

SITE COORDINATION AGREEMENT

by and among

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

and

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

and

TENNESSEE STADIUM, LLC

Dated as of August 25, 2023

TABLE OF CONTENTS

ARTICLE 1 GENERAL TERMS.....3

 Section 1.1 Definitions and Usage.....3

 Section 1.2 Campus Developer Joinder and Assumption.....3

 Section 1.3 Campus Developer Obligations.....3

 Section 1.4 Metro and Authority Obligations3

ARTICLE 2 REPRESENTATIVES OF THE PARTIES3

 Section 2.1 Authority and Metro Representatives.....3

 Section 2.2 StadCo Representative.....4

ARTICLE 3 TERM.....4

 Section 3.1 Term.....4

ARTICLE 4 REPRESENTATIONS.....4

 Section 4.1 Representations and Warranties of the Authority and Metro4

 Section 4.2 Representations and Warranties of StadCo5

ARTICLE 5 CONSTRUCTION DEVELOPMENT AND COORDINATION.....6

 Section 5.1 Development of Campus Improvements6

 Section 5.2 Campus Improvements Design and Construction Coordination7

 Section 5.3 Performance of the Campus Improvements Work7

 Section 5.4 General Coordination Obligations.....8

 Section 5.5 Access to the Project.....9

 Section 5.6 Stadium Events9

 Section 5.7 General Cooperation.....9

 Section 5.8 Environmental Remediation10

 Section 5.9 Contract Requirements10

ARTICLE 6 CAMPUS INFRASTRUCTURE NECESSARY TO THE OPERATION OF
THE STADIUM.....10

 Section 6.1 North Village Staging Area and Parking10

 Section 6.2 Campus Developer North Village Improvements and Replacement
 Parking.....11

 Section 6.3 Campus Parking Outside the North Village13

 Section 6.4 Removal of Campus Required Parking..13

 Section 6.5 Annual Parking Coordination Meeting.....13

 Section 6.6 Second Street and Adjacent Sidewalks.....13

 Section 6.7 Campus Park.....14

 Section 6.8 Funding as Eligible Project Expenses.....14

ARTICLE 7 COVENANTS, CONDITIONS AND RESTRICTIONS14

 Section 7.1 General.....14

 Section 7.2 Easements14

 Section 7.3 Operation and Maintenance.....15

 Section 7.4 Use Restrictions16

Section 7.5	Additional Reserved Rights	16
ARTICLE 8	Campus use and operation	17
Section 8.1	Parking.....	17
Section 8.2	Campus Park.....	17
Section 8.3	Special Stadium Events.. ..	18
Section 8.4	License.....	18
Section 8.5	Commercial Matters	18
ARTICLE 9	INSURANCE AND INDEMNITY	20
Section 9.1	Policies Required for Stadium Project Improvements Work	20
Section 9.2	Indemnity.....	20
Section 9.3	Waiver of Right of Recovery.....	21
Section 9.4	Indirect, Special, Exemplary or Consequential Damages	21
ARTICLE 10	DEFAULTS AND REMEDIES.....	22
Section 10.1	Events of Default and Remedies.....	22
ARTICLE 11	STANDARDS FOR APPROVALS	22
Section 11.1	Review and Approval Rights.....	22
Section 11.2	Standard for Review	22
Section 11.3	Resubmissions	23
Section 11.4	Duties, Obligations, and Responsibilities Not Affected.....	23
ARTICLE 12	DISPUTE RESOLUTION	23
Section 12.1	Settlement By Mutual Agreement	23
ARTICLE 13	MISCELLANEOUS PROVISIONS.....	24
Section 13.1	Notices	24
Section 13.2	Amendment.....	25
Section 13.3	Waivers.....	25
Section 13.4	Counterparts.....	26
Section 13.5	Knowledge.....	26
Section 13.6	Drafting.....	26
Section 13.7	No Third-Party Beneficiaries.....	26
Section 13.8	Entire Understanding.....	26
Section 13.9	Reserved	26
Section 13.10	Governing Law, Venue; Waiver of Jury.....	26
Section 13.11	Time is of the Essence	27
Section 13.12	Severability	28
Section 13.13	Relationship of the Parties	28
Section 13.14	Further Assurances/Additional Documents and Approval	28
Section 13.15	Recording.....	28
Section 13.16	Estoppel Certificate	28
Section 13.17	No Personal Liability to Representatives and Owners	28
Section 13.18	Runs with the Land.....	28
Section 13.19	Reserved	29
Section 13.20	Prohibition Against Boycotting Israel.	29

Section 13.21 Public Records	29
Section 13.22 Permitted Assignment by Metro	29

EXHIBITS:

EXHIBIT A:	Glossary of Defined Terms and Rules of Usage
EXHIBIT B:	Campus Property
EXHIBIT C:	Stadium Site
EXHIBIT D:	Existing Stadium Site
EXHIBIT E:	Initial Development Area
EXHIBIT F:	Parking Spaces
EXHIBIT G:	Approximate Size and Location of Campus Park

SITE COORDINATION AGREEMENT

THIS SITE COORDINATION AGREEMENT (this “Agreement”) is made as of August 25, 2023 (the “Effective Date”), by and among THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“Metro” or the “Metropolitan Government”), THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the “Authority”), and TENNESSEE STADIUM, LLC], a Delaware limited liability company (“StadCo”). Metro, the Authority and StadCo collectively are referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Authority owns 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 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, the Metropolitan Government, the Authority and the Team have determined that the construction of a new, first-class, state-of-the-art, enclosed venue for professional football and numerous other sporting, entertainment, cultural and civic events, and which will be used for hosting Team games (the “Stadium”) will encourage and foster economic development and prosperity for Metro and the State of Tennessee;

WHEREAS, the parties have agreed that the Stadium will be located on an approximately 20-acre portion of property located on the Campus immediately to the east of the Existing Stadium, as generally depicted and more specifically defined in **Exhibit C** (the “Stadium Site”), and that the Existing Stadium will continue to remain in operation until the Stadium commences operations, at which point the Existing Stadium will be demolished;

WHEREAS, the parties have determined that the Metropolitan Government should arrange for the development of those portions of the Campus located outside of the Stadium Site, including the location of the Existing Stadium after its demolition, all as more fully described herein;

WHEREAS, to facilitate the foregoing, (i) the Authority and Cumberland have 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 has conveyed fee title to the entirety of the Campus, other than the Existing Stadium Site, to Metro; and (iii) the Authority has granted Metro an option to purchase the Existing Stadium Site upon the expiration of the Existing Lease, all such that the Metropolitan Government will ultimately hold fee title to the entirety of the Campus;

WHEREAS, Metro and the Authority have 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;

WHEREAS, the Authority and StadCo, have entered into that certain Development and Funding Agreement dated as of August 25, 2023 (the “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;

WHEREAS, the Authority and StadCo have 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 has initiated a Request for Qualifications and Proposals Process whereby Metro (i) is seeking a master developer for those portions of the Campus identified on **Exhibit E** (the “Initial Development Area”), (ii) will enter into one or more development agreements with the Campus developer(s) so selected, and (iii) will enter into one or more long-term ground leases with the Campus developer(s) so selected;

WHEREAS, within the Initial Development Area, the parcel identified on **Exhibit E** as Parcel B may be referred to herein as the “North Village”, and the parcel identified on **Exhibit E** as Parcel C may be referred to herein as the “South Village” (the North Village and South Village, collectively, the “Stadium Village”);

WHEREAS, within the South Village, there is an area that may hereafter be described as the “Stadium Plaza”, as further defined in **Exhibit A**;

WHEREAS, Metro intends to develop the portion of the Campus not included in the Initial Development Area (the “Future Development Area”) via ground leases to, and development agreements with, one or more third-party developers commencing upon the demolition of the Existing Stadium;

WHEREAS, Metro, the Authority and StadCo are executing and entering into this Agreement to set forth certain agreements with respect to (i) the provision and maintenance of parking facilities for the benefit of the Stadium and, while it remains in operation, the Existing Stadium, (ii) the development, design, construction and operation of the Campus at the direction of the Metropolitan Government, and the coordination thereof with Stadium Project Improvements Work, and (iii) the Parties’ respective rights and obligations with respect to the use and operation of the Campus;

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 Campus Developer Joinder and Assumption. Subject to Section 1.4 of this Agreement, until Metro causes a Campus Developer or Developers to execute a joinder agreement relating to all obligations of a Campus Developer hereunder (such agreement to be reasonably agreed between Metro and StadCo), Metro shall be liable for all obligations of a Campus Developer pursuant to the terms of this Agreement that must be performed before such date or dates, and Metro shall be released from any and all obligations assumed by a Developer.

Section 1.3 Campus Developer Obligations. To the extent there are multiple Campus Developers performing the obligations of a “Campus Developer” under this Agreement, the phrase “the Campus Developer” or “a Campus Developer” shall mean and refer to each such Campus Developer with respect to the portion of the Campus that it is to develop, and multiple Developers shall not be jointly and severally liable unless expressly so stated.

Section 1.4 Metro and Authority Obligations. To the extent, if any, Metro and/or the Authority undertake, or are required to undertake, for any reason one or more obligations of the Campus Developer described in this Agreement, the corresponding reference herein to the Campus Developer shall be construed to refer to Metro and/or the Authority, as applicable, and Metro and/or the Authority, as applicable, shall be obligated to perform such obligation with respect to the applicable component of the Campus to which such obligation pertains until a Developer assumes such obligations.

ARTICLE 2 REPRESENTATIVES OF THE PARTIES

Section 2.1 Authority and Metro Representatives. The Authority hereby designates the Executive Director of the Authority (or his or her designee) to be its authorized representative pursuant to this Agreement (the “Authority Representative”), and Metro hereby designates its Director of Finance, or his or her designee, to be its authorized representative pursuant to this Agreement (the “Metro Representative”). Metro and the Authority shall each have the right, from time to time, to change the individual or individuals who are the Metro Representative and the Authority Representative, respectively, by giving at least ten (10) days’ prior written Notice to StadCo thereof. Any written Approval, decision, confirmation or determination of the Metro Representative – and any written Approval, decision, confirmation or determination of the Authority Representative – shall be binding on Metro and the Authority, respectively, except in those instances in which this Agreement specifically provides for the Approval, decision, confirmation or determination of the Council (with respect to Metro) or the Authority Board (with respect to the Authority); *provided, however*, that notwithstanding anything in this Agreement to

the contrary, neither the Authority Representative nor the Metro Representative shall have any right to modify, amend or terminate this Agreement.

