

COMMUNITY PARTNER MEMORANDUM OF UNDERSTANDING

TENNESSEE FOOTBALL, INC. & OFFICE OF THE METROPOLITAN TRUSTEE Keep Nashville Home Campaign

This Community Partner Memorandum of Understanding (the "Agreement") is made and executed, by and between Tennessee Football, Inc., doing business as the Tennessee Titans ("**Titans**") and Office of the Metropolitan Trustee ("**OMT**") (Titans and OMT each a "**Party**", and collectively the "**Parties**"), to build on existing partnerships and initiatives together.

RECITALS

WHEREAS, the Titans have committed to strengthening its existing relationship with OMT through continuing and growing existing partnerships; and

WHEREAS, OMT will continue to administer the Tax Relief Program, and the Titans and OMT will continue to support, the Keep Nashville Home campaign in conjunction with Urban League of Middle Tennessee and NAACP of Nashville.

NOW THEREFORE, OMT and the Titans agree as follows:

I. **Definitions**

"Agreement" has the meaning set forth above.

"Community Advisory Committee" means the six-member committee responsible to quarterly review the Titans' progress with respect to the Titans' ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

"OMT" means the Office of the Metropolitan Trustee, a Constitutional county office that serves as the tax collection agency for Davidson County, Tennessee. The Metropolitan Trustee is responsible for collecting all *ad valorem* taxes, including real property, personality, and public utility taxes. This office also administers the State of Tennessee tax relief program, tax deferral program, tax freeze program, collects and processes delinquent taxes, collects central business improvement district taxes, collects gulch central business improvement district taxes, collects special assessments taxes, and collects vegetation and demolition liens.

"ONE" means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the Titans' existing commitment to serve and empower neighborhoods and communities.

"Party" or "Parties" refers to each signatory of this Agreement.

"Titans" means Tennessee Football, Inc. doing business as the Tennessee Titans, a Member Club of the National Football League ("NFL").

II. Obligations of the Titans

The Titans will perform the following responsibilities:

- 1) Keep Nashville Home Campaign
 - a) The Titans commit to strengthening the organization's existing relationship with OMT through continuing and growing existing partnerships. The Titans and OMT will continue to support the Keep Nashville Home campaign in conjunction with Urban League of Middle Tennessee and NAACP of Nashville.
 - b) As a part of the Keep Nashville Home campaign, OMT will continue to administer the Property Tax Relief Program for eligible seniors 65 and older who are property owners that have a total household income that does not exceed the amount prescribed by the Program. The Titans commit to providing support through the use of its platform and resources to promote, advocate and provide direct collaboration to build awareness of the program.
- 2) Community Space Programming
 - a) The Titans will consult with OMT on the community space programming and will continue to identify additional opportunities to work with OMT and its advocacy programs.

III. Obligations of OMT

OMT will perform the following responsibilities:

- 1) Keep Nashville Home Campaign
 - a) Pursuant to both state and local law, the Trustee will continue to administer the Property Tax Relief Program and will support the Keep Nashville Home campaign for eligible seniors 65 and older who are property owners that have a total household income that does not exceed the amount prescribed by the Program.
- 2) Partner with the Titans
 - a) OMT will work with the Titans on the Titan's existing commitment to serve and empower neighborhoods and communities through The Keep Nashville Home campaign and will support related campaign partnerships and initiatives.

IV. Accountability, Monitoring & Reporting

The Parties agree to annually review the progress of this agreement to ensure their goals under this Agreement are satisfactorily met. The Parties intend for this Agreement to be both

continuing in nature and cooperative, such that both the Titans and OMT actively participate and work together with due diligence and good faith in furtherance of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

Neither the Titans, nor any person who is not employed by the Office of the Metropolitan Trustee, shall have access to confidential information, including confidential taxpayer information, held by the Trustee for preparation of this report or any other Committee activity.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence upon execution of this letter, and expire on November 1, 2025 (“**the Term**”).
- b) At the end of the Term, both parties agree to review the existing agreement, and if renewal is desired, shall modify the terms accordingly.

2) Termination

- a) This Agreement will remain intact for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and OMT may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it upon 30 days written notice from either party; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or OMT.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 23rd day of January 2023, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: **01/24/2023**

**OFFICE OF METROPOLITAN
TRUSTEE**



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ERICA GILMORE
Metropolitan Trustee
Date: **01/23/2023**

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & CHEATCODE FOUNDATION Mental Health Initiative

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc. doing business as the Tennessee Titans ("**Titans**") and Cheatcode Foundation ("**CF**") (Titans and CF each a "**Party**", and collectively the "**Parties**"), to offer CF’s mental health tools and experiences, currently available to the Titans players and coaches, to individuals in the greater Nashville area.

RECITALS

WHEREAS, the Titans have committed to identifying the mental health professionals, community leaders, frontline workers and community recipients for the services of the initiative; and

WHEREAS, CF will offer mental health tools to individuals in the greater Nashville area.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this written instrument, Titans and CF do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“CF” means Cheatcode Foundation, a mental health movement working to end stigma towards seeking mental health support, increase access to transformational mental health solutions, and influence social change.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“ONE” means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the organization’s existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Mental Health Initiative

- a) The Titans will identify the mental health professionals, community leaders, frontline workers and community recipients for the services to be provided in the initiative.
- b) The Titans will work with CF to explore the creation of high-level storytelling content to promote the partnership and its impact on members of underserved communities.

