s Merchandise” means souvenirs, apparel, publications (including NFL football programs), retail goods, other merchandise (including, but not limited to, NFL or team novelties and licensed items) and other non-edible items, goods, equipment (including mechanical, electrical or computerized amusement devices) and wares sold by StadCo and at, on or within the Stadium or any portion of the Second Street Plaza.

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

“Stadium Development Agreement” means that certain Development and Funding Agreement by and between the Authority and StadCo dated as of August 25, 2023.

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

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

“Stadium Land” means the Stadium Site.

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

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

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

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

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

“State” shall mean the State of Tennessee.

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

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

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

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

“Temporary Facilities” shall mean all exhibits, booths, staging, rigging, partitions, seating, signs and banners, decorative materials, furniture, furnishings, equipment and other temporary structures or installations placed or used by a Plaza User in the Second Street Plaza and/or Campus Park.

“TSU” shall mean Tennessee State University.

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

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

“Traffic Plan” shall have the meaning set forth in Section 8.2 of this Agreement.

RULES AS TO USAGE

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Law defined or referred to above means such agreement or instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix are to exhibits or appendices attached to such instrument or agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships, and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. “Shall” and “will” have equal force and effect.
11. Unless otherwise specified, all references to a specific time of day shall be based upon Central Standard Time or Central Daylight Savings Time, as applicable on the date in question in Nashville, Tennessee.
12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