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 the Authority 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 the Authority and Metro 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.

ARTICLE 3 TERM

Section 3.1 Term. The term of this Agreement shall commence on the Effective Date and, except as otherwise expressly provided herein, shall expire at the end of the Lease Term (the “SCA Term”). Notwithstanding the expiration of the Lease Term or the earlier termination of this Agreement, these rights and obligations of the Parties herein that are expressly intended to survive such expiration or earlier termination shall accordingly survive.

ARTICLE 4 REPRESENTATIONS

Section 4.1 Representations and Warranties of the Authority and Metro. The Authority and Metro each represent and warrant (for itself only and not with respect to the other) to StadCo, as of the Effective Date (unless otherwise expressly provided herein) and thereafter until this Agreement expires or is terminated, as follows:

(a) Organization (Authority). The Authority is a governmental entity, duly organized and validly existing under and by virtue of the provisions of the Act. The Authority 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) Organization (Metro). Metro is a public corporation established by Charter adopted by referendum vote on June 28, 1962, in conformity with the laws of the State.

(c) Authorization. The Authority and Metro each have the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy their respective obligations and duties hereunder. The execution, delivery, and performance of this Agreement by each of the Authority and Metro have 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. This Agreement has been duly executed and delivered by each of the Authority and Metro. The individuals executing and delivering this Agreement on

behalf of the Authority and Metro have all requisite power and authority to execute and deliver the same and to bind the Authority and Metro hereunder.

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

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

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

(g) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by the Authority or 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 the Authority or Metro is a party or by which the Authority or Metro or any of its properties or assets are bound which will have a material adverse effect on the Authority or Metro's ability to perform and satisfy its obligations and duties hereunder.

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

Section 4.2 Representations and Warranties of StadCo. StadCo represents and warrants to the Authority 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 Authority 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 Authority and Metro, this Agreement constitutes legal, valid, and binding obligations of StadCo, enforceable against it in accordance with its terms.

(d) 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.

(e) 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.

(f) 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.

(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 CONSTRUCTION DEVELOPMENT AND COORDINATION

Section 5.1 Development of Campus Improvements. The Metropolitan Government may, but shall not be required to, engage one or more third-party developers (each a “Campus Developer”) pursuant to one or more development agreements (each a “Campus Development Agreement”) to perform any development, design and construction of improvements to properties within the Campus, including any Campus Infrastructure (but specifically excluding the Stadium

Project Improvements Work) (“Campus Improvements”), provided that any such development, design and construction shall be subject to the terms of this Agreement. Any work undertaken by or on behalf of the Metropolitan Government by a Campus Developer to develop, design and construct Campus Improvements (the “Campus Improvements Work”), shall be undertaken at no cost to StadCo except as otherwise expressly set forth herein. For the avoidance of doubt, subject to Section 5.2(a), the Developer shall have sole approval rights over its final design documents of the Campus Improvements Work.

Section 5.2 Campus Improvements Design and Construction Coordination.

(a) Campus Improvements Plan Review Coordination. The Metropolitan Government agrees to include within each Campus Development Agreement a requirement that the Campus Developer identified thereunder (i) meet and consult with StadCo as part of a collaborative process to allow StadCo to review and provide input with respect to the development and design of the Campus Improvements and in particular the development and design of the Stadium Village (if applicable), (ii) consider, in good faith, any opinions and observations StadCo may have with respect thereto, and (iii) endeavor, in good faith, to consult with StadCo at such reasonable times prior to finalization of the various stages of the Campus Improvements design documents by the Developer so that StadCo has adequate time to provide coordinated input, provided that in no event is the Campus Developer required to delay the design schedule to allow for StadCo review and input. The Parties acknowledge that the purpose of this paragraph is to allow StadCo to review, consult and provide input with regard to various elements of the Campus Improvements design in an effort to coordinate continuity and shared interests as between the Project Improvements and the Campus Improvements.

(b) Campus Improvements Work. The Metropolitan Government agrees to include within each Campus Development Agreement a requirement that the Campus Developer identified thereunder (i) keep StadCo reasonably informed as part of a collaborative process with respect to the Campus Improvements Work, and material modifications thereto, and in particular any Campus Improvements Work occurring on the Stadium Village, if applicable (the “Stadium Village Improvements Work”), and (ii) meet with the StadCo Representative at time reasonably requested by the StadCo Representative to advise StadCo regarding the status of the Campus Improvements Work. The StadCo Representative shall provide the Campus Developer with its opinions and suggestions related to the Campus Improvements Work with reasonable promptness. The Campus Developer agrees to consider and review opinions and suggestions submitted by the StadCo Representative.

(c) Project Improvements Work. StadCo agrees to include within the Construction Manager at Risk Agreement a requirement that the CMAR (i) keep the Campus Developers reasonably informed as part of a collaborative process with respect to the Campus Improvements Work, and material modifications thereto, and in particular any Campus Improvements Work occurring on the Stadium Village, and (ii) meet with the Campus Developers at times reasonably requested by a Developer to advise the Developer regarding the status of the Project Improvements Work.

Section 5.3 Performance of the Campus Improvements Work. Except as expressly provided in this Agreement, the Metropolitan Government, or the Campus Developer on its behalf,

is responsible for all costs incurred in connection with the Campus Improvements Work, including any costs, charges and fees in connection with supplying the Campus Improvements with all necessary utilities, all costs, charges, and fees payable to any Governmental Authority in connection with the Campus Improvements Work (including all building permits, platting, and zoning fees and street closure fees or any other license, permit or approval under Applicable Laws), and all other site preparation costs, fees or expenses incurred in connection with the design, development, construction, furnishing, and opening of the Campus Improvements. For the avoidance of doubt, neither the Metropolitan Government nor any Campus Developer is responsible for Infrastructure Work or any costs, charges, and fees payable to any Governmental Authority in connection with the Project Improvements Work (including all building permits, platting, and zoning fees and street closure fees or any other license, permit or approval under Applicable Laws), and all other site preparation costs, fees or expenses incurred in connection with the design, development, construction, furnishing, and opening of the Project Improvements.

Section 5.4 General Coordination Obligations. The Metropolitan Government agrees to include within each Campus Development Agreement a requirement that, until the Substantial Completion of the Stadium Project Improvements Work, the Campus Developer and any Campus Contractor identified thereunder, shall comply with the obligations assigned to them below. Likewise, StadCo agrees to include in the Construction Manager at Risk Agreement a requirement that, until the Substantial Completion of the Stadium Project Improvements Work, the CMAR shall comply with the obligations assisted to it below.

(a) Schedule Coordination. The Campus Developers, Campus Contractors, StadCo and the CMAR shall meet and confer in good faith as required to coordinate construction schedules for the Campus Improvements Work with the construction schedules for the Stadium Project Improvements Work to avoid delays or interference. The Campus Developer and Campus Contractor on the one hand, and StadCo and the CMAR on the other hand, (i) shall meet and confer in good faith from time to time to provide each other with monthly construction schedule updates to extent their work has continuing, potential impacts with respect to delay or interference, and (ii) agree to work in good faith with respect to such schedule coordination. However, the Metropolitan Government shall cause each Campus Developer and any Campus Contractor to agree that any construction work of a material nature that is likely to affect the critical path that is required to achieve Substantial Completion (as that term is defined in the Stadium Lease) of Project Improvements shall take precedence with respect to coordination of schedules. At the first meeting with a Campus Developer, StadCo shall provide to such Campus Developer a Stadium Project Improvements Construction Schedule with respect thereto, and prior to commencing construction of any new Campus Improvements within the Stadium Village, the Metropolitan Government shall cause each Campus Developer and any Campus Contractor to provide to StadCo with a Campus Improvements Construction Schedule with respect thereto.

(b) Site Management Plan Coordination. The Campus Developers, Campus Contractors, StadCo, and the CMAR shall meet and confer in good faith to coordinate site management plans with respect to the Campus Improvements Work and the Stadium Project Improvements Work. However, the Campus Developers agree that, given the criticality of timing with respect to Stadium opening and the CMAR's compliance with sequencing and schedules in order to accommodate that objective, the Campus Developers shall (and shall cause any Campus Contractors to) give reasonable deference to the CMAR's site management plan as it pertains to

necessary site access, parking, staging and storage, including lay down space, crane operations and other construction-related activities, provided that both Parties agree to work in good faith to resolve any disputed issues with respect thereto that may arise. In addition, given the tight boundary constraints of the Stadium Site, the Campus Developers agree (and shall cause any Campus Contractors) to coordinate in good faith to afford the CMAR reasonable opportunity for introduction, storage and/or operation of its materials and equipment and performance of its activities on the Campus as may be reasonably required in connection with the performance of the Stadium Project Improvements Work. Once the Stadium is Substantially Complete StadCo shall give reasonable deference to the Campus Developer's and Campus Contractors' site management plan, provided that such plan does not result in material interference with StadCo's right to use the Campus, including without limitation the Stadium, Stadium Plaza and Campus Park, during Stadium Event Operational Periods, as provided herein, or otherwise result in material interference with StadCo's operations at the Stadium or the Stadium Plaza (subject to the provisions of Section 7.4(b) addressing governance and operation of the Stadium Plaza).

(c) Safety Plan Coordination. The Campus Developer, Campus Contractor, StadCo and the CMAR shall coordinate in good faith with regard to site safety compliance and site security with respect to the Stadium Project Improvements Work and the Campus Improvements Work, particularly with respect to parking in use by StadCo., TeamCo and its Related Parties and damage to individuals and adjacent property.

(d) Integration of Work. The Campus Developers, Campus Contractors, StadCo and the CMAR shall coordinate in good faith with respect to portions of the Campus Improvements Work and the Stadium Project Improvements that require integration and shall coordinate with regard to schedules, sequencing, means and methods with respect thereto.