III. Obligations of CF

CF will be obligated to perform the following responsibilities:

1) Services for the Mental Health Initiative

- a) CF agrees to train fifteen (15) Meharry Medical College associated therapists/psychologists/social workers in the Cheatcode Methodology.
- b) The therapists that CF has agreed to train, will offer twelve (12) sessions of trauma informed, brain-based therapy to fifty (50) members residing in the following zip codes: 37206, 37209, 37218, 37228, 37208 and 37216. CF will help coordinate the care and establish and oversee a general fund that will be used to pay the therapists.
- c) CF will train one hundred (100) leaders and front-line workers in the Nashville community on the impacts of trauma and integrating trauma informed care into their roles.
- d) CF will provide community engagement events featuring athletes, musicians and community influencers who will help promote the city’s mental health infrastructure.
- e) CF will work with the Titans explore the creation of high-level storytelling content to promote the partnership and its impact on members of underserved communities.

2) Partner with the Titans:

- a) CF will partner with the Titans to build on CF’s commitment to providing tools to heal trauma, liberate and empower families and individuals to live a purpose driven life.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability and reporting measures to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Citizen actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and expire on November 1, 2027 (“**the Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and CF may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or CF.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.

- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 1st day of November 2022, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III

Sr. Vice President & Chief Legal Officer

Date: **11/17/2022**

CHEATCODE FOUNDATION



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DR. ARMANDO GONZÁLEZ

CEO & Founder

Date: **11/14/2022**

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & CITIZENS SAVINGS BANK AND TRUST COMPANY

Titans Home Field Advantage Catalyst Fund

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Citizens Savings Bank and Trust Company (“**Citizens**”) (Titans and Citizens each a “**Party**”, and collectively the “**Parties**”), to design and create a housing development loan/investment program partnership to be titled the Titans Home Field Advantage Catalyst Fund (“**Fund**”).

RECITALS

WHEREAS, the Titans have committed to establish the Fund through contributions not to exceed a total of \$5,000,000 per year over the next five (5) years; and

WHEREAS, the Fund will be overseen and managed by Citizens and the North Nashville Community Economic Development Consortium (“**NNCEDC**”) through its fiduciary, the William Franklin Buchanan CDC (“**WFBCDC**”), with final decision authority to be held by the Governing Committee; and

WHEREAS, the terms of the Fund, awardee criteria and fund allocation will be agreed upon by both Parties.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and Citizens do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Citizens” means Citizens Savings Bank and Trust Company, the oldest, continuously operating, African-American owned bank in the United States and is designated as a Community Development Financial Institution (CDFI).

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Fund” means the Titans Home Field Advantage Catalyst Fund, a dedicated fund established by the Titans through contributions not to exceed a total of \$5,000,000 per year over the next five

years, to design and create a housing development loan/investment program partnership with Citizens.

“Governing Committee” means the designated committee mutually established by the Parties to provide final decision authority for the Fund, and which will comprise community leaders including a Titans representative, NNCDEC representative, community member, legal advisor, and banking advisor.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“NNCEDC” means the North Nashville Community Economic Development Consortium, a partner with the Titans and Citizens in collaboration with the Fund, through its fiduciary, the William Franklin Buchanan CDC.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc., doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Titans Home Field Advantage Catalyst Fund

- a) The Titans will commit to establishing a dedicated fund to be called the Titans Home Field Advantage Catalyst Fund, through contributions not to exceed a total of \$5,000,000 per year over the next five years. The Fund will create a housing development loan/investment program partnership with Citizens to provide grants or loans to qualified developers seeking access to capital.
- b) The Fund will be in collaboration and to be led by NNCEDC in partnership with Citizens. The terms of the Fund, awardee criteria and fund allocation will be agreed upon by both Parties.

2) Governing Committee

- a) The Titans will collaborate with Citizens and the NNCEDC to establish the Governing Committee, which will provide final decision authority for the Fund.

- b) The Governing Committee will be comprised of community leaders including a Titans representative, NNCEDC representative, community member, legal advisor, and banking advisor.

III. Obligations of Citizens

Citizens will be obligated to perform the following responsibilities:

1) Oversee the Application Process for the Fund

- a) Citizens will oversee the application process for the Fund and will coordinate with the Governing Committee.

2) Oversee and Manage the Fund

- a) The Fund will be overseen and managed by Citizens and the NNCEDC with final decision authority to be held by the Governing Committee.
- b) Citizens' obligations under this Agreement builds upon Citizens' commitment to serve and empower minority communities and support funding for shovel ready affordable and workforce housing developments throughout Nashville.

3) Governing Committee

- a) Citizens will collaborate with the Titans and the NNCEDC to establish the Governing Committee, which will provide final decision authority for the Fund.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Citizens actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and end on November 1, 2027 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and Citizens may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or Citizens.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]


AGREED AND ACCEPTED this 1st day of November 2022, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 11/04/2022

CITIZENS SAVINGS BANK AND TRUST COMPANY


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SERGIO ORA
President & Chief Executive Officer
Date: 11/02/2022


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RICHARD MANSON
Chairman of the Board
Date: 11/02/2022

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & CITIZENS SAVINGS BANK and TRUST COMPANY

1st & Goal Small Business Assistance Program

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Citizens Savings Bank and Trust Company (“**Citizens**”) (Titans and Citizens each a “**Party**”, and collectively the “**Parties**”), to design and create a small business loan/investment program partnership to be called the Titans 1st & Goal Small Business Assistance Program (“**Fund**”).

RECITALS

WHEREAS, the Titans have committed to establish the Fund through contributions not to exceed a total of \$2,000,000 per year over the next four (4) years; and

WHEREAS, the Fund will be overseen and managed by Citizens with final decision authority to be held by the Governing Committee; and

WHEREAS, the terms of the awardee criteria and fund allocation will be agreed upon by the Parties.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and Citizens do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Citizens” means Citizens Savings Bank and Trust Company, the oldest, continuously operating, African-American owned bank in the United States and is designated as a Community Development Financial Institution (CDFI).