EXHIBIT B

CAMPUS

Parcel Numbers

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

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

EXHIBIT C
STADIUM SITE

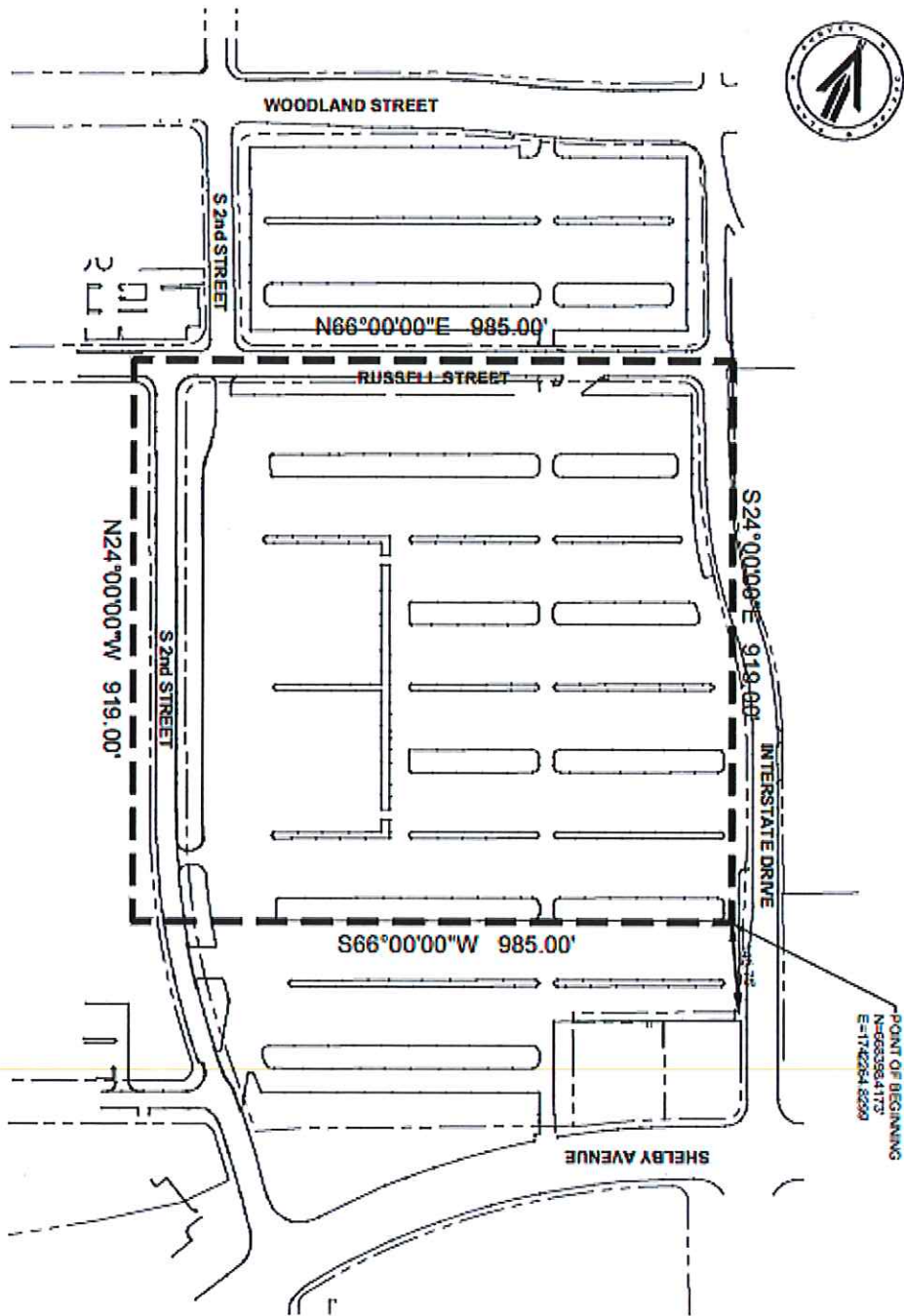


Exhibit C

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

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

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