Section 5.5 Access to the Project. StadCo and the Campus Developer and shall cooperate in good faith to grant StadCo access to the Campus Improvements, at reasonable times and upon reasonable notice to the Campus Developer, to review the status of the Campus Improvements, provided that StadCo adheres to any safety protocols implemented by the Campus Developer.

Section 5.6 Stadium Events. The Campus Developer and StadCo shall coordinate in good faith to (i) develop and implement a plan to prevent material interference with Stadium Events during Stadium Event Operational Periods caused by Campus construction operations performed by the Campus Developers and any Campus Contractor, including material interference caused by dust, noise, construction traffic and such other construction activity that may have a materially negative impact on Stadium Event operations and (ii) ensure that an available pathway exists on roads, sidewalks and walkways (to the extent controlled by the Developer or Metro and are otherwise in compliance with duly adopted and generally applicable regulations) from agreed upon parking areas to the Stadium Site and they are open and available for pedestrian and vehicular traffic.

Section 5.7 General Cooperation. Subject to the coordination obligations in Section 5.4, the Campus Developers and StadCo agree to cooperate in good faith with the other during the SCA term so as to keep the other reasonably apprised of any Project Improvements Work and the

Campus Improvements Work on an advisory basis and in particular with respect to the Stadium Village Improvements Work.

Section 5.8 Environmental Remediation.

(a) Campus. Metro and the Campus Developers are solely responsible for the remediation, disposal, and transport of all Hazardous Materials in connection with the Campus Improvements (i) on that portion of the Campus located outside of the Stadium Site, whether pre-existing or brought to or created on such portion of the Campus, by Metro, the Authority, a Campus Developer, a Campus Contractor or their Related Parties or (ii) on the Stadium Site with respect to the migration of Hazardous Materials from the Campus located outside the Stadium Site to the Stadium Site after the date hereof to the extent caused by Metro, the Authority, a Campus Developer, a Campus Contractor or their Related Parties.

(b) Stadium Site. StadCo and the CMAR are solely responsible for the remediation, disposal, and transport of all Hazardous Materials in connection with the Stadium Improvements (i) on the Stadium Site to the extent pre-existing or brought to or created on the Stadium Site by StadCo, the CMAR or their Related Parties or (ii) on that portion of the Campus located outside of the Stadium Site with respect to the migration of Hazardous Materials to such portion of the Campus to the extent caused by StadCo or CMAR.

Section 5.9 Contract Requirements.

(a) General Requirements. Metro shall require its Campus Developers to include in all contracts to which each Campus Developer in direct party with any Person for the performance of any Campus Improvements Work (each a "Campus Contract" and collectively the "Campus Contracts") to (i) name TeamCo, StadCo and their Affiliates as additional insureds as their interests may appear on all policies of insurance (except for workers' compensation and professional liability) (ii) require such Person to perform the Campus Improvements Work in accordance with Applicable Law, and (iii) grant StadCo and TeamCo an irrevocable (during the Term of the Stadium Lease), non-exclusive license to those necessary portions of the Campus Improvements Plans to use them solely to facilitate StadCo's operations on the applicable portions of the Campus as provided in this Agreement.

(b) Warranties. In addition to the foregoing, with respect to all Campus Contracts for the construction of Required Parking Spaces, the Metropolitan Government shall cause its Campus Developers to require industry standard warranties from each Campus Contractor and from subcontractors, manufacturers or suppliers of any materials or equipment.

ARTICLE 6
CAMPUS INFRASTRUCTURE NECESSARY TO THE OPERATION OF THE
STADIUM

Section 6.1 North Village Staging Area and Parking.

(a) North Village Staging Area. StadCo will develop, design and construct the North Village for use by StadCo, TeamCo and its Related Parties for surface parking. Up to 150,000 sq. ft. of that surface parking space within the North Village may be used interchangeably

as an area available for equipment staging and/or other Stadium Event operational uses (the “North Village Staging Area”). The specific location of the North Village Staging Area may be located at different locations within the North Village from time to time, as may be designated by StadCo, subject to the approval of Metro and the Authority, not to be unreasonably withheld.

(b) Required North Village Stadium Parking. StadCo will design, develop and construct that number of surface parking spaces in the North Village that can be configured within the boundaries of the North Village (inclusive of the North Village Staging Area) based on 375 sq. ft. per stall including allocable portion of drive lanes for use by StadCo, TeamCo and their Related Parties as further set forth in this Agreement (the “North Village Parking Spaces”). For purposes of clarity, the North Village Staging Area will overlap with the North Village Parking Spaces.

(c) North Village Staging Area / Parking Costs. All of the costs required to design, develop and construct the North Village Staging Area and the North Village Parking Spaces will be performed as part of the Stadium Project Improvements Work, and the cost of the Stadium Project Improvements Work will be included in the Stadium Project Budget. Upon completion of the Stadium Project Improvements Work, StadCo shall provide the Authority and Metro the number of resulting North Village Parking Spaces and with a drawing of the North Village Parking Spaces.

Section 6.2 Campus Developer North Village Improvements and Replacement Parking.

(a) Campus Developer North Village Improvements. The Metropolitan Government may engage a Campus Developer to develop Campus Improvements within the North Village (the “Campus Developer North Village Improvements”), provided that the Campus Developer gives prior Notice to StadCo, which shall not be less than one hundred and eighty (180) calendar days prior to the first Team Game in the calendar year in which the Campus Developer plans to commence construction activities with respect thereto. In such case, the Campus Developer shall provide to StadCo replacement parking at Campus Developer’s expense: (i) equal to the number of parking spaces removed from the North Village Parking Spaces (with proper dimensions as required by Section 6.1(b)), together with all attendant lighting, access devices and other improvements necessary for a fully functioning parking facility) as a result of the Campus Developer North Village Improvements (the “North Village Removed Parking Spaces”); (ii) at a location on the Campus that is mutually agreeable to Metro, Campus Developer and StadCo; and (iii) within thirty (30) calendar days prior to the commencement of any actual construction activities by the Campus Developer resulting from the Developer North Village Improvements, such that StadCo, TeamCo and its Related Parties will have no interruption (subject to Force Majeure) in the use of Required Parking resulting from the Campus Developer’s removal of the North Village Parking Spaces (or portion thereof) resulting from the Campus Developer North Village Improvements. If such Notice is provided to StadCo within the time periods set forth below, the Campus Developer shall pay to StadCo the corresponding amounts within thirty (30) days after commencement of actual construction of the Campus Developer North Village Improvements.

<p style="text-align: center;"><u>Time Period</u> “Substantial Completion” means Substantial Completion of the Stadium Project Improvements</p>	<p style="text-align: center;"><u>Amount Owed to StadCo by Campus Developer</u></p>
<p style="text-align: center;">0-1 year after Substantial Completion</p>	<p style="text-align: center;">\$5,000,000, times North Village Removed Parking Spaces, divided by North Village Parking Spaces</p>
<p style="text-align: center;">1-2 years after Substantial Completion</p>	<p style="text-align: center;">\$4,000,000, times North Village Removed Parking Spaces, divided by North Village Parking Spaces</p>
<p style="text-align: center;">2-3 years after Substantial Completion</p>	<p style="text-align: center;">\$3,000,000, times North Village Removed Parking Spaces, divided by North Village Parking Spaces</p>
<p style="text-align: center;">3-4 years after Substantial Completion</p>	<p style="text-align: center;">\$2,000,000, times North Village Removed Parking Spaces, divided by North Village Parking Spaces</p>
<p style="text-align: center;">4-5 years after Substantial Completion</p>	<p style="text-align: center;">\$1,000,000, times North Village Removed Parking Spaces, divided by North Village Parking Spaces</p>

Regardless of when the Campus Developer provides such Notice to StadCo, the Campus Developer shall be liable for any usual and customary termination fees payable to a parking operator pursuant to any parking operating agreement entered into by StadCo for operation of the North Village Parking Spaces in an arm’s length transaction with a third-party operator; provided that no such parking operating agreement shall have a term longer than one year without the prior written consent of the Authority and Metro. Notwithstanding anything in the foregoing to the contrary, during the construction of the Campus Developer North Village Improvements, the Campus Developer shall preserve one more areas, reasonably acceptable to StadCo, with a total surface area of 150,000 sq. ft. of surface space for use by StadCo, TeamCo and its Related Parties for equipment staging and/or other Stadium Event operational uses for specified Stadium Events identified by StadCo during Stadium Event Operational Periods. During such Stadium Event Operational Periods, the Campus Developer may not use such 150,000 sq. ft. for construction operations, shall keep it free and clear of its or its Campus Contractors’ construction equipment, materials and debris and shall ensure such area is fenced off (or otherwise securely and safely separated) from adjacent construction activities by the Campus Developer on the North Village.

(b) North Village Structured Parking. The Campus Developer shall include, at its sole cost and expense other than reimbursement for operating costs and cleaning costs arising from the use thereof by StadCo or its invitees, structured parking as part of the Campus Developer North Village Improvements (the “North Village Parking Deck”). The North Village Parking Deck shall, at a minimum, include a number of spaces equal to the North Village Removed Parking Spaces (the “StadCo North Village Parking Deck Spaces”). The Campus Developer shall provide StadCo access to, and the ability to occupy and use, the North Village Parking Deck within thirty (30) days after Substantial Completion thereof. The Campus Developer may also provide not less than 150,000 sq. ft. of parking area that is functionally available for staging operations, reasonably acceptable to StadCo, as part of the Campus Developer North Village Improvements. Following the delivery of such 150,000 sq. ft. of parking/staging area, the areas otherwise preserved within the North Village for staging area may be developed by a Campus Developer in the manner set forth above in this Section 6.2 (but without any further preservation of staging square footage).

Section 6.3 Campus Parking Outside the North Village. In addition to the parking described in Sections 6.1 and 6.2, Metro and the Authority shall at all times maintain not less than 2,000 structured or surface parking spaces elsewhere on the Broader Campus, other than in current lots identified as S, H, K and J (the “Campus Required Parking” and, together with the North Village Parking Spaces and any StadCo North Village Parking Deck Spaces, the “Required Parking Spaces”). On the date hereof, the Broader Campus, excluding current lots identified as S, H, K and J, contains 2,999 parking spaces, a roster for which is attached hereto as **Exhibit F** (the “Existing Campus Parking Spaces”).