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Fund” means the Titans 1st & Goal Small Business Assistance Program, a dedicated fund established by the Titans through contributions not to exceed a total of \$2,000,000 per year over the next four (4) years, to design and create a small business loan/investment program in partnership with Citizens.

“Governing Committee” means the designated committee mutually established by the Parties to provide final decision authority for the Fund, and which will comprise community leaders including a Titans representative, NNCDEC representative, community member, legal advisor, and banking advisor.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc., doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Titans 1st & Goal Small Business Assistance Program

- a) The Titans will commit to establishing a dedicated fund to be titled the Titans 1st & Goal Small Business Assistance Program, through contributions not to exceed a total of \$2,000,000 per year over the next four (4) years. The Fund will create a small business loan/investment program in partnership with Citizens to provide grants or loans to qualified small and minority-owned businesses who seek access to capital. This will also include monetary support for incubation programs through the Nashville Business Incubation Center (“NBIC”), the Academy, Corner to Corner, or other entities.
- b) The terms of the awardee criteria and fund allocation will be agreed upon by the Parties.

2) Governing Committee

- a) The Titans will collaborate with Citizens to establish the Governing Committee, which will provide final decision authority for the Fund.
- b) The Governing Committee will comprise community leaders including a Titans representative, NNCDEC representative, community member, legal advisor, and banking advisor.

III. Obligations of Citizens

Citizens will be obligated to perform the following responsibilities:

1) Oversee the Application Process for the Fund

- a) Citizens will oversee the application process for the Fund and will coordinate with the Governing Committee.

2) Oversee and Manage the Fund

- a) The Fund will be overseen and managed by Citizens with final decision authority to be held by the Governing Committee.
- b) Citizens' obligations under this Agreement build upon Citizens' commitment to serve and empower minority communities and support small and minority-owned businesses in Nashville.

3) Governing Committee

- a) Citizens will collaborate with the Titans to establish the Governing Committee, which will provide final decision authority for the Fund.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Citizens actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and end on November 1, 2026 (“**Term**”).

- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and Citizens may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or Citizens.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 1st day of November 2022, by

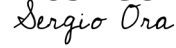
TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 11/04/2022

CITIZENS SAVINGS BANK AND
TRUST COMPANY



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SERGIO ORA
President & Chief Executive Officer
Date: 11/02/2022



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RICHARD MANSON
Chairman of the Board
Date: 11/02/2022

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & NORTH NASHVILLE COMMUNITY ECONOMIC DEVELOPMENT CONSORTIUM

Titans Home Field Advantage Catalyst Fund

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and North Nashville Community Economic Development Consortium (“**NNCEDC** or **Consortium**”) (Titans and NNCEDC or Consortium each a “**Party**”, and collectively the “**Parties**”), to partner on a new dedicated fund that will support countywide affordable housing and development initiatives to be called the Titans Home Field Advantage Catalyst Fund (“**Fund**”).

RECITALS

WHEREAS, the Titans have committed to establish the Fund through contributions not to exceed a total of \$5,000,000 per year over the next five (5) years; and

WHEREAS, the Fund account that will be housed with Citizens Bank (“**Citizens**”) will be initially overseen and managed by the William Franklin Buchanan Community Development Corporation (“**WFBCDC**”), as fiduciary to the Consortium with final decision authority to be held by the Governing Committee; and

WHEREAS, the terms of the grant and loan criteria and fund allocation will be agreed upon by the Governing Committee.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and Consortium do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Citizens” means Citizens Bank where the Fund account will be housed. Citizens is the oldest, continuously operating, African-American owned bank in the United States and is designated as a Community Development Financial Institution (CDFI).

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Consortium or NNCEDC” means the North Nashville Community Economic Development Consortium, a partner with the Titans and Citizens in collaboration on the Fund, through its fiduciary, the WFBCDC.

“Fund” means the Titans Home Field Advantage Catalyst Fund, a dedicated fund established by the Titans through contributions not to exceed a total of \$5,000,000 per year over the next five years, to design and create a housing development loan/investment program in partnership with Citizens.

“Governing Committee” means the designated committee mutually established by the Parties to provide final decision authority for the Fund, and which will comprise community leaders including a Titans representative, NNCDEC representative, community member, legal advisor, and banking advisor.

“HUD-defined affordable and workforce housing” means affordable housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities. Workforce housing is housing that is considered affordable (30% or less of total income) for households that earn more than 60% but less than 120% of the median household income.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“Party” or “Parties” refers to each signatory of this Agreement.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Titans Home Field Advantage Catalyst Fund

- a) The Titans will commit to establishing a dedicated fund to be styled the Titans Home Field Advantage Catalyst Fund, through annual contributions not to exceed a total of \$5M over the next five years. The Fund will provide grants and loans to qualified applicants seeking to develop and build HUD-defined affordable and workforce housing throughout the city.
- b) The Fund will be led by NNCEDC, through its fiduciary, the WFBCDC, in partnership with Citizens. The terms of the grant and loan criteria and fund allocation will be agreed upon by the Governing Committee.

2) Funding for Legal and Administrative Costs

- a) The Titans agree to provide NNCEDC with funding necessary to support legal and initial administrative costs incurred to establish the Fund.

3) Governing Committee

- a) The Titans will work with Citizens and the NNCEDC to establish a dedicated committee to be called the Governing Committee that will provide final decision authority for the Fund.
- b) The Governing Committee will comprise community leaders including a Titans representative, NNCEDC representative, community member, legal advisor, and banking advisor.