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

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

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

EXHIBIT D

EXISTING STADIUM SITE

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

EXHIBIT E
INITIAL DEVELOPMENT AREA

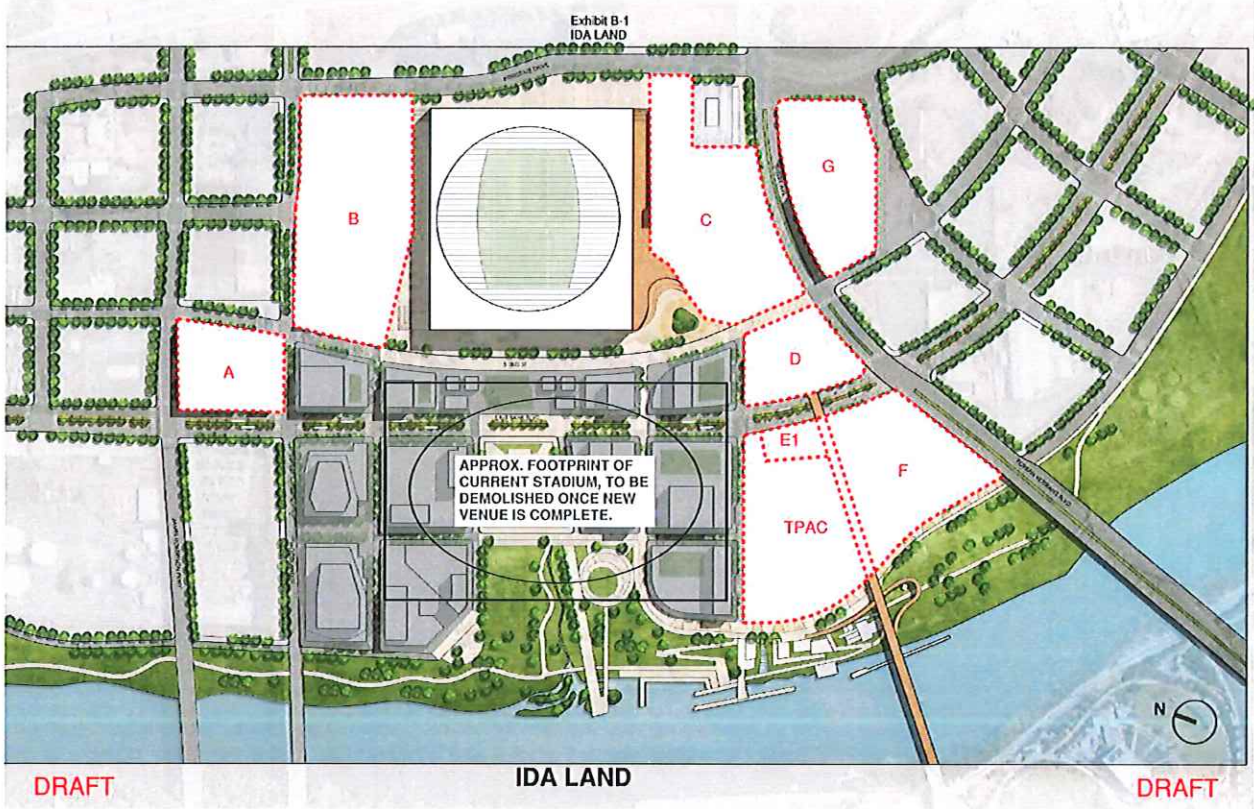
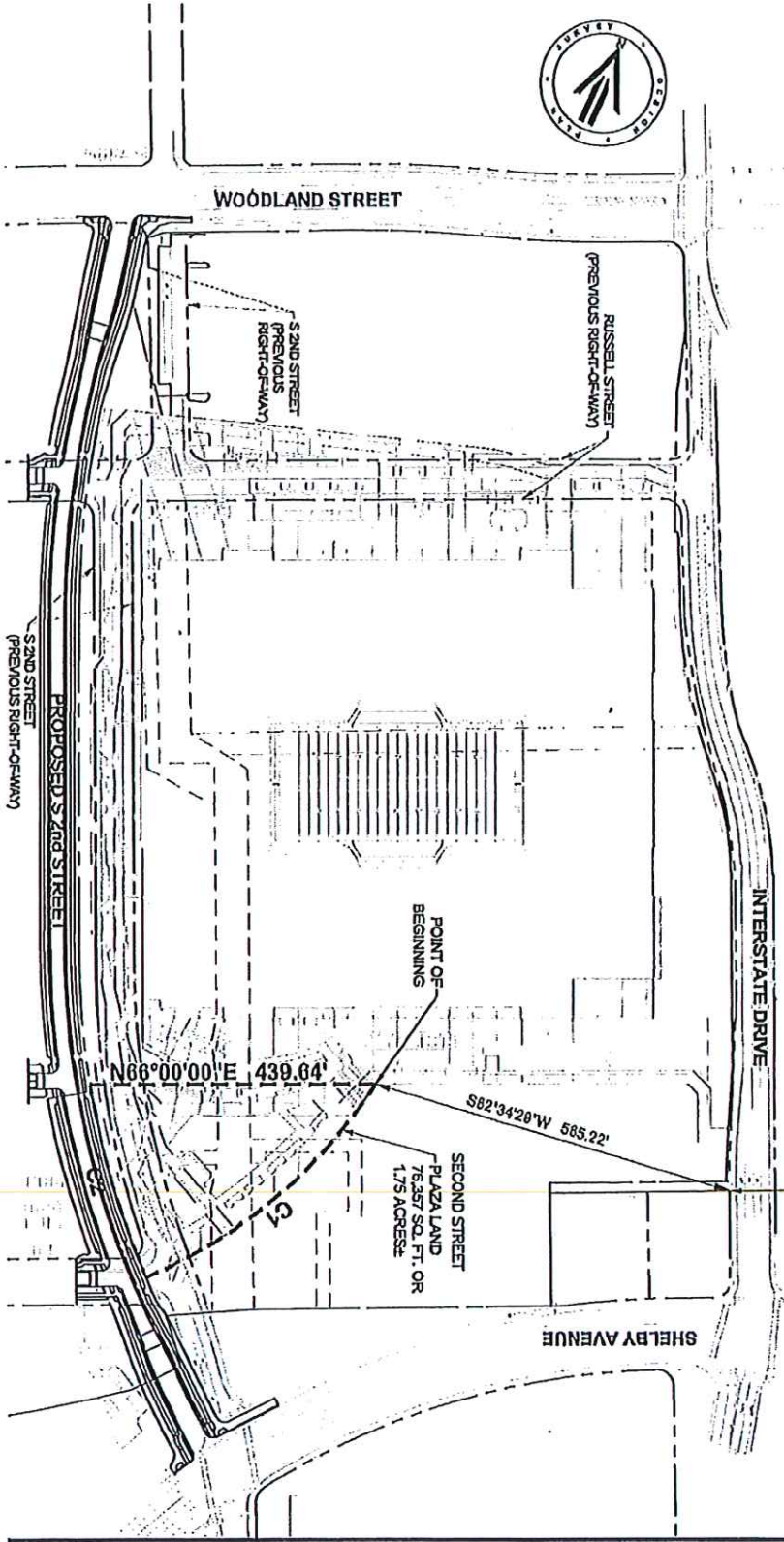