Section 6.4 Removal of Campus Required Parking. The Developer shall have the right to remove one or more of the parcels from the Campus Required Parking for further development of the Campus. In such case, the Developer shall provide Notice to StadCo within one hundred and eighty (180) days prior to the first Team Game in a calendar year in which the Developer plans to commence construction on such parcel(s) and shall specifically identify the parcel(s) in question and the boundaries of the proposed development. Any Campus Required Parking required to be designed, developed and constructed as a result of the reduction of Existing Campus Parking Spaces below 2,000 shall be designed, developed and constructed on such locations within the Campus that are mutually agreeable to Metro, the Campus Developer and StadCo at no cost to StadCo.

Section 6.5 Annual Parking Coordination Meeting. The Parties shall schedule an annual meeting immediately following the conclusion of each NFL Season to discuss all matters related to the status and utilization of Existing Campus Parking Spaces, and any plans for the construction of Campus Improvements.

Section 6.6 Second Street and Adjacent Sidewalks. The portion of Second Street (and adjacent sidewalks and utilities) between Woodland Street and Shelby Street will be developed, design and constructed on a temporary and permanent basis as part of the Project Improvements (the “Second Street Improvements”). The cost of the Second Street Improvements on both a temporary and permanent basis is included in the Stadium Project Budget. However, the Authority shall reimburse StadCo for 50% of the portion of its costs related to developing, designing and constructing the Second Street Improvements on a permanent basis. StadCo may send the

Authority an invoice for such costs in the manner described in Section 9.9 of the Lease and the Authority shall pay such invoice from amounts on deposit in the Eligible Projects Fund in the manner described in the Stadium Lease.

Section 6.7 Campus Park. The Parties agree that a portion of the Campus in substantially the size and location within the Metropolitan Government Planning Department's Imagine East Bank vision plan, as depicted on Exhibit G (the "Campus Park Area") will consist of an open-space, park area owned by Metro or an instrumentality thereof (the "Campus Park"), to be utilized by StadCo in Stadium Event Operational Periods as more fully described herein. No Campus Improvements Work inconsistent with the reservation of the Campus Park Area shall be undertaken without the prior written consent of StadCo. The Metropolitan Government shall develop, design and construct the Campus Park at its sole cost and expense. The appropriate Metro and Authority officials shall make a good faith effort to present for approval by all necessary governing bodies the construction and funding of the design, development and construction of the Campus Park Area, as and when Campus Improvements Work is being designed, developed and constructed in the Future Development Area.

Section 6.8 Funding as Eligible Project Expenses. The Parties anticipate and agree that the capital projects described in this Article 6 constitute Eligible Projects (as defined in the Stadium Lease), which may be funded in the manner contemplated by Section 9.9 of the Stadium Lease.

ARTICLE 7 COVENANTS, CONDITIONS AND RESTRICTIONS

Section 7.1 General. The Parties acknowledge and agree that the Campus shall be subject to covenants, conditions and restrictions ("CC&Rs") described in this Article 7 established by the Authority and Metro but which shall be subject to the reasonable, prior written approval of StadCo and shall be recorded in the Office of the Davidson County Register of Deeds prior to Metro's or the Authority's conveyance or lease to any Campus Developer or any other third party of any interest in any of the real property described on Exhibit B attached hereto, but in any case, on or before the effective date of a lease to a Campus Developer with respect to such real property.

Section 7.2 Easements. The Parties agree that the CC&Rs shall include easement provisions as follows:

(a) Plaza Easement. Metro and StadCo will work together to agree upon the terms upon which Metro will establish an easement over the Stadium Plaza for the benefit of the Stadium Site and the tenant under the Stadium Lease and its successors and assigns (collectively, the "Stadium Tenant") and its permittees, agents, employees, contractors and invitees (collectively, the "Stadium Tenant Related Parties").

(b) Campus Park. Metro and StadCo will work together to agree upon the terms upon which Metro will establish an easement over the Campus Park for the benefit of the Stadium Tenant and the Stadium Tenant Related Parties.

(c) Access Easement. Metro will establish an easement over the portion of any open space and pedestrian access way located within the Stadium Village for the purposes of access, ingress and egress to, from and between the streets abutting and adjacent to the Stadium

Village and the Stadium Site for the benefit of the Stadium Tenant and the Stadium Tenant Related Parties, subject to event protocols to be determined in the CC&Rs.

(d) Utility Easements. Metro and StadCo will work together to agree upon defined easements across, through and upon the Stadium Village, other than areas occupied by buildings and any permissible building area, as are reasonably necessary, without materially interfering with the use of the Stadium Village, to provide rights-of-way for public or private utility services for the benefit of the Stadium Site and the Stadium Tenant. The CC&Rs will address coordination of construction schedules and logistics, as reasonably necessary and required.

(e) Footing, Foundation and Attachment Easements. If required for the construction and maintenance of the Stadium foundation and footings, Metro will agree to establish such easements in, on, over and to the Stadium Village that abuts the Stadium Plaza for the construction and maintenance of foundations and footings to the extent reasonably necessary in connection with the construction of the Stadium for the benefit of the Stadium Site and the Stadium Tenant, which easements will provide for, among other things, cooperation with respect to coordination of construction schedules so as to facilitate the construction of improvements on the Stadium Site and the Stadium Village.

(f) Additional Easements. The CC&Rs will address other easements reasonably required in connection with an integrated development, including without limitation, easements for any physical integration and connections at, above or below ground level between various components of the Campus and the Stadium (e.g., pedestrian bridges and loading and service areas), permissible encroachments (if any), installation and existence of lights and signs, construction and lay-down areas (including schedules for the same), airspace rights and use of common areas.

(g) Easements Generally. If, to the extent that this Section 7.2 refers to an easement it may either be an easement or the closest utilitarian equivalent as required by Applicable Law.

Section 7.3 Operation and Maintenance. The Parties agree that the CC&Rs shall include operation and maintenance provisions (with typical provisions in favor of institutional Leasehold Mortgagees and other institutional mortgagees lending to any owner, lessee, or sublessee, which mortgagee's interest is secured by a Leasehold Mortgage or other institutional mortgage) as follows:Building and Utility Lateral Maintenance. The CC&Rs will obligate each owner to keep and maintain, or cause to be kept and maintained, at no expense to the other owners, all buildings and other improvements located on its site and will allocate costs associated therewith and include customary remedies for enforcement in the event such obligations are not satisfied.

(b) Maintenance and Operation of the Stadium Plaza. Unless otherwise stated in this Agreement, the CC&Rs will address who will maintain and operate the Stadium Plaza, as well as standards for, and control of, the same.

(c) Maintenance and Operation of the Campus Park. The CC&Rs will obligate Metro or its designee, at its sole expense, subject to the Stadium Tenant's obligations set forth

below, to maintain the Campus Park. The CC&Rs will provide that the Stadium Tenant (i) has the right, subject to any then-existing license (unless such license materially impairs StadCo from using a majority of the Campus Park) or Metro rules and regulations with respect to public parks, to use the Campus Park and to collect all revenues deriving from StadCo's use with respect to Stadium Events during Stadium Event Operational Periods, and (ii) is responsible for operating costs with respect to the use and operation of the Campus Park during Stadium Event Operational Periods and for any costs of repair for damage caused by StadCo or its invitees.

Section 7.4 Use Restrictions. The Parties agree that the CC&Rs shall include reasonable use restriction provisions as follows:Off-Premises Signage; Advertising. The CC&Rs will include reasonable provisions granting the Stadium Tenant the right, subject to customary notice and cure periods, to enter the Stadium Village and the Campus Park to cover any signage or advertising installed in violation of Article 7 of this Agreement, as well as to recover reasonable costs and expenses incurred in connection with the same.

(b) Use of Stadium Plaza. Stadium Tenant shall have the right to use the Stadium Plaza and collect all revenues deriving from its use during Stadium Event Operational Periods. In addition, Metro and StadCo will cooperate to allocate, within the CC&Rs, rights with respect to governance of, and rules regarding, use of the Stadium Plaza by StadCo and by the Developer on days there are no Stadium Events, with a minimum guarantee of at least twenty (20) days per year for each of the Developer and StadCo.

(c) Use of Campus Park. Metro and StadCo will cooperate to allocate, within the CC&Rs, rights with respect to rules regarding use of the Campus Park during Stadium Event Operational Periods.

(d) Alcohol Carry Provisions. The parties will work in good faith to address any rights or restrictions relating to alcohol consumption in the Campus Park and the Plaza.

(e) NFL Security Buffer. The CC&Rs will establish security restrictions within a one-hundred-foot buffer area adjacent to Stadium (as contemplated to be part of the Stadium Site).

(f) Interference with Access and Operations of the Stadium Tenant. The CC&Rs will prohibit interference with access through portions of the Stadium Village into the Stadium Site, Campus Park and Stadium Plaza, subject to event protocols to be established in accordance with the CC&Rs. Metro and StadCo shall work together to establish CC&Rs that protect the respective business interests of the Stadium Tenant and the Developer, including without limitation, establishing limitations upon actions that may result in the cannibalization of operations at the Stadium Site and Stadium Village.

Section 7.5 Additional Reserved Rights. The CC&Rs will address additional reserved rights as follows:Commercial and Campus Events Rights. To the extent appropriately addressed in recorded covenants and restrictions, the CC&Rs will address the commercial rights and the Campus event rights described in Section 8.5 of this Agreement.

(b) Additional Rights of StadCo. Metro and StadCo will work together in good faith to establish a method to establish rights in the CC&Rs in favor of the Stadium Tenant

and the Campus Developer as to signage, including without limitation, fixed and digital, sponsorship activation, programmatic advertising, data, food and beverage sales, merchandise sales, e-commerce, ticket and premium seating packages promotions, the provision of fintech services and application of venue tech throughout the Campus.

ARTICLE 8 CAMPUS USE AND OPERATION

Section 8.1 Parking.