III. Obligations of NNCEDC

NNCEDC will be obligated to perform the following responsibilities:

1) Oversee the Application Process for the Fund

- a) The WFBCDC, as fiduciary to NNCEDC, will oversee the application process for the Fund and will coordinate with the Governing Committee.

2) Oversee and Manage the Fund

- a) The Fund will initially be overseen and managed by the WFBCDC, as fiduciary to NNCEDC, with final decision authority to be held by the Governing Committee. The fund account will be housed with Citizens.
- b) NNCEDC's obligations under this Agreement builds upon the Parties collective commitment to serve and empower communities and prioritize Nashville's affordable housing needs.

3) Governing Committee

- a) Citizens will work with the Titans and the NNCEDC to establish a dedicated committee to be called the Governing Committee that will provide final decision authority for the Fund.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Citizen actively participate and work together with

due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and expire after five (5) years on November 1, 2027 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and NNCEDC may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or NNCEDC.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.

- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 1st day of November 2022, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 11/09/2022

NORTH NASHVILLE CEDC

Carlina Bell Rollins

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CARLINA BELL ROLLINS
Fiduciary
Date: 11/08/2022

COMMUNITY PARTNERSHIP AGREEMENT

TENNESSEE FOOTBALL, INC. & CORNER TO CORNER

Titans 1st and Goal Small Business Assistance Program

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**the Titans**”) and Corner to Corner (“**CTC**”) (Titans and CTC each a “**Party**”, and collectively the “**Parties**”), to enter into an agreement based on opportunities to build on existing partnerships and initiatives together in support of the Titans 1st and Goal Small Business Assistance Program (“**Fund**”).

RECITALS

WHEREAS, the Titans have committed to strengthening its existing relationship with CTC by supporting the launch and growth of Black businesses through CTC’s Academy (“**The Academy**”) program; and

WHEREAS, CTC will work with the Titans to incorporate the Academy in the ONE Community platform (“**ONE**”) as a catalyst to support the Fund.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this written instrument, Titans and CTC do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Community Space” means the 12,000 sq. ft. dedicated nonprofit and educational space to be housed in the New Stadium.

“CTC” means Corner to Corner a local nonprofit committed to finding creative ways to help individuals by offering resourceful programs to the Nashville community.

“Fund” means the Titans 1st and Goal Small Business Assistance Program, a dedicated fund established by the Titans through contributions not to exceed a total of \$2,000,000 per year for the next four (4) years, to design and create a small business loan/investment program partnership with Citizens Bank.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“ONE” means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the Titans’ existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“TA” means the Academy which is CTC’s 10-week program that equips community members with the skills they need to plan, start, and grow their own small business.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a member club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) The Academy Program

- a) The Titans will commit to strengthening its existing relationship with CTC by supporting the launch and growth of Black businesses through TA. The Titans will work specifically with the Academy which is a 10-week program that equips community members with the skills they need to plan, start, and grow their own small business.
- b) The Titans will work with CTC to incorporate the Academy in the ONE Community platform as a catalyst to support the Fund.

2) Community Space Programming

- a) The Titans will consult with CTC on the community space programming and will continue to identify additional opportunities to work with CTC and its advocacy programs.
- b) The Parties agree that once the construction of the New Stadium has been commenced, they will further consult to mutually agree on the specific terms of the community space programming as it pertains to CTC.

III. Obligations of CTC

CTC will be obligated to perform the following responsibilities:

1) Partner with the Titans

- a) CTC will partner with the Titans to build on existing partnerships and initiatives. CTC will work with the Titans to build upon the Titans' existing commitment to serve and empower neighborhoods and communities.
- b) CTC will work specifically with the Titans to incorporate the Academy in the ONE Community platform.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Citizen actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless sooner terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and expire after four (4) years on November 1, 2026 ("**Term**").
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:

- i. The Titans and CTC may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
- ii. The termination, bankruptcy, and/or insolvency of the Titans or CTC.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 1st day of November 2022, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: **11/11/2022**

CORNER TO CORNER



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SHANA BERKELEY
Executive Director
Date: **11/10/2022**

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & DON HARDIN GROUP Business and Workforce Development

This Community Partner Agreement (“Agreement”) is made and executed by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Don Hardin Group (“**DHG**”) (Titans and DHG each a “**Party**”, and collectively the “**Parties**”), to assist with efforts directly related to economic inclusion, disenfranchised business enterprises and workforce development in the initial and ongoing plans of the proposed new Titans stadium.

RECITALS

WHEREAS, the Titans have committed to work with DHG to establish a framework to develop relationships that will serve as a critical component of the overall success of the construction of a new stadium; and

WHEREAS, DHG will implement a three phased approach to ensure inclusion with the Titans.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and DHG do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“DHG” means an established entity in construction management and consulting works directly with clients and identified projects to assist in achieving leading edge goals for minority and women owned business inclusion

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Final Approval” means having obtained all outstanding approvals from any federal, state, or local governmental entity, board, commission, committee, or administrative agency and also includes any approval required by the National Football League (“NFL”).

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc., doing business as the Tennessee Titans, a Member Club of the NFL.

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Partner with DHG

- a) The Titans will partner with DHG to assist with efforts directly related to economic inclusion, disenfranchised business enterprises and workforce development in the initial and ongoing plans of the proposed new Titans stadium.