EXHIBIT F
LOCATION OF SECOND STREET PLAZA SITE

(attached)

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C1	770.77	464.23	034°30'31"	229.39	457.24	S25°34'01"W
C2	1231.50	303.80	014°09'04"	152.58	303.03	N40°34'55"W

THIS EXHIBIT IS PRELIMINARY AND SUBJECT TO CHANGE WHEN THE BOUNDARIES OF THE APPLICABLE PARCEL ARE FINALIZED, WHICH CHANGES SHALL NOT BE MATERIAL. THIS EXHIBIT WILL BE REPLACED WITH THE FINAL VERSION OF THIS EXHIBIT WHEN THE FINAL FORM OF THIS EXHIBIT IS APPROVED BY DECLARANT, DEVELOPER, AND STADCO.



SECOND STREET PLAZA

201 SHELBY AVENUE, NASHVILLE,
DAVIDSON COUNTY, TENNESSEE

Scale: 1" = 20'
Date: 10/01/04
Approved By: TJS

Drawing Title: EXHIBIT
Drawing No.: 1 of 1
Project No.: 22-0144

RegansSmith
Nashville • Atlanta • Chicago
215 Riverside Drive, Suite 2000
Nashville, Tennessee 37203
615.259.2222
www.RegansSmith.com

SECOND STREET PLAZA

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY PROPERTY
MAP 93-03, PARCEL 174
INSTRUMENT NUMBER 202309010068581,
REGISTER'S OFFICE FOR DAVIDSON COUNTY**

SECOND STREET PLAZA

BEING AN AREA LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. SAID AREA IS LOCATED ON PARCEL 174, AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP 93-03. BEING THE SAME PROPERTY AS CONVEYED TO THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS INSTRUMENT NUMBER 202309010068581, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (SUBJECT PROPERTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD OLD IN THE WESTERLY RIGHT-OF-WAY OF INTERSTATE DRIVE AND BEING THE NORTHEASTERLY PROPERTY CORNER OF THE PROPERTY CONVEYED TO 7-ELEVEN, INC. AS INSTRUMENT NUMBER 201801310009920, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE, SOUTH 82 DEGREES 34 MINUTES 29 SECONDS WEST, 665.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 770.77 FEET, AN ARC LENGTH OF 464.23 FEET, A DELTA ANGLE OF 34 DEGREES 30 MINUTES 31 SECONDS, A TANGENT OF 239.39, AND A CHORD BEARING AND DISTANCE OF SOUTH 26 DEGREES 34 MINUTES 01 SECONDS WEST, 457.24 FEET TO A POINT IN THE PROPOSED RIGHT-OF-WAY OF S 2ND STREET;