(a) Parking Operations Generally. With respect to all Stadium Events, StadCo and its Related Parties shall have access to and the exclusive right to use all Required Parking Spaces during Stadium Event Operational Periods in accordance with a parking plan to be agreed upon after the date hereof in good faith among StadCo, Metro and the Authority (the “Parking Plan”), except as to the Required Parking Spaces in the North Village which StadCo may use pursuant to a plan that is developed by StadCo pursuant to good faith discussions with Metro. The Required Parking Spaces shall be operated pursuant to parking operator agreements entered into or amended from time to time by or on behalf of Metro and/or the Authority (except as to the Required Parking Spaces in the North Village as set forth in Section 6.1, which will be entered into by StadCo only) (the “Parking Operator Agreements”). The Parking Plan and Parking Operator Agreements shall be structured and implemented to perform in terms of lighting, safety, ingress and egress, in a manner reasonably consistent with parking plans for Comparable NFL Facilities. The Parking Plan shall provide that StadCo shall have the sole and exclusive right to all revenue derived from: (i) all Required Parking Spaces in the North Village at all times; and (ii) all Required Parking Spaces not in the North Village in connection with Stadium Events during Stadium Event Operational Periods, all subject to the equitable reimbursement of operating expenses and repair costs.

(b) Parking Operations for Existing Stadium. During the remaining term of the Existing Lease, (i) StadCo and its Related Parties shall have access and rights to Campus Required Parking with respect to events at the Existing Stadium on the same terms and conditions as set forth in subsection (a) above for the benefit of Stadium Events; and (ii) StadCo shall have sole and exclusive rights to the use current lots identified as S, H, K and J on the same terms and conditions as described for the North Village Parking Spaces in subsection (c) below. StadCo, Metro and the Authority shall agree upon a parking plan during the term of the Existing Lease in the same manner as described in subsection (a) above.

(c) Additional Campus Parking. In addition to the Required Parking Spaces, the Metropolitan Government shall seek to require each Campus Developer to provide any parking facilities included in any Campus Improvements to be available for StadCo for parking with respect to Stadium Events on a reasonable basis taking into account the Developer’s own parking needs for its tenants and their invitees.

Section 8.2 Campus Park. Metro or its designee shall be responsible for the operation and cost of Campus Park maintenance, and the same shall be managed and maintained in clean and safe condition, and in accordance with all Applicable Laws. StadCo has the right to use the Campus Park and to collect all revenues deriving from StadCo’s with respect to Stadium Events

during Stadium Event Operational Periods. StadCo is responsible for operational costs with respect to the use and operation of the Campus Park during Stadium Event Operational Periods, including any and all costs to repair damage to the Campus Park as a result of its use during Stadium Event Operational Periods. Notwithstanding anything herein to the contrary, no portion of the East Bank Greenway (i.e., the existing approximately 14-foot wide paved path located along the Cumberland River) shall be operated by StadCo in any manner that prohibits or limits public access thereto.

Section 8.3 Special Stadium Events. The Parties agree that the Authority, Metro, the Campus Developer will work together in good faith to determine rights, obligations and other parameters relative to the Campus with respect to Special Stadium Events.

Section 8.4 License. The Authority, Metro and the Campus Developer hereby grant StadCo and its Related Parties a license and right of access to the Campus for the purpose of performing StadCo's obligations and exercising its rights under this Agreement without charges or fees or the payment of rent other than reimbursement of operating expenses for the use and operation of the Campus Park and Stadium Plaza during Stadium Event Operational Periods, and for any costs of repair for any damage caused by StadCo or its invitees, and subject to the terms of this Agreement and subject to compliance with applicable processes and procedures of Metro.

Section 8.5 Commercial Matters.

(a) Commercial Rights. Subject to the terms of the Stadium Lease and this Agreement, during the entire SCA Term, the Authority, Metro, the Campus Developer and their respective Affiliates agree that StadCo shall have the sole and exclusive right to exercise all Advertising Rights, Concession Rights and Hospitality Rights at, on or within any portion of the Stadium, Stadium Plaza and the Campus Park with respect to Stadium Events during Stadium Event Operational Periods and those portions of temporary advertising solely exploited during such Stadium Events, including, the sole and exclusive right to operate, control and sell, and to retain all revenue from the foregoing, and subject to all Applicable Laws, exercise all Data Rights with respect to, at, on or within all or any portion of the Campus with respect to Stadium Events during Stadium Event Operational Periods. However, the Parties agree that the foregoing shall not preclude the Campus Developer or its licensee from operating existing permanent Concessions on the Campus during Stadium Event Operational Periods that are operating under a duly issued license by Governmental Authorities or operating under a license duly issued by a Governmental Authority. StadCo and the Campus Developer will meet and discuss in good faith the potential sharing of certain data derived from StadCo's Data Rights; provided, however, neither StadCo nor the Campus Developer will be under any obligation to share such data with the other Party.

(b) Campus Sponsors. The Authority, Metro, the Campus Developer and their respective Affiliates agree that it will coordinate with StadCo and TeamCo with respect to the former Parties' solicitation and formal engagement of any Person (such Person, a "Campus Sponsor") to collectively maximize revenue for StadCo and the Campus Developer with respect to Advertising Rights at, on or within any portion of the Campus (excluding the Stadium, Stadium Plaza and Campus Park, which is governed by Section 7.5(b)). The Developer also understands the importance of StadCo and TeamCo's Advertising Rights, and particularly those in a commercial category in which StadCo and TeamCo have granted category exclusivity, and the

Developer agrees to work with StadCo in good faith in connection with Campus Sponsor solicitation and engagement acknowledging those concerns, subject to the terms of Ambush Marketing in 8.5(d).

(c) Additional Commercial Rights. Without limiting the foregoing, the Authority, Metro and the Campus Developer acknowledge and agree as follows:

(i) Subject to the terms of the Stadium Lease and this Agreement, during the entire SCA Term, StadCo and TeamCo will have the sole and exclusive right at the Stadium (and throughout the Campus Park during Stadium Operational Periods) to schedule and control the exhibition, presentation and broadcasting (or other transmission) of all professional sporting events, amateur sporting events or activities, eSports, exhibitions and tournaments, musical performances, theater performances and other forms of live entertainment, fairs, markets, festivals, shows or other public or private exhibitions and activities related thereto (collectively, the “StadCo and TeamCo Events”).

(ii) Without StadCo’s prior written approval (such approval to be granted at StadCo’s sole discretion), no Person shall have the right to control, conduct, sell, lease, license, publish, authorize and grant any opportunities with respect to sports betting and Casinos throughout the Campus, including, without limitation, (x) the right to conduct and offer games of skill and chance through land-based facilities located on the Campus, or (y) the right to provide wagering on real world sports competitions on the Campus, in each case, to the extent permitted by, and in accordance with, Applicable Law, provided, however the foregoing shall not prohibit gambling or games of chance operated by the Tennessee Lottery or other Governmental Authorities throughout the Campus (other than within the Stadium). No Casino shall be allowed within the Campus without the approval of the Metropolitan Council by ordinance;

(iii) The Campus Developer shall use reasonable efforts to integrate StadCo’s technology partners in the course of the design, development and operation of the Stadium Village, to achieve coordinated mobile technology, which efforts will include, without limitation, the Campus Developer 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 the Campus to enhance the experience of attending Stadium Events or being on the Campus and endeavoring to achieve revenue and cost synergies. Nonetheless, either Party may pursue an independent technology solution after meeting in good faith if it determines that a joint approach is not practical or in its best interest. In addition, StadCo shall have the sole and exclusive right to control, conduct, sell, lease, license, publish, authorize and grant any Person metaverse opportunities and other similar digital experiences now existing or hereafter developed at the Stadium, and to receive, retain and control all data related thereto, including, digital real estate mapping, scavenger hunts (e.g., Pokemon Go), AR, VR, music, geotargeted advertising and promotions, games (e.g., Roblox), and future dApps (decentralized applications via Web3) and the right to mint or otherwise develop non-fungible tokens (“NFT”) and other digital assets that, in each case, relate to the Team or any Stadium element (e.g., hotel stays, retail benefits, admission tickets, etc.), including, without limitation, any Stadium Event (“Digital Experiences and Assets”). Similarly, the Campus

Developer shall retain similar rights with respect to the Campus property. With respect to the Stadium Plaza, StadCo and the Developer agree to work in good faith to develop a plan regarding the foregoing rights and uses of Digital Experiences and Assets; and

(iv) StadCo and the Campus Developer shall have the right to sell and to retain all revenue from the sale of naming rights to the Stadium Plaza, provided that such naming rights shall be subject to a process that is subject mutual written approval of both StadCo and the Developer.

(d) Ambush Marketing. The Authority, Metro and the Campus Developer will use best efforts without the necessity to resort to exhaustive litigation and without diminishing StadCo's rights in law or equity to protect the Advertising Rights and other rights granted to StadCo under this Section 8.5 from Ambush Marketing. The Parties agree from time to time to discuss in good faith additional actions to be taken to protect StadCo from Ambush Marketing. The Authority and Metro agree to take all steps necessary at their own cost and expense to prevent non-sponsor advertisers from engaging in Ambush Marketing, which steps shall include, but not be limited to, the Authority, Metro and the Campus Developer developing and implementing an Ambush Marketing protection strategy to combat Ambush Marketing and other instances of infringement of intellectual property rights. The Authority, Metro and the Campus Developer will notify StadCo promptly in writing of any suspected instances of Ambush Marketing or infringement of, or upon becoming aware of any unauthorized use of, TeamCo or StadCo's intellectual property that affects StadCo's rights hereunder and will assist TeamCo and StadCo in protecting TeamCo and StadCo Intellectual Property. Nothing in this Section 8.5 imposes any obligation on StadCo (or TeamCo, the NFL or any NFL Entity, where applicable) to commence proceedings or to take enforcement action against a third party. Without limiting the Authority, Metro and the Campus Developer's other obligations under this Section 8.5, the Authority, Metro and the Campus Developer will work together in good faith to prevent Negative Advertising against StadCo and TeamCo and their Affiliates and their respective sponsors and other business parties.

ARTICLE 9 INSURANCE AND INDEMNITY

Section 9.1 Policies Required for Stadium Project Improvements Work. The Parties agree to develop insurance requirements that will be maintained by the Developer and Campus Contractors and also StadCo, including coverages, limits, deductibles, endorsements, required additional insureds other industry standard requirements applicable to developments of this size and complexity. The additional insureds on applicable policies shall include, at a minimum, StadCo, TeamCo and its Affiliates or the Developer and its Campus Contractors, as applicable.