III. Obligations of DHG

DHG will be obligated to perform the following responsibilities, implemented in three phases:

1) Phase One

- a) Phase One will consist of three critical components to setting the foundation and informing decisions associated with the stadium project:
 - i. Phase 1A: Reviewing all existing policies currently adopted by the Titans including data of past spending trends to capture opportunities of improvement and/or areas of continuation.
 - ii. Phase 1B: Set goals for the project by doing the following:
 - 1. Review disparity studies to determine how they can apply to the Titans' goals.
 - 2. Research federal, state, and local construction wages against rates in the foreseeable market rates.
 - 3. Write process for monitoring against wage theft.
 - 4. Set goals around workforce development.
 - iii. Phase 1C: Plan and conduct a series of outreach sessions that will include the following:
 - 1. Research local MBE/SBE/DBE vendors that are currently certified at the federal, state, and local levels.
 - 2. Outreach to MBE/SBE/DBE advocates.
 - 3. Expand client supplier outreach efforts through events and communications.

2) Phase Two

- a) Phase Two will consist of three subcategories: implementation of a diversity program; enforcing workforce development; and adaptation of fair work wages led and organized by DHG. This will include the following:
 - i. Diversity Program
 - 1. Organize and facilitate two trade-focused diverse business subcontractor outreach events.

2. Digital sharing of contract opportunities in collaboration with the Titans Information Technology team and a selected list of IT professionals.
3. To ensure credibility, a verification process will be implemented for certifications on the local, state, and federal level. This will include the encouragement of existing Titans' vendors to become certified.
4. Host onsite diversity trainings for project leads, managers, and superintendents.
5. DHG will work collaboratively with Titans procurement and legal teams to develop and enhance policies around diversity.
6. Create a formidable Fast Pay process that caters to small businesses.
7. Implement Fair Wage Rates into the RFP and purchasing processes.

ii. Workforce Development

1. Set up job a site trailer to receive applications and resumes from the general public.
2. Connect contractors associated with the project with potential applicants with specific trade skills.
3. Visit union halls for applicants such as 413 Strong, Nashville State, etc.
4. Recruit prime contractors to host Lunch & Learn sessions at high schools and colleges/universities.

iii. Fair Work Wages

1. Administer the process to monitor compliance of workers being paid the wage rates established by the Titans leadership team.
2. Use prudent methods and record-keeping to share accountability data and progress reports with the community.

3) Internship Program

- a) To support Tennessee State University students, DHG will endeavor to provide two or more internship opportunity related to the project to undergraduate or graduate TSU students.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and DHG actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of January 5, 2023, and expire on July 31, 2026 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and DHG may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or DHG.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.

- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]


AGREED AND ACCEPTED this 5th day of January 2023, by

TENNESSEE FOOTBALL, INC.


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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 01/06/2023

DON HARDIN GROUP


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DON HARDIN, JR.
President
Date: 01/05/2023

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & METRO NASHVILLE PUBLIC SCHOOLS Academic & Athletic Programming

This Community Partner Agreement (“Agreement”) is made and executed by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Metro Nashville Public Schools (“**MNPS**”) (Titans and MNPS each a “**Party**”, and collectively the “**Parties**”), to support and partner with MNPS to further strengthen the relationship between the Titans and MNPS.

RECITALS

WHEREAS, the Titans have committed to providing support in four areas: athletics, the Academies of Nashville, literacy, and engagement through the use of the Titans platforms; and

WHEREAS, MNPS has committed to partner with the Titans to build the Titans’ commitment to serve and empower communities and schools across Middle Tennessee.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and MNPS do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“MNPS” means the 2nd largest school district in Tennessee serving more than 86,000 students. As an exceptionally diverse district with more than 160 schools, MNPS is committed to preparing students to excel in higher education, work, and life.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Governing Committee” means the designated committee mutually established by the Parties to provide final decision authority for the Fund, and which will comprise community leaders including a Titans representative, NNCDEC representative, community member, legal advisor, and banking advisor.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc., doing business as the Tennessee Titans, a Member Club of the NFL.

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Academies of Nashville (“AON”)

- a) Partner extension and promotion. The Titans will engage five partners (i.e., businesses and/or corporate sponsors) to commit to supporting AON through either providing sponsorships, employee engagement and/or career exposure.
- b) Event and Facility Management Academy. As a leader in this industry, the Titans commit to joining an existing Academy at one of the area high schools OR working with the Academy staff to develop a program allowing students to gain experience and exposure in this industry at Nissan Stadium and other entertainment and athletic venues throughout the city.
- c) Sponsorship. The Titans organization commits to using its reputable platform to promote and amplify awareness of AON to its partners, fan base and the Nashville community. In addition, the Titans will commit to making a to-be- determined monetary contribution to AON on a future date.

2) MNPS Athletics

- a) Girls Flag Football. The Titans will work with MNPS to launch a high school girls flag football program. Titans support will include organizing league, program, supplying various uniforms and equipment and promotion of the young women participating in the program.
- b) Financial Contribution. The Titans will contribute \$5,000,000 over the next five years towards MNPS Athletics.
- c) Friday Night Lights. The Titans will highlight at least 6 MNPS football games per season as part of the organizations Friday Night Lights activities. Each identified game will include an appearance from T-Rac, giveaways, and fan engagement. Each participating team will also receive a \$1,000 equipment grant to be applied towards its football program.
- d) Dairy Alliance. The Titans commit to continuing the following program activations in partnership with the Dairy Alliance:
 - i. NFL Play 60 - the National Football League’s national youth health and wellness campaign that encourages kids to get physically active for at least 60 minutes per day.
 - ii. Fuel Up to Play 60 - a youth and wellness program that empowers students, parents, and educators to work together to build healthier communities.