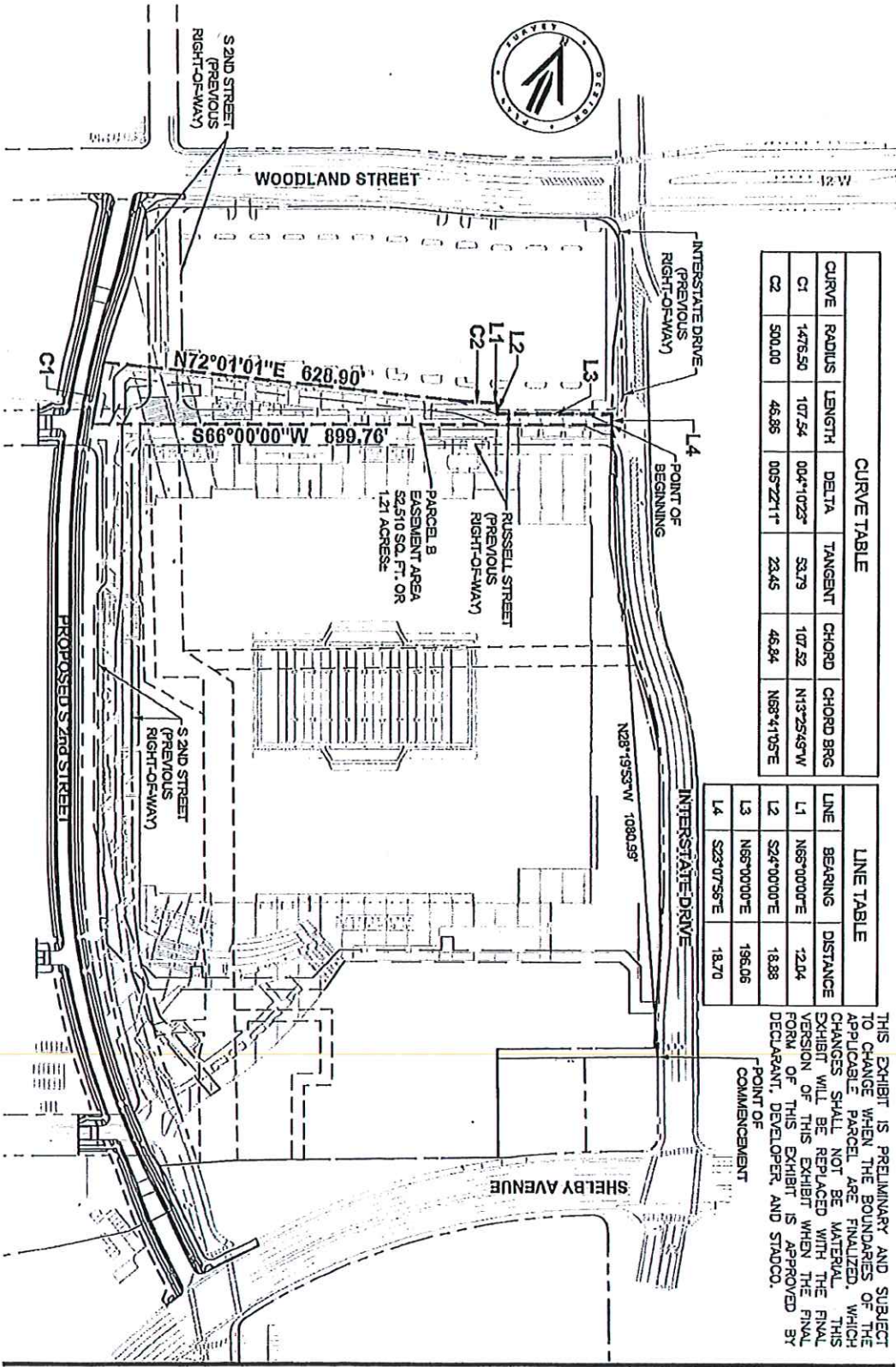
THENCE, WITH SAID PROPOSED RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1231.60 FEET, AN ARC LENGTH OF 303.80 FEET, A DELTA ANGLE OF 14 DEGREES 08 MINUTES 04 SECONDS, A TANGENT OF 162.88, AND A CHORD BEARING AND DISTANCE OF NORTH 40 DEGREES 34 MINUTES 56 SECONDS WEST, 303.03 FEET TO A POINT;

THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 66 DEGREES 00 MINUTES 00 SECONDS EAST, 439.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING 76,357 SQ FT OR 1.75 ACRES MORE OR LESS.