Section 9.2 Indemnity. To the fullest extent permitted by Applicable Law, the Campus Developer agrees to defend, indemnify and hold harmless StadCo and its Affiliates from and against all claims, damages, loss, liabilities, fees and expense, including without limitation reasonable attorneys' fees and expenses and expert witness fees ("Loss") to the extent: (i) arising from a breach by Campus Developer of its obligations under this Agreement, (ii) arising out of or in any way incidental to any demolition, construction, use, occupancy or operation on or off the Campus or the Project Improvements incurred by or on behalf of StadCo or any StadCo Related

Party, or any invitee or guest of StadCo; or (iii) caused by the negligent acts or omissions of the Campus Developer or a Campus Contractor in performing any work or services on the Campus, provided that such Loss results from bodily injury, sickness, disease or death or damage to property, including loss of use resulting therefrom. The Campus Developer's defense, indemnity and hold harmless obligation shall not extend to the sole negligence of an indemnified party.

Section 9.3 Waiver of Right of Recovery. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT AFFECTING THE INSURANCE COVERAGES REQUIRED TO BE MAINTAINED HEREUNDER OR AS MAY BE SUBSEQUENTLY DEVELOPED BY THE PARTIES, THE AUTHORITY, METRO, THE CAMPUS DEVELOPER (AND EACH CAMPUS CONTRACTOR), STADCO, TEAMCO AND THEIR AFFILIATES EACH WAIVE ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE OTHER FOR ANY DAMAGE TO PROPERTY, AND RELEASE EACH OTHER FOR SAME, TO THE EXTENT THAT SUCH DAMAGE (A) IS COVERED (AND ONLY TO THE EXTENT OF SUCH COVERAGE WITHOUT REGARD TO DEDUCTIBLES) BY PROPERTY INSURANCE ACTUALLY CARRIED BY THE PARTY HOLDING OR ASSERTING SUCH CLAIM OR (B) WOULD BE INSURED AGAINST UNDER THE TERMS OF ANY INSURANCE REQUIRED TO BE CARRIED UNDER THIS AGREEMENT BY THE PARTY HOLDING OR ASSERTING SUCH CLAIM. THIS PROVISION IS INTENDED TO RESTRICT EACH PARTY (IF AND TO THE EXTENT PERMITTED BY APPLICABLE LAW) TO RECOVERY AGAINST INSURANCE CARRIERS TO THE EXTENT OF SUCH COVERAGE AND TO WAIVE (TO THE EXTENT OF SUCH COVERAGE), FOR THE BENEFIT OF EACH PARTY, RIGHTS OR CLAIMS WHICH MIGHT GIVE RISE TO A RIGHT OF SUBROGATION IN ANY INSURANCE CARRIER. NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER, OR THE MINIMUM LIMITS SPECIFIED HEREIN SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY A PARTY'S LIABILITY ARISING UNDER OR OUT OF THIS AGREEMENT PURSUANT TO THE TERMS HEREOF. AS BETWEEN (I) STADCO AND (II) THE CAMPUS DEVELOPER AND EACH CAMPUS CONTRACTOR, THE LATTER SHALL BE LIABLE FOR ANY LOSSES, DAMAGES OR LIABILITIES SUFFERED OR INCURRED BY STADCO, TEAMCO OR ITS AFFILIATES AS A RESULT OF ANY FAILURE TO OBTAIN, KEEP, AND MAINTAIN OR CAUSE TO BE OBTAINED, KEPT, AND MAINTAINED, THE TYPES OR AMOUNTS OF INSURANCE REQUIRED TO BE KEPT OR MAINTAINED OR CAUSED TO BE KEPT OR MAINTAINED BY UNDER THE TERMS OF THIS AGREEMENT.

Section 9.4 Indirect, Special, Exemplary or Consequential Damages. NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND OR NATURE, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF GOODWILL ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A Party's elected officials, appointed officials, board members, members, shareholders and other owners, directors, officers, employees, agents, and attorneys or other representatives shall not be personally liable for any obligations or other matters arising under this Agreement.

ARTICLE 10 DEFAULTS AND REMEDIES

Section 10.1 Events of Default and Remedies. The Parties will work in good faith to develop a mutually agreeable default and remedy clause with respect to matters arising out of this Agreement. The Parties specifically agree that any such default and remedy clause shall include a provision that says this Agreement shall terminate upon termination of the Lease Agreement pursuant to its terms; and that, otherwise, the Parties to this Agreement may not terminate this Agreement on any other grounds. For avoidance of doubt, the Parties agree that any amendments to this Section implementing the foregoing clause are subject to Section 13.2.

ARTICLE 11 STANDARDS FOR APPROVALS

Section 11.1 Review and Approval Rights. The provisions of this Article 11 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, the Authority or the Authority Representative or any Developer exercises Review and Approval Rights; *provided, however*, that if the provisions of this Article 11 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 11.2 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 ASSUMING THAT PERFORMANCE OF THE SUBMITTED MATTER IS LAWFUL.

(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 11.2 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; (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, and (c) ensure functional coordination with the Stadium Plans.

Section 11.3 Resubmissions. If the Reviewing Party disapproves of or fails to confirm a matter to which this Section 11.3 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 11.3 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 11.4 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 12 DISPUTE RESOLUTION

Section 12.1 Settlement By Mutual Agreement. In the event 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, the Parties shall first attempt in good faith to settle

and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 12.1. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other that it has elected to implement the procedures set forth in this Section 12.1. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, each Party's representative shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. If a mutual resolution and settlement are not obtained at the meeting of the Party's representatives, they shall cooperate in a commercially reasonable manner to determine if mediation or other forms of alternative dispute resolution might be useful. If a technique is agreed upon, a specific timetable and completion date for implementation shall also be agreed upon. If such technique, timetable or completion date is not agreed upon within thirty (30) days after the notice of the Dispute or Controversy was delivered, or if no resolution is obtained through such alternative technique, or if no such meeting takes place within the fifteen (15)-day period, then either Party may file suit in a court of competent jurisdiction in Davidson County, Tennessee.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.1 Notices.

(a) Form of Notices; Addresses. All notices, requests, Approvals or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by Notice given pursuant to this Section 13.1(a)):

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.: Director of Law

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Attn: Denis C. Braham

To the Authority: Metropolitan Government Sports Authority
730 President Ronald Reagan Way, Suite 103
Nashville, Tennessee 37210
Attn.: Executive Director

with a copy to: Metropolitan Department of Law
1 Public Square, Suite 108

Nashville, Tennessee 37201
Attn.: Director of Law

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Attn: Denis C. Braham

To StadCo: Tennessee Stadium, LLC
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
Attn: President/CEO

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

with a copy to: DLA Piper LLP
One Fountain Square
11911 Freedom Drive Suite 300
Reston, VA 20190-5602
Attn: Mark Whitaker

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective Party, as provided in this Section 13.1(a), except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) Business Days (e.g., requests for Approvals when the Person whose Approval is sought has one (1) Business Day to respond in the granting or denying of such Approval), Notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 13.2 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties. A signed writing by the Metropolitan Government to implement any such amendment, modification or supplementation shall be pursuant to a resolution of the Metropolitan Council.

Section 13.3 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 13.4 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 13.5 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 13.6 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 13.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and the Team 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 13.8 Entire Understanding. This Agreement, the Stadium Lease and the other Project Documents set 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 13.9 Termination Upon Termination of Development Agreement. Notwithstanding the provisions of Article 3 hereof, upon an Unwinding (as defined in the Development Agreement) pursuant to Section 3.6 of the Development Agreement, this Agreement shall be of no further force or effect; provided however that the Metropolitan Government shall take all steps necessary to cause the Campus (or portions thereof) to be either conveyed to the Authority or otherwise operated by the Metropolitan Government in a manner that fully preserves the rights of the lessee under Section 3.7 of the Existing Lease related to the operation of parking facilities.

Section 13.10 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 13.10. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 13.11 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 13.12 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 13.12 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 13.13 Relationship of the Parties. The Authority, Metro, the Campus 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 13.14 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 13.15 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 development agreement in a form reasonably agreed upon by the Parties (and a memorandum of modification of development 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 13.18 hereof.

Section 13.16 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; and (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.

Section 13.17 No Personal Liability to Representatives and Owners. 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 13.18 Runs with the Land. During the SCA Term, this Agreement, and StadCo's rights hereunder, each constitute an interest in the Land, and the Authority 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 constitute an interest in real estate that runs with title to the Land, and inures to the benefit of and is binding upon the Authority, StadCo and their respective permitted successors in title and permitted assigns, subject to the terms of this Agreement.

Section 13.19 Reserved.

Section 13.20 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, nor any of its 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 13.21 Public Records. The Parties agree that StadCo is not an office, department, or agency of Metro or the Authority for purposes of Tennessee Code Annotated Sections 10-7-403 and 10-7-701. StadCo is not a custodian of records for the Authority, nor is StadCo responsible for maintaining the Authority’s documents arising from or relating to this Agreement or the Campus Improvements.

Section 13.22 Permitted Assignment by Metro. Metro may assign its rights hereunder to one or more agencies or instrumentalities of the Metropolitan Government or designate one or more agencies or instrumentalities to act on its behalf.

[Remainder of Page Left Blank Intentionally]

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

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

By: 
Cathy Bender
Chair

ATTEST:


Aaron McGee
Secretary

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: 
Metropolitan Mayor

ATTEST:

By: 
Metropolitan Clerk

APPROVED AS TO AVAILABILITY OF FUNDS BY:


Director of Finance

APPROVED AS TO FORM AND LEGALITY:


Director of Law

TENNESSEE STADIUM, LLC, a Delaware limited liability company

By: 
Name: Shannon Myers
Title: SVP/Chief Financial Officer

**EXHIBIT A
TO
SITE COORDINATION AGREEMENT**

GLOSSARY OF DEFINED TERMS AND RULES OF USAGE

“Act” shall mean the Sports Authorities Act of 1993, codified as Chapter 67, of Title 7 of the Tennessee Code Annotated, as more fully described in the Recitals.