- iii. Each show will include:
 - 1. TRAC, cheerleaders, MCs, and a DJ
 - 2. Players - current (in season) or alumni (off-season)
 - 3. 30 - 45 minutes of active engagement
 - e) Elementary Athletic Clubs. Although this is not an established area and/or program for MNPS, the Titans will commit to providing resources, strategy planning and/or execution through consultation services to MNPS to amplify the program.
- 3) Promote MNPS Programming
- a) Celebration of Students. The Titans will work collectively with MNPS to provide appropriate event space at Nissan Stadium. In addition, the Titans will cover the following costs to operate the event (estimated not to exceed \$12,000 per year):
 - a. Armed Security
 - b. C&W Cleaning
 - c. EMT
 - d. Event Staff
 - e. Event Supervisor
 - f. Parking Manager
 - b) Complimentary Game Tickets. The Titans will gift an allotted amount of game day tickets to students and staff of MNPS when available.
 - c) Game Day Spotlights. At each home game the Titans will commit to spotlighting a school, educator and/or student on its game day platforms during one or all of the following times of pre-game, post-game and/or halftime.
 - d) Attendance Perks & Promotion. Using Titans resources, the commitment to increasing awareness and celebrating success shall be implemented by creating marketing materials for students to promote the benefits of maintaining a commendable attendance record. In addition, the Titans will commit to providing perks and/or rewards for students with exemplary attendance records and will continue to engage the 'Take a Titan to School' day activation. The Titans will collaborate with MNPS to establish the Governing Committee, which will provide final decision authority for the Fund.
- 4) Literacy Initiatives
- a) MNPS has identified literacy as one of the four outcomes critical to educating students, and the Titans will support MNPS's literacy initiatives in the following ways:

- a. Spelling Bee. The Titans will support this event through sponsorship, promotion, input and planning each year with MNPS and Scripps National Spelling Bee.
- b. Rookies Read. The Titans will engage students through its ‘Rookies Read’ initiative in collaboration with the Governor’s Early Literacy Foundation (GELF). This event is typically held in the summer and will include intentional engagement by utilizing players and other stakeholders to encourage young learners and reduce the negative effects of summer learning loss. The Titans will work MNPS to engage students in the Promising Scholar programs.
- c. Guest Readers. The Titans will collectively work with MNPS to engage students by connecting staff, players, and associates to visit identified schools to read to various classrooms.
- d. Book Donations and/or Drives. The Titans will promote literacy by working with MNPS to help ensure that students have access to relatable books. This will involve book collections, book donations and/or drives of gently used or new books. The Titans will work with MNPS to meet this need at its discretion.

III. Obligations of MNPS

MNPS will be obligated to perform the following responsibilities:

- 1) Partner with the Titans
 - a) MNPS will partner with the Titans to further strengthen their relationship with the Titans. MNPS will work with the Titans to build upon the Titans’ commitment to serve and empower communities and schools across Middle Tennessee.

IV. Public Accountability/Reporting Measures

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and MNPS actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans’ ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a

record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of January 5, 2023, and expire on December 31, 2026 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and MNPS may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or MNPS.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term,

provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.

- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 5th day of January 2023, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 01/06/2023

**METRO NASHVILLE PUBLIC
SCHOOLS**



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DR. ADRIENNE BATTLE
Director
Date: 02/10/2023

COMMUNITY PARTNERSHIP AGREEMENT

TENNESSEE FOOTBALL, INC. & NASHVILLE BUSINESS INCUBATION CENTER Titans 1st and Goal Small Business Assistance Program

This Community Partner Agreement (“Agreement”) is made and executed by and between Tennessee Football, Inc., doing business as the Tennessee Titans (**“the Titans”**) and Nashville Business Incubation Center (**“NBIC”**) (Titans and NBIC each a **“Party”**, and collectively the **“Parties”**), to enter into an agreement based on opportunities to build on existing partnerships and initiatives together in support of the Titans 1st and Goal Small Business Assistance Program (**“Fund”**).

RECITALS

WHEREAS, the Titans commits to strengthening its existing relationship with NBIC through continuing and growing existing partnerships; and

WHEREAS, NBIC will work with the Titans to incorporate its Mighty Oak Pathway incubation program (**“Mighty Oak”**) as a catalyst to the Titans ONE Community platform (**“ONE”**) and referral program in conjunction with the Fund.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this written instrument, Titans and NBIC do hereby agree to execute this Agreement as follows:

I. **Definitions**

“Agreement” has the meaning set forth above.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Community Space” means the 12,000 sq. ft. dedicated nonprofit and educational space to be housed in the New Stadium.

“Fund” means the Titans 1st and Goal Small Business Assistance Program, a dedicated fund established by the Titans through contributions not to exceed a total of \$2,000,000 per year over the next four (4) years, to design and create a small business loan/investment program partnership with Citizens Bank.

“Mighty Oak” means an NBIC program that prepares small business owners to create sustainable, scalable companies.

“NBIC” means Nashville Business Incubation Center an organization committed to cultivating the growth and development of small business owners, with a focus on women, minorities, and veterans, through 360-degree business support, knowledgeable mentors, and a results-driven curriculum.

“ONE” means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the organization’s existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a member club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

- 1) Mighty Oak Pathway Incubation Program
 - a) The Titans will commit to strengthening its existing relationship with NBIC through continuing and growing existing partnerships. The Titans will work with NBIC to incorporate its Mighty Oak Pathway Incubation program as a catalyst to the Titans ONE Community platform and referral program in conjunction with the Fund.
 - b) The Titans will commit to paying a \$15,000 grant/scholarship per participant that it sponsors through the Fund for the Mighty Oak Pathway Incubation program.
- 2) Community Space Programming
 - a) The Titans will consult with NBIC on the community space programming and will continue to identify additional opportunities to work with NBIC and its advocacy programs to amplify the Titans Economic Inclusion Plan, DBE, and workforce development initiatives.

III. Obligations of NBIC

NBIC will be obligated to perform the following responsibilities:

- 1) Partner with the Titans
 - a) NBIC will partner with the Titans to build on existing partnerships and initiatives. NBIC will work with the Titans to build upon the organization’s existing commitment to serve and empower neighborhoods and communities.