EXHIBIT G
LOCATION OF PARCEL B EASEMENT AREA

(attached)

45584028.3



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C1	1476.50	107.24	004°10'23"	53.79	107.52	N13°25'49"W
C2	500.00	46.86	005°22'11"	23.45	46.84	N68°41'05"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N65°00'00"E	12.04
L2	S24°00'00"E	18.88
L3	N65°00'00"E	196.06
L4	S23°07'55"E	18.70

THIS EXHIBIT IS PRELIMINARY AND SUBJECT TO CHANGE WHEN THE BOUNDARIES OF THE APPLICABLE PARCEL ARE FINALIZED. WHICH CHANGES SHALL NOT BE MATERIAL. THIS EXHIBIT WILL BE REPLACED WITH THE FINAL VERSION OF THIS EXHIBIT WHEN THE FINAL FORM OF THIS EXHIBIT IS APPROVED BY DECLARANT, DEVELOPER, AND STADCO.

PARCEL B EASEMENT AREA
 201 SHELBY AVENUE, NASHVILLE,
 DAVIDSON COUNTY, TENNESSEE



RaganSmith
 Nashville • Hendersonville • Clarksville
 310 Woodland Street, Nashville, TN 37203
 615.259.1234
 www.ragan-smith.com

Scale: 1" = 200'
 Date: 10/01/22
 Approved By: TJS

Drawing Title: EXHIBIT
 Drawing No.: 1 of 1
 Project No.: 22-0144

PARCEL B EASEMENT AREA

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY PROPERTY
MAP 93-03, PARCEL 174
INSTRUMENT NUMBER 202309010060581,
REGISTER'S OFFICE FOR DAVIDSON COUNTY**

PARCEL B EASEMENT AREA

BEING AN AREA LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. SAID AREA IS LOCATED ON PARCEL 174, AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP 93-03, BEING THE SAME PROPERTY AS CONVEYED TO THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS INSTRUMENT NUMBER 2023090100068581, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (SUBJECT PROPERTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD OLD IN THE WESTERLY RIGHT-OF-WAY OF INTERSTATE DRIVE AND BEING THE NORTHEASTERLY PROPERTY CORNER OF THE PROPERTY CONVEYED TO 7-ELEVEN, INC. AS INSTRUMENT NUMBER 201801310009920, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THENCE, NORTH 28 DEGREES 19 MINUTES 53 SECONDS WEST, 1080.99 FEET TO A POINT IN THE PROPOSED RIGHT-OF-WAY OF INTERSTATE DRIVE AND ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA;

THENCE, LEAVING SAID PROPOSED RIGHT-OF-WAY AND WITH THE APPROXIMATE CENTERLINE OF RUSSELL STREET, SOUTH 68 DEGREES 00 MINUTES 00 SECONDS WEST, 899.76 FEET TO A POINT IN THE PROPOSED RIGHT-OF-WAY OF SOUTH 2ND STREET;

THENCE, WITH SAID PROPOSED RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1476.50 FEET, AN ARC LENGTH OF 107.54 FEET, A DELTA ANGLE OF 04 DEGREES 10 MINUTES 23 SECONDS, A TANGENT OF 53.79, AND A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 25 MINUTES 49 SECONDS WEST, 107.52 FEET TO A POINT;

THENCE, CROSSING THE SUBJECT PROPERTY FOR THE NEXT 5 CALLS:

1. NORTH 72 DEGREES 01 MINUTES 01 SECONDS EAST, 628.90 FEET TO A POINT;
2. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 46.86 FEET, A DELTA ANGLE OF 05 DEGREES 22 MINUTES 11 SECONDS, A TANGENT OF 23.45, AND A CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 41 MINUTES 05 SECONDS EAST, 46.84 FEET TO A POINT;
3. NORTH 68 DEGREES 00 MINUTES 00 SECONDS EAST, 12.04 FEET TO A POINT;
4. SOUTH 24 DEGREES 00 MINUTES 00 SECONDS EAST, 18.88 FEET TO A POINT;
5. NORTH 68 DEGREES 00 MINUTES 00 SECONDS EAST, 196.06 FEET TO A POINT IN THE PROPOSED RIGHT-OF-WAY OF INTERSTATE DRIVE;

THENCE, WITH SAID PROPOSED RIGHT-OF-WAY, SOUTH 23 DEGREES 07 MINUTES 58 SECONDS EAST, 18.70 FEET TO THE POINT OF BEGINNING, AND CONTAINING 52,510 SQ FT OR 1.21 ACRES MORE OR LESS.