“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 Rights” means the right to display, control, conduct, lease, permit, sell, publish and enter into agreements regarding the display of all Advertising.

“Advertising” means, collectively, any of the following: advertising, sponsorship and promotional activity, signage, designations (including, but not limited to, “pouring rights” or similar designations and rights of exclusivity and priority), messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory signage or advertising displayed on non-permanent advertising panels or on structures, fixtures or equipment (such as scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual signage (such as digital bowl signage); sponsor-identified projected images; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaries or personnel engaged in the operation of any Stadium Events; and logo, slogan or other forms of advertising affixed to or included with cups, hats or T-shirts; advertising of Concessions; advertising through broadcast rights; and other concession, promotional or premium advertising items. The parties acknowledge that permanent rights, as used in this definition, does not apply in all instances to the Campus Park, Campus or the Stadium Plaza.

“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 possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

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

“Ambush Marketing” means any attempt by another Person, without StadCo or TeamCo or one of their respective Affiliate’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 or any of the NFL Entities. Ambush Marketing shall include, but not be limited to, the unauthorized use of StadCo and TeamCo’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 Team, StadCo, the NFL or any of the NFL Entities, or (ii) otherwise to imply a direct or indirect association, approval, or sponsorship with the Team, StadCo, the NFL or 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 the Authority, Metro or their respective representatives, as the case may be, is required under the terms of this Agreement, the specific approval of such item or matter by them pursuant to a written instrument executed by the Authority, Metro or their respective representatives, as applicable, delivered to StadCo, 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 Authority, Metro or their respective representatives pursuant to this Agreement shall be deemed to constitute or include any approval required in connection with any governmental functions of the Authority or Metro; (b) 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 Authority 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 (c) 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 Authority 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 mean the Sports Authority of Metro, a separate governmental entity authorized pursuant to the Act, and as may be further defined in the preamble of this Agreement.

"Authority Board" shall mean the Board of Directors of the Authority.

"Authority Representative" shall have the meaning set forth in Section 2.1 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.

“Business Hours” shall mean 9:00 a.m. through 5:00 p.m. on Business Days.

“Broader Campus” means the portions of the Campus other than the Stadium Village and the Stadium Site.

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

“Campus Balance Improvements” shall have the meaning set forth in the Recitals of this Agreement.

“Campus Contract(s)” shall have the meaning set forth in Section 5.7(a) of this Agreement.

“Campus Contractor” shall mean the Person(s) who is(are) the counterparty(ies) to a Campus Contract with the Authority, Metro or the Campus Developer (as the case may be).

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

“Campus Developer North Village Improvements” shall have the meaning set forth in Section 6.2(a) of this Agreement.

“Campus Improvements” shall have the meaning ascribed by Section 5.1.

“Campus Improvements Construction Schedule” shall mean the construction schedule for the applicable component of the Campus Improvements in question showing the relative times for performance of all significant tasks included for that portion of the Campus Improvements Work.

“Campus Improvements Work” shall have the meaning set forth in Section 5.1 of this Agreement.

“Campus Infrastructure” shall mean all utilities, roads and other infrastructure required for the use and operation of the Campus.

“Campus Park” shall have the meaning set forth in Section 6.7.

“Campus Park Area” shall have the meaning set forth in Section 6.7.

“Campus Required Parking” shall have the meaning set forth in Section 6.3.

“Casino” shall mean a building or any portion thereof 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. A building shall not be considered a Casino solely because such building (or

any portion thereof) provides (i) legalized sports betting and/or (ii) raffles or lotteries which are sponsored or operated by the State or other Governmental Authorities.

“CC&Rs” shall have the meaning set forth in Section 7.1 of this Agreement.

“CMAR” shall have the meaning set forth in the Development Agreement.

“Commissioner” shall mean the Commissioner of the NFL.

“Comparable NFL Facilities” means premier, first-class multipurpose, sports stadiums incorporating, at the time of initial construction or material renovation, technological innovations, environmental sustainability considerations, and other best practices in design, construction, and ultimate operations in which NFL teams regularly play their games and that are of comparable size and age, adjusted to reflect any material renovations, as the Stadium.

“Concessions” means, collectively, all food and beverages, including all alcoholic beverages (subject to procurement of all necessary Government Approvals), and Merchandise.

“Concession Rights” means the right to market, sell, display, distribute and store 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).

“Construction Manager at Risk or CMAR” shall have the meaning ascribed by the Development Agreement.

“Construction Manager at Risk Agreement” shall mean the Guaranteed Maximum Price agreement between the CMAR and StadCo dated for the construction of the Project Improvements, including all schedules and exhibits attached to the Construction Manager at Risk Agreement.

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

“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.

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

“Default Rate” shall mean an interest rate equal to the prime rate in effect on the date that the applicable underlying payment was required to be made (as reported in *The Wall Street Journal*) plus four percent (4%).

“Development Agreement” means that certain Development and Funding Agreement by and between the Authority and StadCo dated on or about the date hereof.

“Dispute or Controversy” shall have the meaning set forth in Section 12.1 of this Agreement.

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

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

“Existing Campus Parking Spaces” shall have the meaning set forth in Section 6.3 of this Agreement.

“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.

“Existing Stadium Events” means Team Events and any and all other events or activities of any kind at the Existing Stadium which are permitted under the Existing Stadium Lease, excluding events hosted by the Authority.

“Existing Stadium Lease” means that certain Stadium Lease, dated as of May 14, 1996, as amended, between the Authority, as lessor, and Cumberland Stadium, L.P., as lessee, related to the Existing Stadium.

“Future Development Area” shall have the meaning set forth in the Recitals 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.

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

“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, Concessions and Merchandise.

“Infrastructure Improvements” shall mean all improvements off of the Land that are reasonably determined to be necessary for the Stadium by StadCo, the Nashville Department of Transportation, Metropolitan Water Services, Nashville Electric Service, and/or Piedmont Natural Gas after the date hereof as a result of the actions of StadCo and any demolition work in connection therewith.

“Infrastructure Work” shall mean the design, development, and construction of the Infrastructure Improvements in accordance with the Development Agreement and any demolition work in connection therewith.

“Initial Campus Improvements” shall have the meaning set forth in the Recitals.

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

“Land” means the Stadium Site.

“Leasehold Mortgage” shall have the meaning set forth in Section 18.2(a) of the Stadium Lease.

“Leasehold Mortgagee” shall have the meaning set forth in the Stadium Lease.

“Lease Term” shall have the same meaning as “Term” as used in the Stadium Lease.

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

“Lessor” shall have the meaning set forth in the Stadium Lease.

“Losses” shall mean all losses, liabilities, costs, charges, judgments, claims, damages, penalties, fines, and expenses (including attorneys’ fees, except notice fees and expenses and costs of Actions or Proceedings).

“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.

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

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

“Negative Advertising” means mentioning Persons that are competitive with other Persons by name or by overt reference in any advertising that is (i) visible or audible on-site or (ii) directed to patrons or fans who are on the Campus by personal electronic means (e.g., online).

“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

“NFL Season” shall mean a period of time coextensive with the NFL season as established from time to time under the NFL Rules and Regulations (including post season).

“Non-Relocation Agreement” shall mean the Non-Relocation Agreement dated as of the Effective Date (as defined therein) by and between the Authority and the Team, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance therewith.

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

“North Village Parking Deck” shall have the meaning set forth in Section 6.2(b) of this Agreement.

“North Village Parking Spaces” shall have the meaning set forth in Section 6.1(b) of this Agreement.

“North Village Removed Parking Spaces” shall have the meaning set forth in Section 6.2(a) of this Agreement.

“North Village Staging Area” shall have the meaning set forth in Section 6.1(a) 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.

“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.

“Personal Seat License Marketing and Sales Agreement” shall mean that certain Personal Seat License Marketing and Sales Agreement dated the date hereof by and between the Authority and StadCo.

“Project Documents” shall mean collectively, this Agreement, the Stadium Lease, the Development Agreement, the Team Guaranty, the Personal Seat License Marketing and Sales Agreement, the Construction Funds Trust Agreement, and the Non-Relocation Agreement, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof.

“Project Improvements” shall mean the Stadium Project Improvements and the Infrastructure Improvements.

“Project Improvements Work” shall mean the Stadium Project Improvements Work and the Infrastructure Work.

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

“Punch List” shall mean minor incomplete or defective items of construction work to be completed or corrected that do not have a material impact on the use or operation of the improvements in question.

“Related Party(ies)” shall mean with respect to any Person, such Person’s partners, directors, board members, officers, shareholders, members, agents, employees, auditors, advisors, consultants, counsel, contractors, subcontractors (of any tier), licensees, invitees, subtenants, lenders, successors, assigns, legal representatives, elected and appointed officials, volunteers, and Affiliates, and for each of the foregoing their respective partners, directors, board members, officers, shareholders, members, agents, employees, auditors, advisors, counsel, consultants, contractors, subcontractors, licensees, invitees, and subtenants. For the avoidance of doubt, Related Parties of the Authority shall not include StadCo and its Related Parties and vice versa.

“Review and Approval Rights” shall have the meaning set forth in Section 11.1 of this Agreement.

“Reviewing Party” shall have the meaning set forth in Section 11.1 of this Agreement.

“Required Parking Spaces” shall have the meaning set forth in Section 6.3 of this Agreement.

“SCA Term” shall have the meaning set forth in Section 3.1.

“Second Street Improvements” has the meaning set forth in Section 6.6 of this Agreement.

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

“Special Stadium Events” shall mean 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 Indemnified Persons” shall mean StadCo and its Related Parties.

“StadCo North Village Parking Deck Spaces” shall have the meaning set forth in Section 6.2(b) of this Agreement.

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

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

“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 to mutual agreement by the Parties.

“Stadium Events” means Team Events, Tennessee State University football 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.

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

“Stadium Plans” shall mean individually and collectively, the GMP Documents as defined in the CMAR Agreement and incorporated into the GMP Agreement with the CMAR and any modifications thereto for the Stadium Project Improvements prepared by the Architect and CMAR in the form Approved by StadCo and the Authority in accordance with the terms of this Agreement.

“Stadium Plaza” shall mean a common area adjacent to the Stadium Site to the north, South Village to the south, and 2nd Street to the west. The exact dimensions and location shall be mutually agreed to by the Parties and Campus Developer.

“Stadium Project Improvements” shall mean the Stadium (including all Stadium-related furniture, fixtures and equipment and all concession improvements) and all improvements appurtenant thereto or comprising a part of any of the same and all appurtenances and amenities relating to any of the same, all as are more fully described in the CMAR Agreement and the Stadium Plans.

“Stadium Project Improvements Work” shall mean the design, development, construction, and furnishing of the Stadium Project Improvements in accordance with the Development Agreement and any demolition work in connection therewith.

“Stadium Site” is defined in the Recitals and shall have the same meaning as the term “Land” as set forth in the Stadium Lease.

“Stadium Tenant” has the meaning set forth in Section 7.2(a) of this Agreement.

“Stadium Tenant Related Parties” has the meaning set forth in Section 7.2(a) of this Agreement.

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

“Stadium Village Improvements” shall mean the portion of the Campus Improvements that are located in the Stadium Village.

“Stadium Village Improvements Plans” shall have the meaning set forth in Section 5.2(b) of this Agreement.

“Stadium Village Improvements Work” shall mean the development, design and construction of the Stadium Village Improvements by the Campus Developer.

“State” shall mean the State of Tennessee.

“Submitting Party” shall have the meaning set forth in Section 11.1 of this Agreement.

“Substantial Completion” shall mean that the applicable portion of the Campus Improvements is sufficiently complete such that the Campus Improvements in question can be used for its intended purposes (subject to Punch List to be completed by final completion) and all inspections and approvals from Governmental Authorities have been made and issued as required. Substantial Completion as to the Stadium Improvements has the meaning set forth in the Development Agreement.

“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.

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, 12, 13, 14, and 15 of the Phase 2 Subdivision Plat, Tennessee NFL Stadium, East Bank Redevelopment Plan, of record in Book 9700, Pages 986 and 987, R.O.D.C., and further having been conveyed to Grantee by deeds of record at Book 11619, Page 509; Book 11634, Page 297; and Instrument No. 20101019-0083716, R.O.D.C.

EXHIBIT C
STADIUM SITE

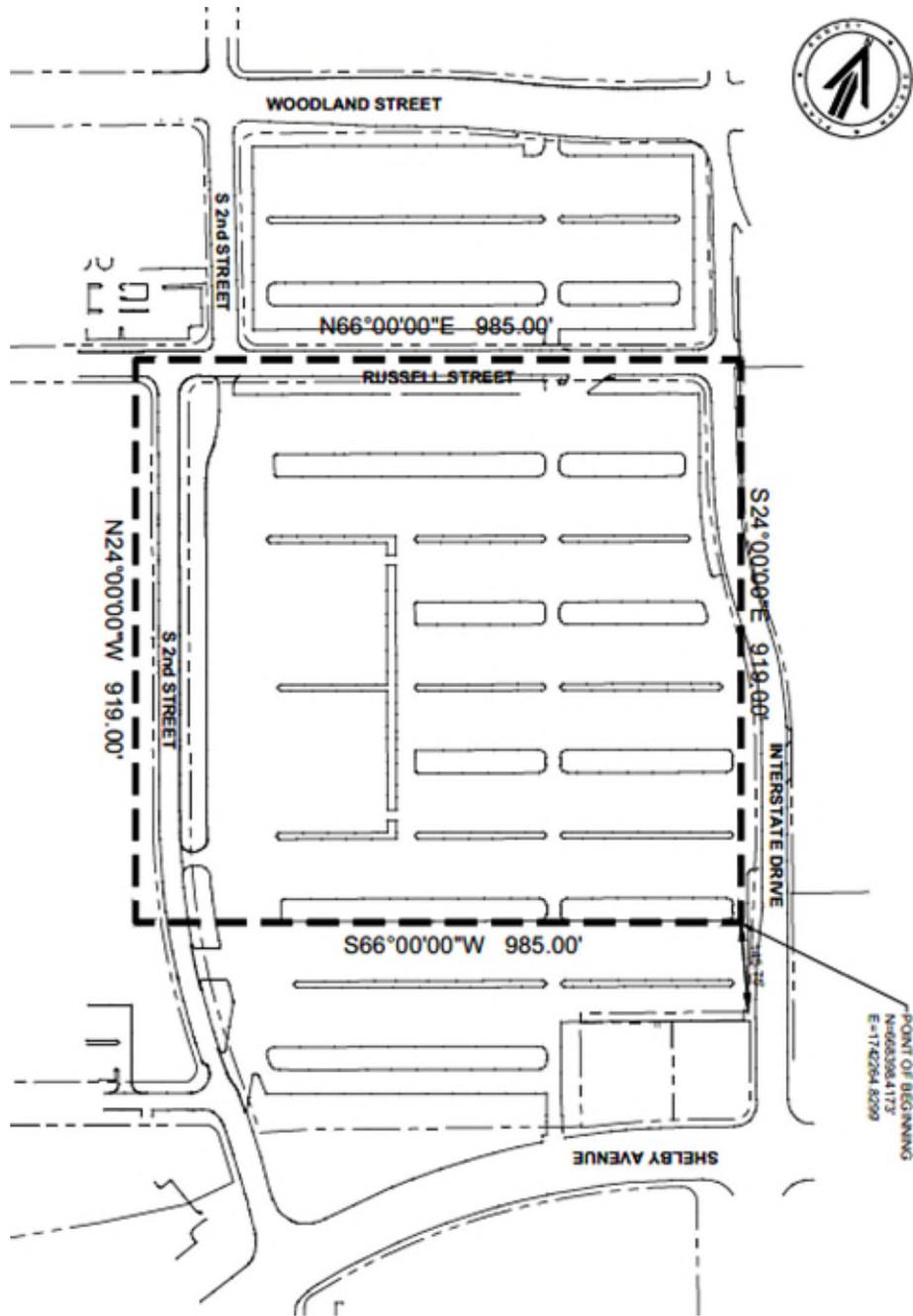


Exhibit C

Insert new description (see below)

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; but excluding that portion of such property located to the east of Second Street and depicted within the parcel of property identified on Exhibit C to this Site Coordination Agreement.

EXHIBIT E

INITIAL DEVELOPMENT AREA

EXHIBIT 1
Initial Development Area

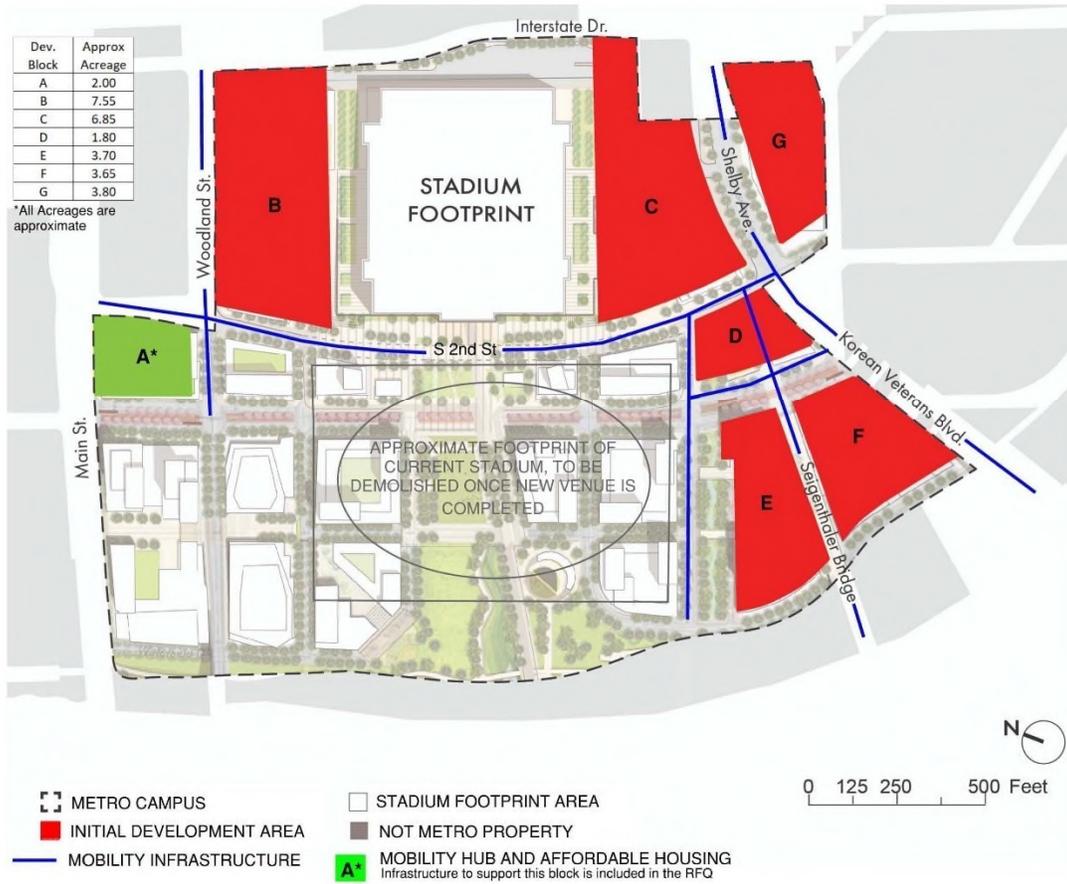


EXHIBIT F

PARKING SPACES

Lot Name	# Spaces	Stadium Village	Existing Stadium	Campus Balance
Skinny A	576	576		
Lot A	1271	1271		
Lot B	1195	1195		
Lot C	441	441		
Lot D	410	410		
Lot E	374			374
Lot F	481			481
Lot G	213			213
Lot H	295		295	
Lot J	69		69	
Lot K	64		64	
Lot M	283			283
Lot N	507			507
Lot P	52			52
Lot R	879			879
Lot S	175		175	
Lot T	210			210
	7495	3893	603	2999
Net		3602	2999	



EXHIBIT G

APPROXIMATE SIZE AND LOCATION OF CAMPUS PARK



35981306.1