2) Mighty Oak Pathway Incubation Program

- a) NBIC will work specifically with the Titans to incorporate its Mighty Oak Pathway Incubation program in the ONE Community platform and referral program.
- b) NBIC will work directly with the Titans Economic Inclusion Program outreach team as well as Citizens Bank to identify firms that qualify for \$15,000 scholarships/grants to receive Management and Technical Assistance (M&TA) services via NBIC's Mighty Oak program.
- c) NBIC will complete an initial new client/participant intake form to determine the appropriate scope of service for each eligible participant.
- d) NBIC will complete the initial assessment and document the action plan and expected deliverables for each grant/scholarship recipient to receive.

3) M&TA Services

- a) NBIC will provide the following M&TA services:
 - a. One-On-One Consulting Services
 - b. Accounting and Financial Management
 - c. Estimating/Bidding and Contract Negotiation
 - d. Bonding Pre-Qualification
 - e. In-House or Outsourced Payroll Processing
 - f. Banking Relationship Assistance – Line of Credit (LOC) and Loan Packaging
 - g. Digital Transformation-Technology in Construction
 - h. Business Development and Strategic Planning
 - i. Project Management

4) Community Partners Workshops

- a) NBIC will provide the following workshops in conjunction with the community partners:
 - a. Insurance and Bonding
 - b. Understanding Contracts
 - c. Estimating and Bidding
 - d. Pay Application Process
 - e. Claims and Dispute Resolution
 - f. Leadership training
 - g. Reporting Requirements

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirement to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature

and cooperative, such that both the Titans and Citizen actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

NBIC will submit a monthly report detailing the following:

- Participant listing providing general demographic information for each firm/company
- Jobs created
- Capital formation: Line of credited secured
- Contracts secured

NBIC will also complete an annual report detailing the following:

- Program Summary
- List of Participants
- Services/Scope of Work for Each Participant
- Accomplishments/Deliverables
- Concerns and/ or Lesson(s) Learned
- Subsequent Steps / Conclusion

V. Term/Termination

1) Term

- a) Unless sooner terminated in accordance with the provisions of this Agreement, the term shall commence as of January 20, 2023, and expire after four (4) years on January 31, 2027 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and NBIC may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or

- ii. The termination, bankruptcy, and/or insolvency of the Titans or NBIC.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 20th day of January 2023, by

TENNESSEE FOOTBALL, INC.


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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 01/20/2023

**NASHVILLE BUSINESS INCUBATION
CENTER**


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ANGELA CRANE JONES
Chief Executive Officer
Date: 01/20/2023

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & PROJECT DESTINED Real Estate & Sports Venue Development Programs

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Project Destined (“**PD**”) (Titans and PD each a “**Party**”, and collectively the “**Parties**”), to enter into an agreement to provide diverse high school students, undergraduate students and select adults with training in financial health, entrepreneurship, and real estate.

RECITALS

WHEREAS, the Titans have committed to sponsoring PD programs starting in the 2023 school year through 2027; and

WHEREAS, where appropriate, PD will incorporate its Real Estate & Sports Venue Development Bridge Program curriculum, which will be directly related to the development of the new Titans stadium.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and PD do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the entire ONE Community program and will comprise two community partners, two education partners and two Titans representatives.

“PD” means Project Destined.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“ONE” means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the organization’s existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Program Cohorts

- a) The Titans commit to sponsoring PD programs starting in the 2023 academic year through 2027. The Titans agree to sponsor five (5) program cohorts in schools and/or communities specifically identified by the Titans across Tennessee. The following have been identified as initial key areas of service:
 - i. Two High Schools –ten (10) student fellows per school
 1. Rutherford County (1) High School
 2. Montgomery County (1) High School
 - ii. Three Colleges and/or Universities – ten (10) fellows per school
 1. Fisk University
 2. Nashville State Community College
 3. Tennessee State University
 - iii. One Adult Program – ten (10) fellows
 1. New Americans Community (Southeast/Antioch)
- b) The Titans and PD agree that potential school partners and timing may be adjusted based on the academic partner.
- c) The Titans will partner with PD to brand and market both ESG and Talent Development Impact to highlight the unique offerings and benefits of the program to the public.

III. Obligations of PD

PD will be obligated to perform the following responsibilities:

1) Sports Venue Real Estate Development Bridge Program

- a) Where appropriate, PD will incorporate its Sports Venue Real Estate Development Bridge Program curriculum, which will be directly related to the development of the New Stadium. The program participants will:
 - i. Earn an additional \$500 scholarship
 - ii. Learn about the fundamentals of sports venue development
 - iii. Explore the fundamentals of sports venue design and construction
 - iv. Learn about building minority and women owned business partnerships
 - v. Learn about various careers in sports venue development

- b) PD will partner with the Titans to brand and market both ESG and Talent Development Impact to highlight the unique offerings and benefits of the program to the public.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and PD actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the entire ONE Community program. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public on the Titans website.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and expire on November 1, 2027 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and PD may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or PD.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 1st day of November 2022, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 11/04/2022

PROJECT DESTINED



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CEDRIC BOBO
Co-Founder
Date: 11/04/2022

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & TENNESSEE KURDISH COMMUNITY COUNCIL Real Estate & Sports Venue Development Programs

This Community Partner Agreement (“Agreement”) is made and executed on this 1st day of November 2022, by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Tennessee Kurdish Community Council (“**TKCC**”) (Titans and TKCC each a “**Party**”, and collectively the “**Parties**”), to enter into an agreement based on opportunities to build on existing partnerships and initiatives together in collaboration with Project Destined.

RECITALS

WHEREAS, the Titans have committed to strengthening its existing relationship with TKCC through continuing and growing existing partnerships; and

WHEREAS, in collaboration with Project Destined, the Titans and TKCC will work together to promote and recruit individuals to participate in its Real Estate & Sports Venue Development Bridge Program, which will be directly related to the development of the new Titans stadium.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this written instrument, Titans and TKCC do hereby agree to execute this Agreement as follows:

I. Definitions

“Agreement” has the meaning set forth above.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Community Space” means the 12,000 sq. ft. dedicated nonprofit and educational space to be housed in the New Stadium.

“New Stadium” means the potential construction of a new enclosed stadium venue located to the east of the existing Nissan Stadium having a seating capacity of approximately 60,000.

“New Stadium Lease Agreement” means the potential new stadium lease executed between the Titans and the Metropolitan Sports Authority with a lease duration of at least 30 years.

“ONE” means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the organization’s existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“TKCC” means Tennessee Kurdish Community Council a local nonprofit agency committed to strengthening the Kurdish community through education, advocacy, and resources.

“Titans” means Tennessee Football, Inc., doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Real Estate & Sports Venue Development Bridge Program

- a) In collaboration with Project Destined, the Titans and TKCC will work together to promote and recruit individuals to participate in its Real Estate & Sports Venue Development Bridge Program, which will be directly related to the development of the new Titans stadium. The program participants will:
 - i. Earn an additional \$500 scholarship
 - ii. Learn about the fundamentals of sports venue development
 - iii. Explore the fundamentals of sports venue design and construction
 - iv. Learn about building minority and women owned business partnerships
 - v. Learn about various careers in sports venue development

2) Community Space Programming

- a) The Titans will consult with TKCC on the community space programming and will continue to identify additional opportunities to work with TKCC and its advocacy programs.

III. Obligations of TKCC

TKCC will be obligated to perform the following responsibilities:

1) Partner with the Titans

- a) TKCC will partner with the Titans to build on existing partnerships and initiatives. TKCC will work with the Titans to build upon the organization’s existing commitment to serve and empower neighborhoods and communities.
- b) TKCC will work specifically with the Titans to promote and recruit individuals to participate in its Real Estate & Sports Venue Development Bridge Program, which will be directly related to the development of the new Titans stadium.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting requirements to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and TKCC actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, the Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of November 1, 2022, and expire on November 1, 2027 (“**Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and TKCC may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or TKCC.

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.

- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED this 1st day of November 2022, by

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 11/04/2022

**TENNESSEE KURDISH COMMUNITY
COUNCIL**

Tabeer Taabur

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TABEER TAABUR
President
Date: 11/01/2022

COMMUNITY PARTNER AGREEMENT

TENNESSEE FOOTBALL, INC. & URBAN LEAGUE OF MIDDLE TN Keep Nashville Home Campaign

This Community Partner Agreement (“Agreement”) is made and executed by and between Tennessee Football, Inc., doing business as the Tennessee Titans (“**Titans**”) and Urban League of Middle Tennessee (“**ULMT**”) (Titans and ULMT each a “**Party**”, and collectively the “**Parties**”), to build on existing partnerships and initiatives together.

RECITALS

WHEREAS, the Titans have committed to strengthening its existing relationship with ULMT through continuing and growing existing partnerships; and

WHEREAS, the Titans and ULMT will continue the Keep Nashville Home campaign in conjunction with Trustee Erica Gilmore and NAACP.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this written instrument, Titans and ULMT do hereby agree to execute this Agreement as follows:

I. **Definitions**

“Agreement” has the meaning set forth above.

“Community Advisory Committee” means the six-member committee responsible to quarterly review the Titans’ progress with respect to the Titans’ ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

“Community Space” means the 12,000 sq. ft. dedicated nonprofit and educational space to be housed in the New Stadium.

“ONE” means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the Titans’ existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a Member Club of the National Football League (“NFL”).

“ULMT” means Urban League of Middle Tennessee, a historic civil rights and urban advocacy organization, providing direct services that impact and improve the lives of thousands in underserved communities across Middle Tennessee.

II. Obligations of the Titans

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

1) Keep Nashville Home Campaign

- a) The Titans commit to strengthening its existing relationship with ULMT through continuing and growing existing partnerships. The Titans and ULMT will continue the Keep Nashville Home campaign in conjunction with Trustee Erica Gilmore and NAACP.
- b) The Titans will work with ULMT to incorporate RED Academy in the ONE program including Titans Economic Inclusion Plan, DBE and workforce development program, and 1st & Goal Small Business Support Program.

2) Community Space Programming

- a) The Titans will consult with ULMT on the community space programming and will continue to identify additional opportunities to work with ULMT and its advocacy programs.

III. Obligations of ULMT

ULMT will be obligated to perform the following responsibilities:

1) Keep Nashville Home Campaign

- a) ULMT will continue the Keep Nashville Home campaign in conjunction with Trustee Erica Gilmore and NAACP. The Keep Nashville Home campaign is for eligible seniors 65 and older who are property owners that have a total household income that does not exceed \$44,510.

2) Partner with the Titans

- a) ULMT will partner with the Titans to build on existing partnerships and initiatives. ULMT will work with the Titans to build upon the organization's existing commitment to serve and empower neighborhoods and communities.
- b) ULMT will monitor the Titans commitment to ensuring and meeting workforce development requirements at 25%.

IV. Accountability, Monitoring & Reporting

The Parties agree to be held to annual public accountability, monitoring and reporting measures to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the

rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Citizen actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Community Advisory Committee will be responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, Office of the Mayor, Metropolitan Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

V. Term/Termination

1) