SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

Minutes of February 21, 2019 Meeting of the Board of Directors
Bridgestone Arena
10:30 a.m.

Board Members: Kim Adkins, Margaret Behm, Cathy Bender, Jad Duncan, Jon Glassmeyer, Bob Obrohta, Rip Ryman, Dudley West, Emmett Wynn
Staff: Monica Fawknotson, Ilesha Montesrin, Quinton Herring, Margaret Darby (Legal)
Titans/ Nissan Stadium: Steve Underwood, Jenneen Kaufman, Burke Nihill, Bob Flynn, Walter Overton
Predators/ Bridgestone Arena: Sean Henry, Kyle Clayton, Keith Hegger, Rebecca King, David Kells, Gerry Helper, Emily Polanowicz, Nat Harden, Hall Gill, Danny Butler
Sounds/First Tennessee Park: Doug Scopel, Adam Nuse
Visitors: Roxianne Bethune (Alliance Synergy Group), Mary Cavarra (MLS2Nashville), Ron Gobbell (Gobbell Hays Projects), Chuck Mashburn (Stewart Parking), Michelle Lane (Metro Purchasing), Sandra Walker (Metro Purchasing), Jasmine Quatthebaum (Music City Center), Bob Lackey (Metro Finance)

Chairwoman Adkins called the meeting of the Sports Authority Board of Directors to order at 10:30 a.m. and welcomed all in attendance. **Upon a motion duly made and seconded, the Sports Authority unanimously voted to approve the minutes of the January 10, 2019 Board of Directors meeting.**

Executive Director's Report

Chairman Glassmeyer recognized Ms. Monica Fawknotson to give the Executive Director's Report. Ms. Fawknotson reviewed the agenda and reported that Mayor Briley has nominated attorney Dan Hogan to fill the unexpired term of Leslie Fram. Mr. Hogan goes before the Metro Council for confirmation on March 5th. Ms. Fawknotson next gave a brief update on the MLS Stadium Project, noting that the team is continuing its work with Populous, and Construction Manager, Mortenson Messer to finalize the lay out for the stadium. Additionally, a solicitation for Infrastructure Design is in progress. An RFQ has been drafted and staff is working with Metro Purchasing.

Consideration of Sports Authority's FY20 Operating Budget

Chairwoman Adkins recognized Finance Committee Chairman, Mr. Jon Glassmeyer, to give a report on the Committee meeting held earlier that morning. Mr. Glassmeyer reported that the

committee discussed the Authority's FY20 proposed Operating Budget (Exhibit A), noting that departments had been asked to submit flat budgets and to analyze their existing budgets for areas where reallocations could be made. The Sports Authority is on track to finish the year at or under its FY19 budget of $865,500 and, as requested, will submit a flat budget. Mr. Glassmeyer noted that over 98% of the operating budget is dedicated to staff compensation, utilities, internal service fees, and insurance, and concluded by stating the Committee's recommendation that the board approve the budget. **Upon a motion duly made and seconded, the Board voted to approve the Sports Authority's FY20 Operating Budget.**

Consideration of Sports Authority's Debt Management Policy

Mr. Glassmeyer turned his attention to the Sports Authority's Debt Management Policy, reporting that, according to Sports Authority Counsel, Ms. Margaret Darby, Tennessee's State Funding Board in 2011 determined all bond issuers in the state needed a comprehensive debt management policy. The state requires that the Debt Management Policy be in place when the "Report on Debt Obligations" (needed to issue the revenue bonds for the MLS Stadium) is submitted. Ms. Darby noted that the Sports Authority's Debt Management Policy (Exhibit B) is similar to Metro's policy but includes a new section on Balloon Debt. Mr. Glassmeyer stated that, historically, the Sports Authority has not issued balloon debt. The Finance Committee recommended approval of the Policy to the Board and, **upon a motion duly made and seconded, the Board voted to approve the Sports Authority's Debt Management Policy.**

Consideration of a Resolution approving Contract #443759 between the Sports Authority and Stewart Logistics, INC. for Parking Management Services at Nissan Stadium

Chairwoman Adkins recognized Mr. Glassmeyer to discuss Contract #443759 for parking management services at Nissan Stadium (Exhibit C). Mr. Glassmeyer reminded the Authority that, in September, they approved the engagement of Stewart Logistics, Inc. to provide parking management services for Sports Authority controlled lots at Nissan Stadium. Contract negotiations ensued with Ms. Fawknotson placing a high priority on finding ways to improve security in the lots (i.e., better lighting and signage, emergency call stations). Mr. Glassmeyer noted that the proposed contract does not contemplate a change to the revenue structure and stated the committee's recommendation that the Board approve the contract. **Upon a motion duly made and seconded, the Board voted to approve**

of the Resolution approving Contract #443759 between the Sports Authority and Stewart Logistics, INC. for Parking Management Services at Nissan Stadium.

Consideration of a Facility Management and Use Agreement between the Sports Authority and Mid-Ice, LLC. for the Bellevue Ice Center

Mr. Glassmeyer continued his report by discussing the proposed Facility Management and Use Agreement with Mid-Ice, LLC (Exhibit D) for the Bellevue Ice Center. The agreement for the Bellevue Ice Center is based on the agreement between the Sports Authority and Mid-Ice, LLC for Ford Ice Center. It is a Management Agreement as opposed to the Lease Agreement under which Ford Ice Center Antioch operates. The Term begins on the Commencement Date (the earlier of July 1, 2019 or the issuance of the certificate of occupancy for the Ice Rink) and expires seven years later, with the option to extend. Mr. Sean Henry anticipates that the Ice Center in Bellevue will generate roughly $500,000 in revenue annually. Highlights of the agreement include:

- Seven year term with provisions for extensions
- $21 million working budget for construction
- Mid-Ice anticipates paying $18 million of the construction budget over the duration of the agreement
- Mid-Ice will contribute $3 million upfront towards construction costs ("Capital Contribution")
- If loss occurs, Mid-Ice assumes responsibility
- If profit occurs, a revenue split will take place

Upon a motion duly made and seconded, the Board voted to approve the Facility Management and Use Agreement between the Sports Authority and Mid-Ice, LLC. for the Bellevue Ice Center.

Facility Questions

Chairwoman Adkins asked if there were any questions for First Tennessee Park or Nissan Stadium; there were none.

Bridgestone Arena/Nashville Predators Report

Chairwoman Adkins recognized Mr. Kyle Clayton to begin the Bridgestone Arena/Nashville Predators Report. Mr. Clayton reported that in December events continued to build toward another

incredible year at Bridgestone Arena. Revenues are currently at $9.6M, which is 25% ahead of last year and 15% ahead of budget. The Capital Improvements Fund (CIF) had an available balance of $1.7 million as of January 31st. These revenues are tracking 7% ahead of last year, which generated $2.6 million at year's end. The current outstanding balance on the CIF loan is $4.5 million.

Mr. Clayton introduced Mr. Hall Gill, Color Analyst for the Predators, to continue the report. Mr. Gill is in his second season with the Predators and is a Veteran Analyst that has made appearances in over 1,100 games over 16 seasons. He reported that although the team has suffered several injuries, it is currently only one point behind Winnipeg for 1st place.

Mr. Gill then recognized Ms. Rebecca King to give an update on community relations. Ms. King reported that recent involvement with non-profits included:

- $150,000 donation to Amend to assist in aiding abused women
- Make-A-Wish Detroit – Child met Preds Player Pekka Rhine
- Make-A-Wish Nashville – Child met Preds Player P.K. Subban

Upcoming events the Nashville Predators Foundation will host include:

- Hockey Fights Cancer – Predators hosting two events in support (all other NHL teams are only hosting one)
- February 24th – 5K (sponsored by Twice Daily)
- March 7th – Gnash Vegas Casino Night
- April 5th – Wine Tasting
- Early to Mid- Spring – Distribution of $650,000 in grants to local non-profits

Ms. King recognized Mr. David Kells, Senior V.P. of Entertainment & Marketing, to continue the report. Mr. Kells reported that Ford Ice Center hosted the National Women's Hockey League (NWHL) All-Star Skills Competition on February 9th and Bridgestone Arena hosted the NWHL All-Star Game on February 10th. Roughly 6,000 fans were in attendance on February 10th, making it the highest attended WNHL game ever. Ms. Margaret Behm thanked Predators Leadership for attending the reception that was Co-hosted by the Nashville Conventions & Visitor's Corp and the Nashville Sports Council's Women in Sports Committee. The Country Music Association (CMA) nominated Bridgestone Arena as the "Large Capacity Venue of the Year." The award ceremony for categories

that are industry related (such as this) will take place in August. The award ceremony for performers will take place in April.

Mr. Kells stated that upcoming events include:

- Dierks Bentley – 2/22/19
- Sesame St Live – 2/24/19
- An Evening with Fleetwood Mac – 2/27/19
- World's Toughest Rodeo – 3/1/19 & 3/2/19
- Winter Jam – 3/8/19
- Pink – 3/10/19
- SEC Mens Basketball 3/13/19 – 3/17/19
- Travis Scott – 3/20/19
- Mumford & Sons – 3/22/19
- UFC – 3/23/19
- Impractical Jokers – 3/27/19
- Zac Brown Band – 3/28/19
- Kelly Clarkson – 3/29/19

Mr. Kells then recognized Mr. Danny Butler, General Manager of Ford Ice Center, to continue the report. Mr. Butler announced that the Ice Center in Bellevue will be named the Bellevue Ice Center and will be sponsored by Ford. He noted that Ford currently has naming rights of the Ford Ice Center in Antioch. Mr. Butler concluded by stating that construction of the Bellevue Ice Center continues and is expected to be completed by September of 2019. The Board was then introduced to the Predators' new office puppy, named Smash.

Ms. Adkins concluded by stating that the next Board meeting will be on March 21, 2019 at Nissan Stadium.

There being no other business, the meeting was adjourned.

FY20 Budget Presentation

FY19 (Current) Budget Update

The Sports Authority anticipates finishing the FY19 budget at or below projections.

The FY19 budget is $865,500

Finance's Targeted Savings is $22,300

Total Expendable Budget is $843,200

Monthly BAR Report- As of Dec. 31, 2018

Line Item	FY18 Budget Thru Current Month	FY18 Actuals Thru Current Month	Current Annual Budget	CY Budget Thru Current Month	Actuals thru Current Month	YTD % Thru Current Month	YTD Variance
Salaries	106,950	94,953	219,300	109,650	94,425	86.1%	15,225
Fringes	40,300	42,993	81,100	40,550	39,889	98.4%	661
Utilities	19,550	12,610	39,100	19,550	18,360	93.9%	1,190
Purchased Services	0	0	0	0	0	0.0%	0
Travel/Tuition & Dues	1,550	69	4,000	2,000	349	17.4%	1,651
Communications	2,650	5,215	4,600	2,300	1,291	56.1%	1,009
Repairs & Maintenance	100	0	0	0	0	0.0%	0
Internal Service Fees	10,850	10,906	22,200	11,100	11,208	101.0%	(108)
All Other Exp.	282,300	266,331	472,900	236,450	239,251	101.2%	(2,801)
Total Expenses	**429,550**	**404,277**	**843,200***	**421,600**	**404,774**	**96.0%**	**16,826**

* Targeted Savings Included

FY20 Budget Highlights

- OMB recommends the same targeted savings in FY20 submissions ($22,300)

SA Proposed Budget: FY20

Line Item	FY18 Budget	FY18 Actuals	Current Annual Budget	Proposed FY20
Salaries	213,900	189,165	219,300	219,300
Fringes	80,600	85,030	81,100	81,100
Utilities	39,100	30,769	39,100	39,100
Purchased Services	0	0	0	0
Travel/Tuition & Dues	3,100	2,409	4,000	4,000
Communications	5,300	6,940	4,600	4,600
Repairs & Maintenance	200	0	0	0
Internal Service Fees	18,200	18,266	22,200	22,200
All Other Exp.	496,300	478,414	495,500	495,500
Targeted Savings	0	0	(22,300)	(22,300)
Total Expenses	859,100	810,993	**843,200**	**843,200**

All Other Expenses

- All Other Expenses in the current budget and proposed budget for FY20 are comprised of :

– Insurance-Buildings	$441,200
– Insurance- Liab./prop. Damage	$9,600
– Insurance-Surety Bond	$21,500
– Insurance- Premiums J &L	$600
– Insurance- Prof. Liability	$200
– Sports Authority (insurance)	$20,000
– Office-Administrative Supplies	$1,100
– Repair & Maintenance Supply	$100
– Host and Hostesses	$200
– Office Equipment < $5000	$200
– Procurement Card Clearing	$500
Total – All Other Expenses	**$495,200**

Dept. of Finance will send updated insurance costs in April.

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

Debt Management Policies

Adopted: _____

Effective date: _____

1. INTRODUCTION

Pursuant to Section 9-21-151 of Tennessee Code Annotated, the State Funding Board of the State of Tennessee has required that all "public entities" in Tennessee, including sports authorities formed under Sections 7-67-101 et seq. of Tennessee Code Annotated (the "Act"), adopt debt management policies providing written guidance regarding the issuance of debt by such pubic entities.

Pursuant to the State Funding Board's recommendations, The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a sports authority formed under the Act (the "Authority"), has adopted the policies set forth herein (the "Debt Management Policies").

2. AUTHORITY DEBT

The Authority is authorized to issue its revenue bonds to finance "projects" as defined in the Act and to refinance its outstanding revenue bonds. The issuance of revenue bonds by the Authority must be first be approved by the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government").

3. DEBT ISSUANCE POLICIES

a. The Authority will issue no debt other than revenue bonds, as prescribed by the Act.

b. The Authority will issue its bonds only to finance projects contemplated by the Act and/or refinance outstanding revenue bonds.

c. The Authority will not execute any documents in connection with an issue of bonds unless:

i. Authority Counsel (as defined below) has advised the Authority that such documents reflect the transaction approved by the Authority; and

ii. Prior to or simultaneously with the delivery of such documents, the Authority receives:

A. An opinion of Bond Counsel (as defined below), addressed to the Authority, or upon which it is authorized in writing to rely, to the effect that the Authority has the corporate power and authority to enter into and perform its obligations under such documents;

B. If interest on such Bonds is intended to be excluded from the gross income of the holders thereof for federal income tax purposes, an opinion of Bond Counsel to that effect;

C. An opinion of Bond Counsel to the effect that no registration of the Bond Issue is required under the Securities Act of 1933, as amended, and no qualification of the indenture, if the Bond Issue is issued under an indenture, is required under the Trust Indenture Act of 1939, as amended; and

D. A certified resolution of the Metropolitan Council approving the proposed issuance of bonds.

d. The Authority will not enter into any interest rate swap or other derivative contract in connection with a bond issue.

e. The Authority will comply with the Tennessee Open Meetings Act, providing adequate public notice of meetings and specifying on the agenda matters related to the issuance of bonds that will be considered. Additionally, in the interest of transparency, all costs (including interest, issuance, continuing and one-time) shall be disclosed to the citizens/members, governing body and other stakeholders in a timely manner. To comply with the preceding sentence, an estimate of such costs will be made available to the governing body at the meeting at which such debt is considered. The Authority will also direct Authority Counsel or Authority staff to make available to any person who submits a written request copies of any documents executed by the Authority in connection with the issuance of a series of bonds, provided such person pays a reasonable copying charge based on the number of pages requested.

f. With respect to persons or firms providing professional services in connection with the issuance of bonds:

i. The Authority will require all professionals to disclose clearly to all other parties involved in the issuance of such series of bonds all monetary compensation and other compensation received by each such professional related to services provided in connection with the issuance of bonds by the Authority, including "soft" costs or compensations in lieu of direct payments.

ii. The Authority will engage counsel to represent the Authority in connection with the issuance of Bonds, which counsel may be the Metropolitan Department of Law ("Authority Counsel"), either on a general or issue by issue basis. If such counsel is other than the Metropolitan Department of Law, such engagement shall be pursuant to a written engagement letter with such counsel.

iii. The Authority will select an attorney or firm of attorneys with expertise in the issuance of municipal debt and the tax treatment thereof to serve as bond counsel for a series of Bonds ("Bond Counsel"), which Bond Counsel will perform the roles and tasks typically performed by an attorney or firm of attorneys serving in that capacity and issue the opinions traditionally issued by such counsel, including, without limitation, the opinions described in 3.c.ii.A., B. and C. above. Authority Counsel may serve as Bond Counsel. The Authority may also rely on Bond Counsel engaged by the Metropolitan Government.

iv. The Authority may choose to engage a financial advisor for a bond issue or utilize the services of the financial advisor currently engaged by the Metropolitan Government. If the Authority engages a financial advisor separate from the Metropolitan Government, the Authority shall enter into a written contract with the financial advisor on terms and conditions approved by the Authority. The financial advisor shall not be permitted to bid on or underwrite an issue for which they are or have been providing advisory services.

v. Any firm acting as an underwriter in connection with a series of bonds must clearly identify itself in writing as an underwriter and not as a financial advisor to any party from the earliest stages of its involvement in the issuance of a series of bonds. Such an underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has financial and other interests that differ from those of the Authority and the other parties to the issuance of such bonds. An underwriter in a publicly offered, negotiated sale of bonds must provide pricing information both as to interest rates and to takedown per maturity to the Authority in advance of the pricing of such bonds.

g. Professionals involved in a debt transaction hired or compensated by the Authority shall be required to disclose to the Authority existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Authority to appreciate the significance of the relationships. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

h. To the extent not inconsistent with the provisions hereof, bonds of the Authority shall be issued in accordance the debt management policies of the Metropolitan Government, as in effect from time to time.

4. BALLOON DEBT

a. The Authority may, from time to time, consider the issuance of bonds that would now constitute "balloon indebtedness," as defined by Tennessee Code Annotated Section 9-21-134. Generally speaking, balloon indebtedness reduces the Authority's future capacity to issue debt and its financial flexibility to meet future needs from designated revenue sources. The Authority's preference if for the issuance of indebtedness that does not constitute balloon indebtedness.

b. It is the policy of the Authority that it will strive to issue all future debt to provide funding for capital projects ("improvement bonds") with a principal amortization structure that does not constitute balloon indebtedness. It is further the policy of the Authority to maintain at all times a plan for managing any outstanding balloon indebtedness to mitigate its effects on the

Authority's future debt capacity and financial flexibility, taking into consideration the financial resources of the Authority related to the indebtedness at issue.

c. Unless the Board of Directors of the Authority concludes, through the procedures outlined below, that a balloon indebtedness structure is in the public interest, all future improvement bonds will be structured so that principal amortizes in a manner that results in level or declining debt service, commencing no later than the fourth year following issuance.

d. If the Board of Directors of the Authority wishes to consider whether it may be in the best interest of the Authority to issue improvement bonds with a balloon indebtedness structure, it will do the following:

i. Prior to the preparation and submission to the Comptroller of a Plan of Finance and a request for the Comptroller's consent to a Plan of Balloon Indebtedness, the Board of Directors of the Authority will consider the following factors, and any other factors the Board of Directors of the Authority determines to be relevant:

A. the nature of the assets proposed to be financed, including the expected economic life of those assets

B. the proposed balloon indebtedness debt service structure, with a comparison to a debt service structure that does not constitute balloon indebtedness, with detail regarding the incremental interest costs that would result from the balloon indebtedness debt service structure

C. the aggregate debt service schedule and principal amortization for indebtedness payable from the same or similar revenue sources

D. the current available revenue streams available for the payment of such indebtedness

E. the Authority's future capital needs for projects to be payable from the same or similar revenue sources

F. any relevant future operational expenses

G. the impact of a balloon indebtedness structure on the Authority's ability to meet its future capital and operational needs with current available revenue streams

H. if a balloon indebtedness structure is being considered based on anticipated revenue growth, an assessment of the implications to the Authority if that growth does not occur

ii. The consideration described above will take place in a public meeting of the Board of Directors of the Authority. A written analysis of the items described above will be provided to the Board of Directors of the Authority and made available to the public. The Board of Directors of the Authority will notify the public of this meeting, by including a statement that the Board of Directors of the Authority is considering the issuance of improvement bonds that would constitute balloon indebtedness in the Authority's posted agenda.

iii. If at the conclusion of the process set forth in (i) and (ii), the Board of Directors of the Authority concludes that the issuance of improvement bonds as balloon indebtedness is in the best interest of the Authority, then it may proceed the preparation and

submission to the Comptroller of a Plan of Finance and a request for the Comptroller's consent to a Plan of Balloon Indebtedness, which Plans shall specifically describe the Board of Directors of the Authority's compliance with these policies and shall document the document the reason why that structure is in the public interest and disclose any related costs and risks. In order to allow for public input, the Authority shall post a copy of the Plan of Balloon Indebtedness on its website from the time the Plan is filed with the Comptroller until the resolution authorizing the issuance of bonds has been adopted by the Board of Directors of the Authority.

e. The Authority will manage any outstanding balloon indebtedness in a manner that mitigates its effects on the Authority's future revenues by considering the following options, within its financial resources:

i. restructuring debt with accelerated amortization
ii. early repayment of debt
iii. delaying of capital projects, or funding capital projects with revenues, until capacity is available to issue debt structured with level or declining payments
iv. such other actions available within its financial capacity to manage debt

f. Whenever feasible and within the financial resources of the Authority, the Authority will consider whether to restructure such balloon indebtedness into a more level debt payment structure or to repay at faster rate than the original structure.

g. If the Board of Directors of the Authority considers issuing bonds to refund debt that was balloon indebtedness ("refunding bonds"), it will determine whether it is in the public interest to maintain the debt structure as balloon indebtedness or to restructure the balloon indebtedness to provide for a more rapid amortization of principal. In making its determination, the Board of Directors of the Authority will employ the process described in section (d) above (modified to account for refunding bonds as opposed to improvement bonds).

h. These Balloon Debt policies should be reviewed with the Debt Management Policy of which they are a part by the Authority and from time to time as circumstances, such as during the planning of new debt issuances, rules and regulations warrant.

10260542.3

RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE CONTRACT #443759 FOR PARKING MANAGEMENT SERVICES AT NISSAN STADIUM BETWEEN THE SPORTS AUTHORITY AND STEWART LOGISTICS, INC.

WHEREAS, the Purchasing Agent of the Metropolitan Government conducted a procurement process for the Sports Authority's Request for Qualification # 1037657 seeking a firm to provide parking management services at Nissan Stadium; and

WHEREAS, the Evaluation Committee, selected and recommended the engagement of Stewart Logistics, INC. to provide such parking management services; and

WHEREAS, the Executive Director has participated in contract negotiations with Stewart Logistics, INC. facilitated by the Purchasing Agent; and

WHEREAS, after said contract negotiations, the Sports Authority determines that the execution of the resulting Agreement is in the best interests of the Sports Authority and will help to facilitate the purpose for which the Sports Authority was created; and

WHEREAS, the Sports Authority and Stewart Logistics, INC. hereto desire to execute the Agreement for parking management services, attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT

RESOLVED, that the Chair be, and hereby is, authorized in the name of the Sports Authority to execute and deliver the Agreement; and

FURTHER RESOLVED, that the Chair be, and hereby is, authorized to perform or cause to be performed, in the name and on behalf of the Sports Authority, to execute and deliver or cause to be executed and delivered by or on behalf of the Sports Authority, such notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, amendments, further assurances or other instruments or other communications, under the seal of the Sports Authority of otherwise, as she deems necessary or advisable in order to carry into effect the intent of the foregoing resolutions, or to consummate the transactions contemplated thereby, or to comply with the requirements of the filings, applications and documents approved and authorized or contemplated by the foregoing resolutions.

Adopted and approved this 21st day of February, 2019.

_____
Chair

ATTEST:

_____
Secretary/Treasurer

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Stewart Parking Solutions** ("CONTRACTOR") located at **2814 Columbine Place, Nashville, TN 37204**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
    - ***Exhibit A (Pricing)***
    - ***Exhibit B (Security Plan)***
- ***The solicitation documentation for RFQ# 1037657 and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Management of Metro Sports Authority Parking Lots using pricing shown in Exhibit A (Pricing).

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the

Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60)months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Revenue Generating Contract has an estimated value of $0.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.6. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission

or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Garage Keeper's Insurance

In the amount of one million ($1,000,000.00) dollars

7.3. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or

renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain

unauthorized access to confidential information or to government property shall be maintained as confidential. " Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as " sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's

efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no

liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by

METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.
NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

RFQ: 1037657- Cost Spreadsheet

	Number of Spaces	Annual Revenue Per Space
Revenue per space (assumes charge of $5/ car)	5900	$166.34
Total Revenue over 5 year life of contract		
Total Contractor Expenses over 5 year life of contract		1772512.00
Total Net Revenue over 5 year life of contract		
Total Evaluated Contract Amount		

[redacted]
Total Annual Revenue
981406.00
4907030.00
[redacted]
3134518.00
3134518.00

Describe in detail how your firm will address daily safety concerns in and around the parking lot areas.

Our team will continue to patrol all SA controlled lots checking them seven to ten times per day. This allows for a regular presence in the lot. It is patrolled by our uniformed staff in our company truck, which has yellow security lights and is marked with SPS branding. Our staff also covers the lot on foot looking for violations. They often address issues customers have about the machines, but we have yet to have a security incident. We propose to continue with this security campaign if selected.

Prior to any major event at Nissan Stadium, SPS leadership attends a mandatory campus operations meeting, which includes all parties from operations and food & beverage to security and parking. Our staff attends each of these meetings to discuss and learn about the overall integrated operations event plan.

On event days, we hire off-duty police from a private security vendor. SPS uses the same security vendor as the Titans. Having this kind of security communication continuity inside and outside the stadium is helpful in the event of a major emergency or an evacuation. The hired team is respected by Metro Police personnel and cooperate well on event days.

In the parking lots, we use protective services for our staff when we conduct cash collections. On non-cash collection events, they assist with traffic flow, pedestrian crossings and general security matters in the lots. Our security vendor has been a great partner, and we propose to continue working with them if selected.

To address the most immediate needs for security, there are three items that can be done relatively quickly to decrease risk:

1. The overhead lights in all Lots should always be on when the sun is down. Currently the lights in South R are on a photo cell which turns these lights on in the dark. We are proposing working with the Titans and Public Works to ensure this is done on the Northwest and Northeast sides as well. We feel that having a well-lit area will deter criminal activity and will provide our patrons with a sense of additional protection.

2. SPS will place clearly visible signage around all Lots with our logo and telephone number. We will also encourage our patrons to call us in a non-emergency situation if they see something that doesn't look right. The "see something / say something" approach will inform of us of a situation before it happens and gives the patrons a non-confrontation way to help or speak out.

3. Finally, we propose working with the stakeholders including Metro Parks, Bridge Building, Sports Authority, and the Titans to install emergency call stations in all Lots. A picture of these call stations is below.

These stations will be connected to a dedicated phone line that that can reach local law enforcement in very short time. SPS is recommending installing three of these stations, one for each section of the lot.

SPS also understand the desire of the Sports Authority to have security personnel onsite and during the peak risk times. We are committed to working with all stakeholders to devise a plan that will accomplish this in the future. We will work closely with the Sports Authority on a plan to find additional revenue streams that can offset those additional costs.

RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE A FACILITY MANAGEMENT AND USE AGREEMENT BETWEEN THE SPORTS AUTHORITY AND MID-ICE, LLC

WHEREAS, the Authority and the Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") have determined a new community ice hockey and skating recreation complex at One Bellevue Place enhances the image of both the State of Tennessee and Nashville and Davidson County, encourages and fosters economic development and prosperity for the citizens of the State of Tennessee and Nashville and Davidson County, and provides recreational and other opportunities for the citizens of the State of Tennessee and Nashville and Davidson County;

WHEREAS, the Authority wishes to ensure that the ice rink is (i) operated and managed in a first class manner for the presentation of cultural, educational, entertainment, business, sporting, social and other public events and (ii) used for the playing and public exhibition of hockey related activities and events;

WHEREAS, Manager is uniquely equipped to operate and manage the ice rink in a manner that achieves the goals of the Authority.

NOW, THEREFORE, BE IT

RESOLVED, that the Chair be, and hereby is, authorized in the name of the Sports Authority to execute and deliver the Agreement in substantially the form presented to the Board; provided, however, that the Chair be, and hereby is, authorized in her discretion to approve such changes in the form, substance and content as may be necessary or desirable, her execution and delivery of such Amendment to be conclusive evidence of such approval; and

FURTHER RESOLVED, that the Board has determined that the Agreement, with such changes in form, substance and content thereto approved by the Chair, is in the best interests of the Sports Authority and will help facilitate the purpose for which the Sports Authority was created; and

FURTHER RESOLVED, that the Chair be, and hereby is, authorized to perform or cause to be performed, in the name and on behalf of the Sports Authority, such acts and to pay or cause to be paid by the Sports Authority, such costs and expenses, and to execute and deliver or cause to be executed and delivered by or on behalf of the Sports Authority, such notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, amendments, further assurances or other instruments or other communications, under the seal of the Sports Authority of otherwise, as she deems necessary or advisable in order to carry into effect the intent of the foregoing resolutions, or to consummate the transactions contemplated thereby, or to comply with the requirements of the filings,

applications and documents approved and authorized or contemplated by the foregoing resolutions.

Adopted and approved this 21st day of February, 2019.

_____
Chair

ATTEST:

_____
Secretary/Treasurer

FACILITY MANAGEMENT AND USE AGREEMENT BETWEEN
THE SPORTS AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY
AND
MID-ICE, LLC

This FACILITY MANAGEMENT AND USE AGREEMENT (the "Agreement") is made and entered into as of this ___ day of February, 2018 (the "Effective Date") by and between THE SPORTS AUTHORITY OF THE METROPOLITAN NASHVILLE GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a public, nonprofit Tennessee corporation created pursuant to the Tennessee Sports Authorities Act of 1993 (the "Authority"), and MID-ICE, LLC, a Delaware limited liability company (the "Manager").

RECITALS:

WHEREAS, the Authority and the Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") have determined a new community ice hockey and skating recreation complex at One Bellevue Place enhances the image of both the State of Tennessee and Nashville and Davidson County, encourages and fosters economic development and prosperity for the citizens of the State of Tennessee and Nashville and Davidson County, and provides recreational and other opportunities for the citizens of the State of Tennessee and Nashville and Davidson County, as more fully described herein;

WHEREAS, Authority has entered into that certain lease agreement with the Metropolitan Government for the long-term lease of Suite B of the Building at One Bellevue Place;

WHEREAS, the Authority wishes to ensure that the ice rink is (i) operated and managed in a first class manner for the presentation of cultural, educational, entertainment, business, sporting, social and other public events and (ii) used for the playing and public exhibition of hockey related activities and events;

WHEREAS, Manager is uniquely equipped to operate and manage the ice rink in a manner that achieves the goals of the Authority and the Metropolitan Government, namely: introducing and promoting skating, hockey and fitness to Davidson County residents, affording unique and engaging educational opportunities to youth and families in Davidson County, and incorporating outreach programs for individuals with needs for financial assistance;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the Authority and Manager, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 Recitals. The foregoing Recitals are hereby incorporated herein as if fully set forth below and are material terms and provisions of this Agreement representing the intent of the parties hereto.

1.2 Definitions. Certain terms are defined in the text of this Agreement. As used in this Agreement and unless otherwise expressly indicated, the following terms shall have the following meanings:

"**Advertising**" shall mean the exclusive sale of all internal and external advertising rights to Ice Rink and other mutually agreed upon opportunities

"**Affiliate**" shall mean an entity that controls, is controlled by, or is under common control with a party now known or hereafter in the future during the Term.

"**Alterations**" shall have the meaning ascribed thereto in Article 7.2.

"**Applicable Law**" shall mean each and every applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgement, decree, injunction, writ, determination, award, directive, requirement, or decision of any Governmental Entity.

"**Authority**" shall have the meaning ascribed thereto in the opening paragraph.

"**Authority Default**" shall have the meaning ascribed thereto in Article 18.5.

"**Authority's Equipment**" shall mean all fixtures, installations, equipment and other personal property now or hereafter located in Suite B, including but not limited to the items of equipment listed on Exhibit B, attached hereto, all of which shall be acquired by and remain the property of the Authority.

"**Authority Records**" shall have the meaning ascribed thereto in Article 8.4."**Basic Utilities**" shall have the meaning ascribed thereto in Article 4.1.

"**Building**" shall mean the building owned by the Metropolitan Government described in Exhibit A of which the Ice Rink is included as Suite B.

"**Capital Contribution**," "**Capital Improvement Fund**" and "**Capital Investment Deposit**" shall have the meanings ascribed in Articles 3.1 and 3.2.

"**Civic Event**" shall mean non-profit, charitable or government related events which are for the benefit of the public, such as, by way of example and not limitation, graduations, special governmental assemblies and fund raising events for charities or not-for-profit entities and educational or training sessions.

"**Commencement Date**" shall mean the earlier of July 1, 2019 or the issuance of the certificate of occupancy for the Ice Rink.

"**Concessions**" shall mean the preparation and sale of food, alcohol, and refreshments to the public through concession stands, either fixed or portable, located at the Ice Rink.

"**Early Termination Fee**" shall have the meaning ascribed thereto in Article 2.3.

"**Effective Date**" shall have the meaning ascribed thereto in the opening paragraph.

"**Events of Force Majeure**" shall have the meaning ascribed thereto in Article 20.2.

"**Expiration Date**" shall mean seven years following the Commencement Date, provided however, the Term may be extended as provided in Article 2.4 or if the License and Use Agreement and/or the Operating and Management Agreement is terminated, then the Expiration Date shall be the date of such termination of either the License and Use Agreement or the Operating and Management Agreement.

"**Facility Systems**" shall mean the mechanical, HVAC, plumbing, electrical, structural and other systems for the operation of Suite B, including, without limitation, card-key security, fire alarm and sound systems that plays audio throughout the Building at any time during the Term herein.

"**Hazardous Substances**" shall have the meaning ascribed thereto in Article 19.1.

"**Ice Rink**" shall mean that certain ice skating facility located in Suite B, together with (i) other improvements now or hereafter located in Suite B, (ii) all Authority's Equipment; and (iii) all rights, privileges and appurtenances thereto; provided that for purposes hereof the Ice Rink shall not include the Manager's Equipment.

"**Ice Rink Records**" shall have the meaning ascribed thereto in Article 8.4.

"**License and Lease Agreement**" shall mean that certain License and Lease Agreement by and between the Authority and Mid-Ice, LLC dated as of August 20, 2014 governing the operation and management of the Ford Ice Center ("FIC").

"**License and Use Agreement**" shall mean that certain Second Amended and Restated License and Use Agreement by and between the Authority and the Nashville Hockey Club, LP ("Club"), dated as of July 1, 2012 and any amendments or replacements to such agreement hereinafter made.

"**Maintenance**" shall have the meaning ascribed thereto in Article 6.2.

"**Major Repair**" shall have the meaning ascribed thereto in Article 6.1.

"**Management Fee**" shall have the meaning ascribed thereto in Article 3.3.

"**Manager**" shall have the meaning ascribed thereto in the opening paragraph.

"**Manager Default**" shall have the meaning ascribed thereto in Article 18.1.

"**Manager's Equipment**" shall have the meaning ascribed thereto in Article 9.1.

"**Manager's Maintenance Program**" shall have the meaning ascribed thereto in Article 6.2.

"**Manager Personnel**" shall have the meaning ascribed thereto in Article 5.2.

"**Merchandise**" shall mean the sale of (i) all convenience items, novelties, toys, souvenirs, clothing, garments, all clothing, and other merchandise and goods; and (ii) such other merchandise, including items, as may be customarily found in pro shops located within facilities comparable to the Ice Rink.

"**Naming Rights**" shall have the meaning ascribed thereto in Article 8.2.

"**Naming Rights Agreement**" shall have the meaning ascribed thereto in Article 8.2.

"**NHL**" shall mean the National Hockey League and any successor thereto.

"**Net Operating Income**" shall mean the amount by which the Operating Revenues exceed the Operating Expenses during any Operating Year.

"**Operating Expenses**" shall mean the costs and expenses reasonably incurred by Manager to perform its responsibilities and obligations hereunder, including but not limited to all payments made or liabilities incurred to obtain Net Operating Income, all Capital Contributions and Capital Improvement Deposits, Maintenance, wages, salaries and employee benefits, utility charges and deposits, reasonable audit fees (including the cost of providing any certificates required hereunder or by Authority), legal fees and other professional fees, fees payable to concessionaires or other subcontractors, the cost of refuse removal, cleaning, pest control and janitorial services, sales taxes, business taxes or use taxes applicable to the operation of the Ice Rink, the cost of building supplies, tools, equipment, premiums for insurance, expenses incurred for advertising, marketing and public relations, travel, lodging and related out-of-pocket expenses and Ice Rink related entertainment expenses incurred by Manager, the cost of necessary office supplies, freight and delivery charges, equipment rents, the cost of using credit and debit facilities, credit card fees and reasonable fees of unaffiliated third parties to secure or promote Ice Rink events.

"**Operating and Management Agreement**" shall mean that certain Second Amended and Restated Operating and Management Agreement by and between the Authority and Powers Management, LLC ("Powers"), dated as of July 1, 2012 and any amendments or replacements to such agreement hereinafter made.

"**Operating Revenues**" shall mean all receipts, revenues and income arising, directly from the use, operation and enjoyment of the Ice Rink, including, but not limited to revenues derived from the sale of Merchandise, Advertising, Naming Rights, Concessions, Pouring Rights, facility rental fees, admission fees, skate/equipment rental fees, sales of event tickets, membership fees, locker rental fees, sublease fees, and video game revenues. For the avoidance of doubt, Operating Revenues shall not include the amounts identified in Column A in the chart in Article 3.3.

"**Operating Y**ear" shall mean each twelve (12) month period beginning July 1 and ending June 30 during the Term, excepting the First Operating Year which shall begin on the Commencement Date and end on June 30 immediately following the Commencement Date.

"**Parking Area**" shall mean the area noted on Exhibit A. The Parking Area will be exclusive to the Building, but not separately designated between Suites A and B.

"**Person**" means a natural person, corporation, partnership, trust, joint venture, association, limited liability company or other entity.

"**Pouring Rights**" shall have the meaning given to the term in Article 8.3.

"**Replacing**" shall have the meaning ascribed thereto in Article 6.1.

"**Successor**" shall have the meaning ascribed thereto in Article 20.20.

"Suite A" shall mean the portion of the Building as shown in Exhibit A allocated for the use as a recreation center and operated by the Board of Parks and Recreation.

"Suite B" shall mean the portion of the Building as shown in Exhibit A allocated for the use as an Ice Rink and operated by Manager pursuant to the terms of this Agreement.

"**Term**" shall have the meaning ascribed thereto in Article 2.1.

ARTICLE 2.
TERM

2.1 Term. The term of this Agreement shall begin on the Commencement Date and shall expire on the Expiration Date, unless terminated earlier or further extended in accordance with the provisions of this Agreement (the "Term"). Notwithstanding the fact that this Agreement contemplates that the Term shall commence on a date subsequent to the date of the execution of this Agreement, both the Authority and Manager intend that each shall have vested rights immediately upon the Effective Date of this Agreement and that this Agreement shall be fully binding and in full force and effect from and as of the Effective Date.

2.2 Surrender. Upon the expiration or termination of this Agreement, Manager shall promptly surrender the Ice Rink to the Authority, leaving all Authority's Equipment and other property owned by Authority. Manager agrees to execute any and all documents necessary to evidence such transfer promptly upon the Authority's request therefor.

2.3 Early Termination. During the Term and any extension thereto, if the License and Use Agreement and the Operating and Management Agreement are terminated then this Agreement shall terminate effective on the termination of the License and Use Agreement and Operating and Management Agreement, in which case:

(a) if termination occurs by operation of this Agreement as a result of the termination of the Operating and Management Agreement by Powers Management, LLC and the License and Use Agreement by the Nashville Hockey Club, LP, for Powers' or the Club's default or election under such agreements,

Manager shall pay to Authority as an "Early Termination Fee" the sum of the amounts listed in Column A of Article 3.3 for each remaining Operating Year of the then-current Term; or

(b) if termination occurs as a result of the natural expiration of the Operating and Management Agreement and License and Use Agreement, Manager will not have any obligation to pay an Early Termination Fee or any other amount herein; or

(c) if termination occurs as a result of the Authority's termination of the Operating and Management Agreement and the License and Use Agreement, Manager will not have any obligation to pay an Early Termination Fee or any other amount herein.

If applicable in accordance with the foregoing, Manager shall pay an Early Termination Fee due and payable to Authority no more than sixty (60) days after the effective date of the early termination of this Agreement. Upon termination of this Agreement, neither party hereto shall have any further obligation hereunder, except (i) as provided by this Article 2.3, and (ii) obligations which expressly survive the cancellation or expiration of this Agreement.

2.4 Extension. The Term of this Agreement may be extended for subsequent terms of not more than seven (7) years each, solely at the option of Authority. Authority shall notify Manager of its intent to extend the Term twelve (12) months prior to the Termination Date, and shall indicate the duration of the extended Term. In no event shall the Term of this Agreement, including any extensions, exceed the term of either the License and Use Agreement or the Operating and Management Agreement. In the event that Authority opts not to extend this Agreement pursuant to the provisions in this Article 2.4, Authority shall reimburse Manager a portion of the Capital Contribution equal to the amount of $3,000,000 less $100,000 for each year this Agreement was in effect.

ARTICLE 3.
CAPITAL CONTRIBUTIONS, CAPITAL INVESTMENT DEPOSITS AND MANAGEMENT FEES

3.1 Capital Contributions. The Manager shall make a $3,000,000 contribution to the Authority in respect of the capital costs of constructing the Ice Rink (the "Capital Contribution"), $1,000,000 of which shall be payable within ten (10) days after full execution of this Agreement, and the balance of $2,000,000 shall be payable on the later of July 15, 2019 or the issuance of the Certificate of Occupancy for the Ice Rink. To the extent that Manager purchases items listed in Exhibit B prior to the full execution of this Agreement, such costs shall be deducted from the Capital Contribution described in this Article 3.1.

3.2 Capital Improvement Fund. In addition to the Capital Contribution described in Article 3.1 above, the Manager will make deposits ("Capital Investment Deposits") to a separate and segregated fund of the Manager (the "Capital Improvement Fund") in the amounts listed as follows:

Operating Years Five through Nine*	$25,000
Operating Years Ten through Twenty	$50,000
Operating Years Twenty-one through Twenty-three	$100,000
Operating Years Twenty-four though Thirty	$125,000

**Eighth and Subsequent Operating Years Applicable Only in Event Authority Elects to Extend the Term hereof pursuant to Article 2.4*

Such Capital Investment Deposits shall be made to the Capital Improvement Fund at any time during the applicable Operating Year. The Manager shall apply amounts on deposit in the Capital Improvement Fund to keep the Ice Rink and Facility Systems directly related to ice making function maintained and improved over time and in accordance with the Manager's Maintenance Program (defined in Article 6.2). The Capital Improvement Fund will not be used for any Replacing in connection with the structural Ice Rink or Facility Systems, which will be the sole responsibility of the Authority at its expense. At the end of each Operating

Year, the Manager shall provide the Authority with a budget of proposed expenditures from the Capital Improvement Fund for the ensuing Operating Year and an annual accounting of all expenditures from the Capital Improvement Fund for the then ending Operating Year. In the event that the Term is extended and this Agreement is in place for at least thirty (30) years from the Effective Date, any amounts remaining in the Capital Improvement Fund at the expiration or termination of this Agreement shall be promptly remitted to the Authority. However, in the event that this Agreement expires during a period of less than thirty (30) years from the Effective Date, any amounts remaining in the Capital Improvement Fund shall remain the property of, and shall be promptly remitted to, the Manager.

3.3 Management Fees. As consideration for Manager's services hereunder, the Authority shall in each Operating Year pay Manager a "Management Fee" calculated as described below.

Operating Year	**Management Fee**		
	Equal To:	**A**	**B**
First Operating Year	Revenues		
Second Operating Year	Revenues		
Third Operating Year	Revenues, minus sum of (A+B)	$250,000	0
Fourth Operating Year	Revenues, minus sum of (A+B)	$250,000	25% of surplus of Net Operating Income over $375,000
Fifth Operating Year	Revenues, minus sum of (A+B)	$275,000	25% of surplus of Net Operating Income over $412,500
Sixth Operating Year	Revenues, minus sum of (A+B)	$275,000	25% of surplus of Net Operating Income over $412,500
Seventh Operating Year	Revenues, minus sum of (A+B)	$300,000	25% of surplus of Net Operating Income over $450,000
Eighth Operating Year*	Revenues, minus sum of (A+B)	$300,000	25% of surplus of Net Operating Income over $450,000
Ninth Operating Year	Revenues, minus sum of (A+B)	$300,000	25% of surplus of Net Operating Income over $450,000
Tenth Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Eleventh Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Twelfth Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Thirteenth Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Fourteenth Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Fifteenth Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income

			over $487,500
Sixteenth Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Seventeenth Operating Year	Revenues, minus sum of (A+B)	$375,000	25% of surplus of Net Operating Income over $562,500
Eighteenth Operating Year	Revenues, minus sum of (A+B)	$375,000	25% of surplus of Net Operating Income over $562,500
Nineteenth Operating Year	Revenues, minus sum of (A+B)	$375,000	25% of surplus of Net Operating Income over $562,500
Twentieth Operating Year	Revenues, minus sum of (A+B)	$375,000	25% of surplus of Net Operating Income over $562,500
Twenty-First Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Twenty-Second Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Twenty-Third Operating Year	Revenues, minus sum of (A+B)	$325,000	25% of surplus of Net Operating Income over $487,500
Twenty-Fourth Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000
Twenty-Fifth Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000
Twenty-Sixth Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000
Twenty-Seventh Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000
Twenty-Eighth Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000
Twenty-Ninth Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000
Thirtieth Operating Year	Revenues, minus sum of (A+B)	$350,000	25% of surplus of Net Operating Income over $525,000

**Eighth and Subsequent Operating Years Applicable Only in Event Authority Elects to Extend the Term hereof pursuant to Article 2.4*

The Management Fee will be deemed to be paid upon Manager's collection of Revenues as described in Article 8.1. In each Operating Year, the Manager will deduct from Revenues each month and cause to be retained by the Authority 1/12 of the amount listed in Column A above for such Operating Year. If the monthly Revenues in each Operating Year are less than 1/12 of the amounts set forth in Column A above,

Manager will promptly cause to be paid to the Authority the amount of any such shortfall in Revenues for such month. Within thirty (30) days of the completion of the annual financial statement audit, commencing with the Fifth Operating Year, the Manager will deduct from Revenues and cause to be retained by the Authority the amount listed above in Column B for the previous Operating Year (if applicable). In the event Revenues thirty (30) days after the completion of the annual financial statement audit are insufficient therefor, the Manager shall provide for the payment to the Authority of such amount.

ARTICLE 4.
UTILITIES

4.1 Basic Utilities. Authority shall be responsible for commercially reasonable access to water, electricity, sanitary sewer service and heating and air conditioning ("Basic Utilities"), at no cost to Manager (except as specifically provided elsewhere herein), necessary for the Manager's commercial use and enjoyment of the Ice Rink. In connection with the Basic Utilities that Manager utilizes for the Ice Rink only, Manager will be responsible for the applicable usage bills in connection thereto. If some portion or substantially all of the Basic Utilities shall be unobtainable as a result of condemnation by a competent authority, and the Authority and the Manager mutually determine, within a reasonable period of time after such taking (not to exceed 90 days) that the Ice Rink cannot economically and feasibly be used by the Manager, then such taking shall be deemed to be a permanent total taking to which the provisions of Article 15.1 shall be applicable.

4.2 Additional Utilities. The Manager shall be responsible for contracting for and paying the cost of all utility services other than the Basic Utilities which it desires to have furnished to the Ice Rink, including, but not limited to, telephone service, additional phone lines for computers and cable telephone service. For the avoidance of doubt, the Manager will only be responsible for contracting and paying for the cost of utility services other than Basic Utilities for the Ice Rink space and will not be responsible for any utilities in connection with the additional space(s) within the Building (e.g. Suite A).

ARTICLE 5.
USE

5.1 Use of Ice Rink. Subject to and in accordance with the terms of this Agreement, Authority hereby grants the Manager the sole and exclusive right to use, manage and operate the Ice Rink for a variety of uses, including but not limited to the sale of Merchandise, Advertising, Naming Rights and Concessions, providing sports events, concerts and other musical performances, theatrical presentations, family entertainment, camps, meetings and other events in order to maximize the benefit of the Ice Rink to Nashville and Davidson County. During each Operating Year of the Term, Manager shall provide scholarship programs, job training, internships, and other programs for the benefit of the Nashville and Davidson County community, as referenced in Exhibit D, which may be in connection with this Agreement <u>or</u> the License and Lease Agreement in Manager's discretion.

5.2 Personnel. Manager will hire and supervise all operating personnel related to the Ice Rink, including, but not limited to, janitorial, instructional, building and ice maintenance, administrative, secretarial, clerical, and bookkeepers (collectively, "Manager Personnel"). Manager Personnel will expressly exclude basic security for the Building and the Ice Rink, which will be the responsibility of the sheriff's department at its expense. Any additional security necessary for the Ice Rink, as determined by the Manager, will be deemed Manager Personnel. All employees hired by Manager shall be employees of Manager and not of the Authority. Manager shall have complete and absolute discretion and authority with respect to the number, functions, qualifications, compensation and other terms and conditions relating to its employees.

5.3 Covenant of Quiet Enjoyment. Subject in all events to the terms and conditions of this Agreement, the Authority covenants that if, and so long as, the Manager keeps and performs the material

covenants, agreements, terms, provisions and conditions of this Agreement on the part of and on behalf of the Manager to be kept and performed, the Manager shall quietly enjoy its rights under this Agreement without hindrance or disturbance by the Authority or by any other person lawfully claiming the same by, through or under the Authority.

5.4 Civic Events Use. Recognizing the priority rights of the Manager, Manager and Authority agree to use commercially reasonable efforts to make the Ice Rink or the FIC available for Civic Events. Such Civic Events will not be charged a fee to use the Ice Rink. Upon the request of the Authority and so long as such request does not conflict with other scheduled or pending Events, Manager agrees to make the Ice Rink and/or the FIC available for a total of twelve (12) Civic Events per Operating Year herein. Manager will determine in its discretion whether such events will take place at the Ice Rink and/or FIC in each instance. The Civic Event Expense(s) (defined below) incurred by Manager for Civic Events shall be considered an Operating Expense for purposes of this Agreement, provided that, Authority shall pay, or cause to be paid, any other expenses in connection with a Civic Event that is not specifically listed as a Civic Event Expense. "Civic Event Expenses" are defined as: (i) chairs (two hundred fifty (250) or less); (ii) tables (twenty-five (25) six-foot (6') tables or less); (iii) basic A/V equipment (six (6) microphones, two (2) speakers, one (1) mixing board and four (4) TVs); (iv) risers; (v) forty feet (40') of pipe and drape; (vi) one (1) video screen; (vii) one (1) projector; (viii) Civic Event staffing (concessions, security, etc.); and (ix) food and beverage. Any revenues generated by concession or merchandising sales or other such sales shall be considered Operating Revenues. Within sixty (60) days following the end of each Operating Year, upon written request from Authority, Manager shall provide to the Authority within a reasonable time thereafter a written report containing a description of each Civic Event held during such Operating Year.

5.5 Shared Use of Parking Area. Manager shall have the non-exclusive right to use the Parking Area and shall have access thereto at all times.

5.6 Prohibited Use. Suite B shall not be used for any of the activities designated in the attached Exhibit E, as may be amended or waived.

ARTICLE 6.
MAINTENANCE, REPAIRS AND IMPROVEMENTS

6.1 Maintenance Repair and Replacement by Authority. Subject to Article 6.2, Authority shall cause to be performed, at its expense, all such Major Repairs (defined below) and replacements (collectively, "Replacing"), to the structural portions of the Ice Rink and the Facility Systems reasonably necessary to maintain the structural portions and/or operations of the Ice Rink and the Facility Systems in good condition and repair, ordinary maintenance, wear and tear excepted, in accordance with applicable laws and regulations and as reasonably necessary to maintain the Ice Rink at a level consistent with other first class ice rinks. As used herein a "Major Repair" shall refer to repairs of large expenditure(s) (in proportion to the value) that extend the useful life of equipment and/or restore the ability to use the applicable equipment.

6.2 Manager's Maintenance Responsibilities. Manager's obligations under this Article shall include the minor or routine repair, cleaning, and routine upkeep (collectively, "Maintenance") of the Ice Rink, of Facility Systems, of Manager's Equipment, or any property, structures, surfaces, facilities, fixtures or furnishings related to the Ice Rink, except as otherwise provided herein. For the avoidance of doubt, Manager will not be responsible for Replacing the Authority's equipment. By way of illustration, and without limiting the generality of the foregoing, Maintenance by Manager of the Ice Rink and the Facility Systems, shall include: (i) preventive or periodic maintenance procedures for equipment, fixtures or systems, (ii) periodic testing and maintenance of building systems, such as mechanical, card-key security, fire alarm and sound systems, (iii) regular maintenance procedures for the roof, HVAC related to the Ice Rink, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters, but specifically excluding the Replacing or Major Repair of the structural portions of the Ice

Rink or the Facility Systems, and (iv) providing for all improvements, custodial services, fixtures, trade fixtures, furnishings, equipment, to be maintained in good working order and in a clean and safe and reasonably attractive condition, reasonable wear and tear excepted. Manager shall devise and implement procedures (including preventive maintenance procedures) and a maintenance program ("Manager's Maintenance Program") reasonably designed to keep the Ice Rink, Facility Systems, Manager's Equipment, and Authority's Equipment in good order and condition. Manager's Maintenance Program shall (i) provide for the creation of a record for all fixtures, trade fixtures, furnishings, installations and equipment that contains a description of each item and the manufacturers specifications/recommendations for the maintenance and repair thereof, (ii) develop work orders for maintenance to be undertaken at the Ice Rink, and (iii) provide for the inputting of information following the completion of each work order in order to develop a history of the Maintenance of the Ice Rink. To the extent that Replacing of Authority's Equipment is necessary for Manager to operate the Ice Rink in accordance with Article 5, Authority shall be responsible for such replacement. Nothing in this Article 6.2 shall require Manager to perform any Major Repair or Replacing that are the express obligation of the Authority under Article 6.1 or any of the other terms of this Agreement. Any contractor procured by the Manager for the performance by the Manager of Maintenance, security, or for any other service permitted or required to be performed by the Manager hereunder, shall be required by the Manager to maintain insurance and bonds as reasonably required by Authority. For the avoidance of doubt, Manager will not have any such responsibility and/or obligation to any area(s) outside of the Ice Rink.

ARTICLE 7.
IMPROVEMENTS AND ALTERATIONS

7.1 Authority's Construction of Ice Rink. Authority and Manager acknowledge and agree that the Metropolitan Government will cause to be constructed the Ice Rink, as part of the Bellevue Recreation Center project construction.

7.2 Authority Alterations. Upon substantial completion of the Ice Rink, Authority shall have the right to make such alterations, additions and improvements (collectively, "Alterations") to the Ice Rink as it deems necessary or desirable, except that Authority shall not make any Alterations to the Ice Rink unless it first provides written notice to the Manager. Major Repairs and Replacing that Authority is required to make under this Agreement shall not be deemed Alterations. Authority agrees to make all Major Repairs and Replacements at a level consistent with other first class ice rinks and in a manner that will not disrupt Manager's operation and use of the Ice Rink.

7.3 Manager Alterations. The Manager may make Alterations, at its own expense, to the Ice Rink so long as the same do not affect the structural portions thereof or materially alter the Facility Systems. Manager shall provide written notice to the Authority within sixty (60) days prior to the commencement of any alteration to the Ice Rink, provided that Manager's obligations under Article 6.2 shall not be deemed Alterations. The Manager agrees that all of its Alterations will be made (i) in a good faith and workmanlike manner; (ii) with materials of substantially the same or better quality as the then existing materials; and (iii) in a manner that does not disrupt or interfere with the operation and management of the Ice Rink.

ARTICLE 8.
REVENUES

8.1 Revenues. The Manager shall be entitled to the receipt of all Operating Revenues resulting from the use, management and operation of the Ice Rink. The Authority hereby disclaims any and all right to receive any Operating Revenues from the Ice Rink other than those revenues that are expressly granted to the Authority herein.

8.2 Naming Rights Agreements. Subject to the provisions of this Article, the Manager is hereby granted the exclusive power by Authority to sell the right to name the Ice Rink (both interior and

exterior) (the "Naming Rights") to a sponsor or sponsors. In addition, Manager shall be entitled to all Operating Revenues generated by the sale of the Naming Rights. The terms and conditions on which the Naming Rights are sold (a "Naming Rights Agreement") shall be determined solely by the Manager from time to time during the Term hereof; provide, however, that (i) all Naming Rights Agreements shall expire no later than the expiration or termination of the Term hereof, and (ii) given the Authority's substantial interest in the Ice Rink and the public character thereof, the Manager shall not permit any name to be given to the Ice Rink or any portion thereof that (A) violates Applicable Law, or (B) would reasonably cause embarrassment to the Authority (such as name containing slang, barbarisms or profanity, names that relate to any sexually oriented business or enterprise or names that contain any overt political or religious reference). Further, Manager agrees that such name selected by Manager will distinguish the Ice Rink from the attached recreational center. The Manager agrees to indemnify, defend and hold harmless the Authority from any and all Claims and Costs arising out of the sale of the Naming Rights or any Naming Rights Agreement, except with respect to any actions taken by the Authority. Any Naming Rights Agreement entered into that does not comply with the terms of this Article shall be null and void.

8.3 Pouring Rights and Other Branded Product Identification. Manager shall have the exclusive right to designate the brands of products sold at the Ice Rink (the "Pouring Rights"). Manager shall retain all Operating Revenues derived from the exercise of the Pouring Rights. The terms and conditions of any agreement granting an entity the exclusive right to sell its brand of Products at the Ice Rink shall be determined solely by Manager from time to time during the Term hereof.

8.4 **Accounting Generally**. Manager and Authority shall each maintain accounting books and reports with respect to their respective operations hereunder in accordance with GAAP (the "Authority Records" and the "Ice Rink Records", respectively), and shall keep and maintain such records on any particular Operating Year for a period of not less than three (3) years following the conclusion of any such Operating Year or such longer period as may be required by Applicable Law.

8.5 **Audits**. Manager and Authority (and their respective authorized representatives) shall each be afforded reasonable access to all necessary and relevant Ice Rink Records and Authority Records relating to this Agreement. Manager and Authority shall each have the right to audit the other's records that are relevant to this Agreement.

ARTICLE 9.
EQUIPMENT AND PERSONAL PROPERTY

9.1 Manager's Equipment. Manager shall be responsible for repairing and maintaining, at its sole cost and expense, the ice surface, dasherboards, goals, all trade fixtures installed by Manager, furnishings, equipment and other personal property necessary for Manager's activities and use of the Ice Rink, including, without limitation, activity supplies, equipment, uniforms, skates, protective equipment, medical equipment, pucks, office furnishings and supplies, towels, laundry services, computers, and water coolers, but excluding all items identified as Authority's Equipment in Exhibit B (the "Manager's Equipment"). To the extent that replacement of Manager's Equipment is necessary for Manager to operate the Ice Rink in accordance with Article 5, Manager shall be responsible for replacing such Manager Equipment at its sole cost and expense. Authority acknowledges and agrees that none of the Manager's Equipment shall be deemed to be a fixture, regardless of whether any such Manager's Equipment may be or shall become attached to the Building. However, upon expiration of the Term or other termination of this Agreement, the Manager agrees to restore the Ice Rink to the condition at the Commencement Date, ordinary wear and tear excepted, and any unrepaired damage caused by the Manager's removal of the Manager's Equipment shall be paid by the Manager.

ARTICLE 10.
INSURANCE AND INDEMNIFICATION

10.1 The Manager's Insurance. From and after the Commencement Date, the Manager shall procure and maintain in force, at its sole expense, (i) commercial general liability insurance, with minimum limits of $2,000,000 combined single limit per occurrence, and, if necessary, $1,000,000 umbrella or excess liability covering liability arising from premises, operations, independent contractors, personal and advertising injury, products completed operations and liability assumed under an insured contract on an occurrence basis, protecting the Manager, the Authority and the Metropolitan Government against all loss, damages and liability (including, but not limited to, liability for bodily injury and death) that may be incurred as a result of the Manager's acts or omissions in the use and occupancy of the Ice Rink, or any operations of the Manager in, on or about the Ice Rink, (ii) commercial property insurance which shall, at minimum, cover perils insured under the ISO special causes of action form, insuring all of Manager's Equipment and the Manager's business personal property located in, on or about the Ice Rink, to the extent of one hundred percent (100%) of its replacement cost, (iii) workers compensation insurance covering Manager Personnel and the Manager's employees per statutory limits, and (iv) such other insurance coverage or coverages in such amounts as the Authority may reasonably require the Manager to carry from time to time consistent with commercially reasonable practices and standards. Such limits may be satisfied by combination of a commercial general liability and umbrella or excess liability policy.

10.2 The Authority's Insurance. If the Authority does not elect to self-insure (which the Authority shall have the right to do) during the Term, then from and after the Effective Date, the Authority shall procure and maintain or cause to be produced or maintained, in force, at its sole expense, the following:

(a) Comprehensive Property and Casualty insurance for replacement cost on an "all risk" peril basis (other than earthquake and floods);

(b) Commercial property insurance against any and all loss or damage to the Ice Rink caused by earthquake or flood in an amount not less than $10,000,000;

(c) Commercial general liability insurance (on an "occurrence" basis form), with a minimum limit of not less than $1,000,000 per occurrence, which includes coverage for the Ice Rink, sidewalks and private drives adjoin or appurtenant to the Ice Rink; and

(d) Such workers' compensation insurance coverage per statutory limits.

In addition to Authority's obligations above, in the event Authority has any self-insurance exposure, it shall have the same obligations that any open market insurance carrier would have.

10.3 Requirements of Insurance; Insurance Certificates. All insurance required hereunder shall be with insurance companies licensed to issue insurance in the State of Tennessee with a financial rating of at least A/VIII status as rated in the most recent edition of Best's Insurance Reports. Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella/excess policies shall follow form of the underlying coverage. Manager shall name Authority and the Metropolitan Government as additional insureds on Manager's Commercial General Liability and Umbrella/Excess Liability policies. Additional insured coverage shall apply on a primary and non-contributory basis. All liability insurance shall contain a "cross-liability" coverage (separation of insureds or a "severability of interest" provision). Each of the Manager and the Authority shall furnish to the other upon request certificates of insurance evidencing that the insurance they are required to maintain hereunder is in full force and effect. If any policy containing the coverage and other terms set forth herein is not available on a reasonable basis, the party required to keep such coverage shall in lieu thereof keep and maintain in full force and effect such policy as is then available on a reasonable basis that most nearly approximates the terms described herein. Any and all deductibles and self-insured retentions shall be the sole responsibility of the named insured. All policies shall be endorsed to provide a waiver of subrogation in favor of the additional insureds and shall contain an endorsement requiring thirty (30) days written notice from the Manager to the Authority and the Manager before any reduction in coverage, scope or amount of any policy. Each party shall provide the other with at least thirty (30) days written notice if any of the required policies

are cancelled or not renewed. The insurance requirements set forth will in no way modify, reduce or limit the indemnification herein made by the Manager. Receipt of a certificate of insurance, endorsement or policy of insurance that is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify the same, nor is any verbal agreement to modify same permissible or binding.

10.4 Waiver of Subrogation. The Manager and Authority hereby (i) waive all claims for recovery from the other party and their respective representatives for any loss or damage insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies, and (ii) agree to cause their respective insurance policies to contain endorsements to that effect.

10.5 Indemnification. The Manager shall indemnify, defend and hold harmless the Authority, the Metropolitan Government, and their respective officers, directors, trustees, agents, servants and employees from and against all claims (specifically excluding any claims related to the structural portions of the Building and the Ice Rink or the Facility Systems, to the extent that such claims are not related in whole or in part to an action or inaction of the Manager) arising or resulting from (i) injuries to persons or damage to property (including, but not limited to, theft, misappropriation or other loss of property) arising from the Manager's use or occupancy of the Ice Rink or the conduct of its business therein, (ii) any activity, work or thing done, permitted or suffered by the Manager in or about the Ice Rink, (iii) from any breach or default on the part of the Manager in the performance of any covenant or agreement on the part of the Manager to be performed pursuant to the terms of this Agreement, or (iv) due to any other act or omission of the Manager, its agents, contractors or employees. Any such obligation of indemnification, notwithstanding any language in this Agreement to the contrary, applies only to the extent that the Manager is, in whole or in part, responsible for the loss, liability, claim or basis for any indemnification sought hereunder. The provisions of this Article 10.5 shall survive the expiration or termination of this Agreement.

ARTICLE 11.
RIGHT-OF-ENTRY

11.1 Authority, and including without limitation, the officers, employees, agents and other authorized persons of Authority, shall have the right, from time to time, to enter into the Ice Rink for purposes of (i) inspecting the same, (ii) making any major repairs or replacements which Authority is obligated to make hereunder, or (iii) exercising any of its rights under this Agreement. When exercising its rights hereunder, Authority shall (i) provide the Manager with reasonable notice in advance of the date on which it intends to enter upon the Ice Rink (except in the case of an emergency, in which case such advance notice shall be reduced to a reasonable advance notice under the circumstances), and (ii) use commercially reasonable efforts to minimize the interference that it causes to the operations of the Manager. The exercise of any right in this Article 11.1 reserved to Authority or its officers, employees, agents and other authorized persons, shall not constitute an actual or constructive eviction, in whole or in part, or entitle the Manager to any abatement or diminution of amounts due hereunder or relieve Manager of any of its obligations under this Agreement or impose any liability on Authority by reason of inconvenience or annoyance to the Manager or injury or interruption of the Manager's business or otherwise.

ARTICLE 12.
MECHANIC'S LIENS AND OTHER ENCUMBRANCES

12.1 No work, services, materials or labor provided to the Manager by any third party in connection with this Agreement shall be deemed to be for the benefit of Authority. The Manager shall comply with the provisions of Article 7.3 prior to undertaking any work, services, material or labor that relates to any construction, improvement, or repair on, of or to the Ice Rink. If any lien shall at any time be

filed against the Ice Rink by reason of the Manager's failure to pay for any work, services, materials or labor provided to the Manager by any third party, or alleged to have been so provided, the Manager shall either (i) cause the same to be discharged or record by payment of such claim or by the filing of a bond with respect thereto in accordance with Applicable Law, or (ii) obtain written approval of the Authority (which approval shall not be unreasonably withheld, conditioned or delayed) to contest such lien and leave it undischarged and unsatisfied. In the event the Manager fails to cause any such lien to be discharged of record by payment of such claim or by the filing of a bond with respect thereto in accordance with Applicable Law or request the written approval from the Authority to contest the lien within twenty (20) days after it receives notice thereof, Authority may discharge the same by paying the amount claimed to be due, with the understanding that Authority is under no obligation to do so. Should Authority discharge any Manager lien, the Manager agrees to immediately reimburse Authority for such amount (plus Authority's reasonable costs and attorneys' fees). Failure on the part of the Manager to cause a lien to be discharged by payment of such claim or by the filing of a bond with respect thereto in accordance with Applicable Law, request the written approval to contest a lien or to reimburse Authority as provided in this Article 12.1 shall be considered a Manager Default and subject to the terms of Article 18.

ARTICLE 13.
WAIVER OF LIABILITY

13.1 Subject to the obligation of Authority to insure as provided in Article 10.2 hereof and except to the extent caused by the Authority's negligence or willful misconduct, Authority assumes no responsibility or liability for any damage or loss of the Manager's Equipment or other personal property located at the Ice Rink. The Manager agrees to hold Authority harmless from any damage or loss of Manager's Equipment or other personal property located at the Ice Rink.

ARTICLE 14.
CASUALTIES AFFECTING THE ICE RINK

14.1 Damage or Destruction. If, at any time during the Term, Ice Rink or any part thereof shall be damaged or destroyed by fire or other casualty, Authority, at its cost and expense, shall, commence and thereafter proceed as promptly as is reasonable (but in no event longer than sixty (60) days), to repair, restore, and replace the damaged Ice Rink to as nearly as possible to its condition immediately prior to such fire or casualty. During such repair, restoration, and replacement, the Manager shall be entitled to use Ice Rink until completion of such repair, restoration, and replacement to Ice Rink. The amounts to be retained by the Authority under Column A of the table set forth in Article 3.3 shall be reduced from the date of such casualty until the Ice Rink is fully restored, by an amount proportionate to the reduction in Operating Revenues as a result of such casualty. Provided that the Management Fee shall not be abated if such damages or destruction by fire or other casualty is due to the negligence, omission or intentional act of Manager, Manager's employees, agents or contractors.

ARTICLE 15.
EMINENT DOMAIN

15.1 Total Condemnation. If the Ice Rink or substantially all of the Ice Rink shall be permanently taken or condemned by any competent government entity for any public or quasi-public use or purpose, the Term of this Agreement shall end upon and not before the earlier of: (i) the date when the possession of the part so taken shall be required for such use or purpose, or (ii) the effective date of the taking.

15.2 Partial Condemnation. If less than all or substantially all of the Ice Rink shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, and Authority and the Manager mutually determine, within a reasonable period of time after such taking (not to exceed 90 days) that the remaining portion of the Ice Rink cannot economically and feasibly be used by the Manager, then such taking shall be deemed to be a permanent total taking to which the foregoing provisions of Article 15.1 shall be applicable. In the event this Agreement is not so terminated, this Agreement shall remain in full force and effect and Authority and the Manager shall, to the extent practical and only to the extent of the actual amount of the condemnation award received, restore the Ice Rink to a complete architectural unit reasonably suitable for the Manager's use.

15.3 Allocation of Award. In the event this Agreement is terminated pursuant to Article 15.1 or Article 15.2, each of the parties hereto shall have the right to seek an award for the loss of their respective interests in and to the Ice Rink and this Agreement. In the event this Agreement is not so terminated, the amount of any award for or on account of any condemnation shall be used to restore the Ice Rink as provided in Article 15.2 hereof.

15.4 Temporary Taking. If any right of temporary possession or occupancy of all or any portion of the Ice Rink shall be taken, the foregoing provisions of this Article 15 shall be inapplicable thereto and this Agreement shall continue in full force and effect, and the parties hereto shall have the right to seek an award for their loss in respect of such disruption of possession or occupancy.

ARTICLE 16.
ASSIGNMENT

16.1 General Restrictions on the Manager's Assignment.

The Manager shall not:

(a) Assign, transfer, mortgage, pledge, hypothecate, or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Agreement, or any interest in, to or under this Agreement (other than the Operating Revenues payable to or retained by the Manager under this Agreement, which Operating Revenues may be collaterally assigned to any lender of the Manager); provided however, that Manager shall have the right to assign this Agreement to any present or future Affiliate, upon forty-five (45) days written notice to and consent of Authority, which consent shall not be unreasonably withheld, and Manager may grant to any such assignee the same rights and privileges that Manager enjoys hereunder;

(b) Allow to exist or occur any transfer of or lien upon this Agreement or the Manager's interest in this Agreement by operation of law; or

(c) Assign the Manager's interest in or rights under this Agreement, or the Manager's responsibilities under this Agreement; provided, however, that Manager shall have the right to contract to make available any portion of the Ice Rink to a third party on a short term basis;

16.2 Permitted Manager Assignments. Notwithstanding the provisions of Article 16.1 or any other provision of this Agreement, the Manager may, assign this Agreement to any Person (or an Affiliate of such Person) that (i) is approved by the NHL to acquire the NHL franchise of the Nashville Hockey Club, LP and (ii) properly becomes the "Manager" pursuant to the terms and conditions for assignments under the License and Use Agreement. Upon such assignment, the Manager shall be released from all further obligations under this Agreement.

16.3 The Manager to Remain Obligated. Consent by Authority to any assignment, subletting, sublicensing, use, occupancy, or transfer shall not, without an express agreement by Authority to the contrary, operate to relieve the Manager from any covenant or obligation hereunder arising prior to any such assignment or other transfer.

ARTICLE 17.
REPRESENTATIONS AND WARRANTIES

17.1 Representations and Warranties of Manager. The Manager represents and warrants to Authority that, as of the date hereof:

(a) The Manager is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is authorized to do business in and is in good standing under the laws of the State of Tennessee, and has all requisite power and authority to execute, deliver and perform its obligations under;

(b) This Agreement has been duly authorized, executed and delivered by Manager and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof;

(c) Manager has obtained all authorizations, consents, or approvals required for the execution, delivery and performance by it of this Agreement; and

(d) the execution, delivery and performance of this Agreement by Manager does not conflict with, nor will it result in, a breach or violation of any of the terms, conditions or provisions of (i) any Applicable Law or (ii) any charter document, indenture, mortgage, material conduct or other material agreement or instrument to which it is a party or by which it or any of its properties are bound.

17.2 Representations and Warranties of Authority. Authority represents and warrants to the Manager that, as of the date hereof:

(a) Authority has the power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and provisions of this Agreement, and all transactions contemplated hereby, to the extent required to be carried out or performed by Authority. There is no law, regulation, or other rule that in any material way prohibits, limits, or otherwise affects the right or power of Authority to enter into and perform all of the terms and provisions of this Agreement, and each document, agreement, and instrument executed or to be executed by Authority in connection herewith and all transactions contemplated hereby and thereby. No consent, authorization or approval of, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other person is required for the due execution, delivery, and performance by Authority of this Agreement, or any other agreement, document, or instrument executed and delivered by Authority or any of the transactions contemplated hereby or thereby.

(b) The execution and delivery of this Agreement by Authority has been duly and validly authorized by all necessary action. This Agreement, and all other agreements, documents, and instruments executed and delivered by Authority in connection herewith are legal, valid, and binding obligations of Authority, enforceable against Authority in accordance with their respective terms, subject to applicable laws effecting creditors' rights, generally.

(c) The execution, delivery, and performance of this Agreement and each agreement, document, and instrument executed or to be executed and delivered by Authority in connection herewith does not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under: (i) any agreement, document, or instrument to which Authority is a party or by which Authority's assets may be bound or affected, or (ii) applicable law. The execution, delivery, and performance of this Agreement and each agreement, document, and instrument executed or to be executed and delivered by the Manager in connection herewith does not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Authority.

(d) Authority is: (i) the holder of a ground lease with the Metropolitan Government of Nashville and Davidson County for the property described in Exhibit A and (ii) the owner of its fixtures, installations,

equipment, and other personal property forming a part of the Ice Rink; provided the foregoing shall not prevent Authority from transferring ownership of the Ice Rink to another entity.

(e) Authority shall cause the Ice Rink to be constructed in a workmanlike manner, in accordance with Applicable Laws.

ARTICLE 18.
DEFAULT AND REMEDIES

18.1 Manager Defaults. The occurrence of any one or more of the following constitutes a default (each, a "Manager Default") by the Manager under this Agreement:

(a) the Manager's failure to make any payment of any amount due to Authority hereunder; provided, however, if such failure is cured within thirty (30) days after written demand from Authority to the Manager, the Manager shall not be in default; or

(b) any representation or warranty made by the Manager herein was not true in any material respect when made and such breach shall continue for thirty (30) days after written notice thereof from Authority to the Manager, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the Manager shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) day period and thereafter diligently prosecutes the cure to completion; or

(c) the Manager's failure to observe or perform any other covenant, agreement, condition, or provision of this Agreement and such failure shall continue for thirty (30) days after written notice thereof from Authority to the Manager, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the Manager shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) day period and thereafter diligently prosecutes the cure to completion; or

(d) the Manager makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Manager or for the major party of its property; or

(e) a trustee or receiver is appointed for the Manager or for the major part of its property and is not discharged within thirty (30) days after such appointment; or

(f) bankruptcy, reorganization, arrangement, insolvency, or liquidations proceedings, or other proceedings for the relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Manager, and, if instituted against the Manager, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

18.2 Rights and Remedies of Authority. Upon the occurrence of any Manager Default, Authority shall have the rights and remedies hereinafter set forth, which shall be distinct, separate, and, except for the remedy set forth in Article 18.2(a) below, cumulative, but shall not operate to exclude or deprive Authority of any other right or remedy allowed to it by law or in equity:

(a) Authority may terminate this Agreement by giving written notice to the Manager and recover damages; or

(b) Authority may enforce the provisions of this Agreement and may enforce and protect the rights of Authority hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and/or

(c) Authority may obtain any other available legal or equitable remedy or relief, including, but not limited to, injunctive relief; and/or

(d) Authority may, without terminating this Agreement, recover from the Manager all actual, consequential, and incidental damages that Authority suffers and a result of any Manager Default; and/or

(e) Authority may, at Authority's election (though without obligation), make any payment required of the Manager under this Agreement or perform or comply with any covenant or agreement of the Manager hereunder. The amount so paid, plus the reasonable cost of such performance or compliance, plus interest on such sums, shall be payable by the Manager immediately upon demand. No such payment, performance, or observance by Authority shall constitute a waiver of any default or of any remedy for default or render Authority liable for any loss or damage resulting from any such act.

18.3 Possession. If Authority exercises the remedies provided for in Article 18.2(a) above, the Manager shall immediately surrender possession of and vacate the Ice Rink in compliance with the provisions hereof, and if the Manager fails to so surrender possession of and vacate the Ice Rink, Authority may, without prejudice to any other remedy that it may have, expel the Manager (and any other entity who may be occupying the Ice Rink by, through, or under the Manager) from the Ice Rink, by force if necessary, without being liable for prosecution or any claim for damages on account thereof, with or without process of law, a full and complete license so to do being hereby granted to Authority. Any of the Manager's furniture, trade fixtures, equipment, or other personal property remaining in the Ice Rink after the expiration or termination of this Agreement shall be deemed abandoned and may be retained or disposed of by Authority as it sees fit, without the payment of any compensation to the Manager therefor.

18.4 Assumption or Rejection in Bankruptcy. If the Manager shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for the Manager, Authority and the Manager agree, to the extent permitted by law, to request that the trustee-in-bankruptcy shall determine within sixty (60) days thereafter whether to assume or reject this Agreement.

18.5 Authority Defaults. The occurrence of any one or more of the following constitutes a default (each, an "Authority Default") by Authority under this Agreement:

(a) Authority's failure to pay any past due charges or sums owed to the Manager hereunder within thirty (30) days after written notice thereof from the Manager to Authority; or

(b) any representation or warranty made by Authority herein was not true in any material respect when made and such breach shall continue for thirty (30) days after written notice thereof from the Manager to Authority, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, Authority shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) days period and thereafter diligently prosecutes the cure to completion; or

(c) Authority fails to observe or perform any covenant, agreement, condition, or provision of this Agreement and such failure shall continue for thirty (30) days after written notice thereof from the Manager to Authority, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, Authority shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) days period and thereafter diligently prosecutes the cure to completion; or

(d) a trustee or receiver is appointed for Authority and is not discharged within thirty (30) days after such appointment; or

(e) bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against Authority, and, if instituted against Authority, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

18.6 Rights and Remedies of the Manager. If a Authority Default occurs, the Manager shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive the Manager of any other right or remedy allowed to it by law or equity:

(a) the Manager may terminate this Agreement by giving to Authority notice of the Manager's election to do so, in which event the Term of this Agreement, as well as any obligations of the Manager shall end, and all of the obligations of the Manager hereunder shall expire on the date the Manager may designate in such termination notice; and/or

(b) the Manager may enforce the provisions of this Agreement and may enforce and protect the rights of Manager hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and/or

(c) the Manager may obtain any other available legal or equitable remedy or relief, including, but not limited to, injunctive relief; and/or

(d) without terminating this Agreement, the Manager may recover all actual, consequential, and incidental damages that the Manager suffers as a result of any Authority Default; and/or

(e) the Manager may, at the Manager's election (but without obligation), make any payment required of Authority under this Agreement, or perform or comply with any covenant or condition imposed on Authority under this Agreement. The amount so paid, plus the reasonable cost of such performance or compliance, plus interest on such sums, shall be payable to Authority immediately upon demand. No such payment, performance, or observance by the Manager shall constitute a waiver of default or of any remedy for default or render the Manager liable for any loss or damage resulting from any such act.

ARTICLE 19.
HAZARDOUS SUBSTANCES

19.1 The Manager shall not cause, permit, or suffer any hazardous substance which is likely to endanger the life of, or cause bodily injury to, any person in the Ice Rink or damage the Ice Rink or surrounding area(s) (collectively, "Hazardous Substances") to be transported, used, stored, maintained, generated, manufactured, handled, released, or discharged on, under, or about the Ice Rink; provided the foregoing provision shall not prohibit the Manager from transporting, storing, and using such Hazardous Substances as are necessary for the Manager to use the Ice Rink for the purposed permitted hereunder so long as: (i) all such Hazardous Substances are maintained only in such quantities as are reasonably necessary; (ii) the Manager complies with all Applicable Law governing the transportation, handling, storage, use, and disposal of such Hazardous Substances; (iii) the Manager does not unnecessarily dispose, release, or discharge any Hazardous Substances on, under, or about the Ice Rink; and (iv) all such Hazardous Substances are completely, lawfully, and properly removed by the Manager. If any Hazardous Substances are released, discharged, or disposed of on, under, or about the Ice Rink by the Manager or its agents, contractors, or employees in violation of this Article 19, then the Manager shall remove, remediate, monitor, and abate such Hazardous Substances, at the Manager's sole cost and expense, in compliance with Applicable Law, which obligation shall include performing all necessary testing and preparing any remedial action plan required by any governmental entity. The methodology for such removal, remediation, monitoring, and abatement shall (except in emergencies) be subject to the Authority's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The provisions of this Article 19 shall survive the expiration or termination of this Agreement.

ARTICLE 20.
MISCELLANEIOUS

20.1 **Survival**. All obligations, responsibilities, and liabilities of the Manager or Authority that have not been fully satisfied or discharged shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations theretofore accrued and all indemnification obligations set forth in this Agreement and all of the Manager's covenants concerning the surrender of the Ice Rink.

20.2 Force Majeure. In the event compliance with any of Authority's or the Manager's obligations under this Agreement are rendered impractical or impossible due to strikes, lockouts, labor disputes, embargoes, fire, casualty, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority or other occurrences beyond the reasonable control of the party in question (collectively, "Events of Force Majeure"), then the time for performance of such obligations shall be extended until compliance therewith is again practical or possible; provided in no event shall financial hardship of a party constitute an Event of Force Majeure applicable to said party.

20.3 Successors and Assigns. Each provision of this Agreement shall extend to and shall bind and inure to the benefit not only of Authority and the Manager, but also their respective legal representatives, successors, and assigns; provided, however, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, sublicensing, or subletting contrary to the provisions of this Agreement.

20.4 Notices. All notices and demands required or desired to be given by either party to the other pursuant to this Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided a hard copy is also promptly sent), sent by commercial overnight courier service, prepaid, or sent by United Stated registered or certified mail, return receipt requested, postage prepaid, to the addresses provided below:

If to Manager: Michelle Kennedy
Mid-Ice, LLC
501 Broadway
Nashville, TN 37203
Tel: (615) 770-2349
Fax: (615) 770-2151

With copy to: Heidi Bundren

Mid-Ice, LLC
501 Broadway
Nashville, TN 37203
Tel: (615) 770-2255
Fax: (615) 770-2490

If to Authority: Executive Director
The Sports Authority of the
Metropolitan Government of Nashville and Davidson County
720 2nd Avenue South POB 196300
Nashville, TN 37219
Tel: (615) 880-1021

With copy to: Director of Law
The Metropolitan Government of Nashville and Davidson County
Suite 108, Metro Courthouse
Nashville, TN 37219
Tel: (615) 862-6341
Fax: (615) 862-6352

Notices and demands shall be deemed given and served: (i) upon receipt or refusal, if delivered personally; (ii) one (1) business day after sending by facsimile (provided a hard copy is also promptly sent) or after

deposit with an overnight courier service; or (iii) five (5) days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

20.5 Severability. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Agreement.

20.6 Entire Agreement; Amendments and Waivers. This Agreement and the Exhibits hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, letters, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by both Authority and the Manager. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (wither or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected party. Either party's failure to enforce any provision of this Agreement or its acceptance of any payment shall not constitute a waiver thereof and shall not prevent such party from enforcing that provision or any other provision of this Agreement in the future. Without limiting Authority's rights under any other provision in this Agreement, it is agreed that no receipt of moneys by Authority from the Manager after the termination in any way of the Term, or of the Team's right of possession hereunder, or after the giving of any notice, shall reinstate, continue, or extend the Term or affect any notice given to the Manager prior to the receipt of such moneys. Without limiting the Team's rights under any other provision in this Agreement, it is agreed that no receipt of moneys by the Manager from Authority after the termination in any way of the Term or after the giving of any notice shall reinstate, continue, or extend the Term or affect any notice given to Authority prior to the receipt of such moneys.

20.7 Recordation of Agreement. Authority shall record this Agreement in the Register's Office of Davidson County, at its cost and expense.

20.8 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties hereby agree that any suit, action, or proceeding may be instituted with respect to this Agreement in any federal or state court in Davidson County, Tennessee. The parties hereby consent to in personam jurisdiction of such courts and irrevocably wave any objection and any right of immunity on the ground of venue, the convenience of forum, or the jurisdiction of such courts, or from the execution of judgments resulting therefrom.

20.9 Sovereign Immunity. The Manager acknowledges and agrees that the sovereign immunity of Authority shall not apply to this Manager, nor any subcontractor, agent, employee, or insurer of the Manager. Accordingly, neither the Manager nor any such subcontractor, agent, employee, or insurer shall plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty of the Manager under this Agreement.

20.10 Limitations on Legal Requirements. Notwithstanding anything to the contrary contained herein, the parties hereto hereby acknowledge and agree that the power and authority to adopt, rescind, or amend laws for Nashville and Davidson County resides with the Metropolitan County Council and that nothing contained herein shall (i) in any way obligate the Metropolitan County Council to adopt, rescind, or amend applicable law, or (ii) subject Authority to any liability on account of the Metropolitan County Council's failure to adopt, rescind, or amend any applicable Law.

20.11 Article Headings. The headings of Articles are for convenience only and do not limit, expand, or construe the contents of the Articles.

20.12 Exhibits. Authority and the Manager hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

20.13 Estoppel Certificates. The Manager and Authority agree that they shall, at any time and from time to time upon not less than thirty (30) days' prior request by the other, executed, acknowledge, and deliver to the other, or to such other parties as may be designated by the other, a statement in writing signed by the applicable party certifying to the extent true and ascertainable: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement as modified is in full force and effect and identifying the modifications); (ii) the dates to which all payments and other charges due hereunder have been paid; (iii) that, so far as the applicable party knows, the other party is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; (iv) Manager that, so far as the applicable party knows, there are no offsets or claims to any amounts owed hereunder to such party; (v) that there are no actions, whether voluntary or otherwise, pending against the applicable party under the bankruptcy laws of the United States or any state thereof; and (vi) such other matters as may be reasonably requested by the requesting party.

20.14 Intentionally Left Blank.

20.15 Time of the Essence. Time is of the essence as to this Agreement and all provisions hereof.

20.16 Anti-discrimination Clause. The Manager shall not discriminate on the basis of race, color, political, or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin, or sexual preference/orientation. The Manager shall comply with all applicable laws pertaining to discrimination in employment, unlawful employment practices, and affirmative action.

20.17 Remedies Cumulative. No reference to any specific right or remedy shall preclude either party from exercising any other right or from having other remedy or from maintaining any other action to which it would otherwise be entitled at law or in equity.

20.18 Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between Authority and the Manager. It is agreed that all persons provided by the Manager to perform the obligations of the Manager contemplated hereby are not employees or agents of Authority. The Manager acknowledges that the Manager's employees and agents shall not, by reason of this Agreement or by reason of the performance of any services in connection with the satisfaction of the Manager's obligations hereunder, be considered employees of, or entitled to any employee benefits of, Authority.

20.19 Accord and Satisfaction. Neither the acceptance by either party of a lesser amount than any amount herein required to be paid, nor any endorsement or statement on a check or an instrument accompanying any payment shall be deemed an accord and satisfaction, and either party may accept any such check or payment without prejudicing such party's right to recover all outstanding amounts due under this Agreement and pursue all remedies available hereunder at law or in equity.

20.20 Attornment; Non-Disturbance. In the event the liens of any mortgages, deeds of trust, or indentures are foreclosed for any reason or in the event Authority's rights shall be terminated for any reason such that Authority cannot or will not perform Authority's obligations under this Agreement and any beneficiary or holder (or purchaser of the interests thereof) (the "Successor") succeeds to the interest of Authority under this Agreement, then the Manager shall be bound to such Successor under all of the terms of this Agreement for the balance of the Term remaining with the same force and effect as if such Successor was Authority under this Agreement. Provided the Successor agrees in writing to comply with this Agreement after it becomes a Successor and not to disturb Manager's use of the Arena except in accordance with the terms of this Agreement, the Manager hereby agrees to and does hereby attorn to such Successor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of the parties hereto, or their successors or assigns, immediately upon the Successor succeeding to the interests, rights, and obligations of Authority hereunder.

20.21 Attorneys' Fees. If either Authority or the Manager commences or engages in any legal action against the other party which arises out of or in connection with this Agreement, each party shall be responsible for its own attorneys' fees in connection therewith.

20.22 Interpretation and Construction. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement, and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided. The terms defined in Article 1.2 or elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the masculine, feminine, and neuter forms. All references to Articles, Sections, and Paragraphs shall be deemed references to Articles, Sections, and Paragraphs of this Agreement, unless the context requires otherwise. All references herein to Annexes shall be deemed to be references to the Exhibit(s) attached to this Agreement. The terms "Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement as a whole and not to any particular Article, Paragraph, or other portion hereof and include any agreement supplemental hereto.

In Witness Whereof, the parties have executed this Agreement as of the date and year set forth above.

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

BY:_____

TITLE: _____

BY:_____

TITLE:_____

MID-ICE, LLC

BY:_____

TITLE:_____

Exhibit A

Description of Land

Exhibit B

Authority's Equipment

Zambonis	**$**	**223,134.21**
(2) Zamboni	$	215,671.00
(1) Electric Edger	$	6,900.00
Oil Filter (4)	$	40.25
Blade Bolts (10)	$	44.28
Terry Cloth	$	101.20
Squeegee	$	109.25
Impeller	$	225.40
Chain	$	42.84
Signage	**$**	**134,665.56**
(4) Backlit Signs - East	$	43,185.58
(4) Backlit signs - North	$	43,185.58
Main Entrance Sign	$	37,562.74
Permits	$	460.00
MISC.	$	5,750.00
Pred Head - West Wall	$	4,521.66
Concession/ Bar	**$**	**51,736.20**
General Services	$	28,750.00
Portable Smoker	$	4,025.00
Smallwares	$	18,961.20
Office Furniture	**$**	**73,984.10**
Office Furniture	$	73,409.10
Safe	$	575.00
Merchandise Store build out	**$**	**34,074.50**
Skate Sharpener	$	20,700.00

Pneumatic Riveter	$	5,750.00
Bench Riveter	$	1,035.00
Shipping	$	2,300.00
Figure Skating Sharpener	$	4,289.50
Rental Skates	**$**	**61,079.95**
Hockey Skates	$	30,029.95
Figure Skates	$	31,050.00
Computer equipment	**$**	**86,020.00**
RMS	$	27,600.00
Computers (15)	$	25,875.00
Ipads (2)	$	920.00
Router	$	10,350.00
Wireless Router	$	1,725.00
Server	$	17,250.00
Printer (2)	$	2,300.00

Phones	**$**	**9,200.00**
Switch	$	9,200.00
Sports Equipment	**$**	**11,500.00**
First Aid/AED	**$**	**5,622.35**
(4) AEDs	$	3,450.00
AED storage boxes (4)	$	803.85
(1) Training tables	$	1,368.50
TV's	**$**	**34,346.05**
48" LED TV (18)	$	11,500.00
55" LED TV (4)	$	4,600.00
Brackets (22)	$	5,405.00
Install (22)	$	1,035.00
DVD/Blue Ray (4)	$	460.00
Lighting Package	$	11,346.05
Ice Paint/Paint Equipment	**$**	**7,837.25**
Mixing Tank	$	-
Boom	$	894.70
250' of 1" Hose	$	718.75
Hose Reel	$	862.50
White Paint	$	2,318.40
Blue Paint	$	112.70
Red Paint	$	112.70
Goal Crease Paint	$	131.10
Preds Blue	$	203.55
Ford Blue	$	67.85
Gold	$	1,357.00
Center line lay in	$	770.50
Brushes and tools	$	287.50
Stanchions	**$**	**2,160.85**
Tensabarrier (20)	$	2,160.85
Trash Cans	**$**	**6,668.85**
35 Gallon Trash Can (30)	$	6,668.85
Zambodi Blades	**$**	**2,162.00**
(8) Blades	$	2,162.00
Operations Radios	**$**	**10,666.25**
Motorola Radios (15)	$	10,091.25

Charging Base (2)

FCC Fee	$	575.00

Operations Hand Tools	**$**	**18,181.20**
Circular saw Blade (10)	$	114.66
Reciprocating Saw blade (2)	$	68.93
24" Squeegee (4)	$	119.51
Snow Shovel (4)	$	147.06
20 Gal Air Compressor	$	228.85
Husky Tool Chest	$	687.70
16' Werner ladder	$	701.50
8' werner ladder	$	154.10
Hand Truck	$	228.85
Pallet Jack	$	435.85
Wet/Dry Shop Vac	$	103.50
Dewalt Circular Saw	$	159.85
dewalt Charger (4)	$	552.00
Staple Gun (2)	$	68.93
Dewalt Batteries (4)	$	455.40
Dewalt Reciprocating Saw	$	228.85
Tape Measure (2)	$	34.50
Drill Bit Set	$	23.00
Cordless drill set (2)	$	342.70
infrared Thermometer (2)	$	161.00
Plier Set (2)	$	46.00
Channellock (2)	$	49.45
Crescent Wrench (2)	$	46.00
Screw Driver Set	$	23.00
Mechanics tool set	$	228.85
Floor Jack	$	460.00
MISC	$	5,750.00
Scissor Lift	$	6,744.75

Training Equipment	**$**	**22,234.00**
(3) Squat Racks	$	2,997.00
(3) Treadmills	$	4,500.00
(3) Exercise Bikes	$	2,097.00
(3) Bench racks	$	2,340.00
(2) Free weight Racks	$	1,248.00
(3) Battle Ropes	$	687.00
Power Plyo Boxes	$	130.00
TrX Cables	$	220.00
(3) Row Machines	$	3,600.00
Kettle Bells	$	1,000.00

Weight Set - Plates		$ 3,415.00
Scoreboards		**$ 45,000.00**
Eversan Scoreboards (2)		$ 51,750.00
Contingency (5%)	$ 51,750.00	
Sub Total	**$ 892,023.33**	
Tax	$ 82,512.16	
Total FFE Budget	**$ 974,535.48**	

Exhibit C

Reserved

Exhibit D

Rink Development Benefits

The Ice Rink will provide tremendous benefits for the local ice-skating community and beyond. The creation of this facility provides an increase in ice skating related opportunities for local residents and visitors of all skill levels and ages with expanded leagues and classes, while new physical fitness programs geared towards individuals, groups and, corporations will benefit the Davidson County community at large. Tournaments and special events will be hosted at this new centrally-located Ice Rink and will generate area economic development with increase in demand for local lodging, dining, shopping and entertainment, as well as creation of new jobs.

Anticipated recreational opportunities, community involvement, and economic impact to the Davidson County include:

- Monthly Get Out and Learn! (G.O.A.L!) free beginner hockey program to introduce the sport to the families of Davidson County.
    - A projected 800-1200 families with kids ages 5-8 will be introduced to ice hockey for free annually; with significant participation from Davidson County residents.
- Continuing Learn-to-Skate group class series offered to local and surrounding communities.
- Recreational skating opportunities for youth, adults, seniors, and people with disabilities.
    - Adaptive recreation facility to provide sled hockey program (Sled Preds) for disabled individuals, such as Wounded Warriors.
    - Eight hours of ice time per month will be donated for Davidson County non-profit use.
- Home rink area for Metro sporting leagues: Rec Hockey, Nashville Jr. Predators travel hockey, High School, College Club Teams, Adult Hockey, Figure Skating Club, Special Needs Hockey, and Broomhall.
    - Manager, in conjunction with the Nashville Predators, will subsidize and/or provide limited scholarships to Davidson County residents for league participation.
- Academic curriculum for Metro Nashville Area Schools.
    - Elementary and Middle School physical fitness program with an ice skating field trip.
    - High school aged science of hockey curriculum.
- Non-hockey activities, such as figure skating, broomball, and curling.
- Valuable location for the community to gather and socialize: public skate sessions, birthday parties, meeting and conference rooms, group and corporate outings.
    - An average ninety minute public skate can bring 200+ families to the area.
- Annual activities and programs, such as holiday shows, summer camps, festivals,

exhibitions, and community events.

- Significant economic impact to area restaurants, hotels, retailers, and entertainment venues from hockey tournaments and figure skating exhibitions.

- Manager, in conjunction with the Nashville Predators, will develop a job placement initiative with Davidson County for co-op, full time, part-time jobs, and job training internship opportunities.

In connection with this Agreement, a value of no more than Fifty Thousand Dollars ($50,000) of the aforementioned assets, benefits and services will be provided by Manager for Davidson County residents in each Operating Year of the Term. which can be provided either at the FIC or the Ice Rink. As provided in Article 5.4 of the Agreement, Manager shall make the Ice Rink and/or FIC (in Manager's discretion) available for Civic Events as provided herein.

Exhibit E

Declaration of Covenants, Restrictions and Easements

For

One Bellevue Place – Civic Tract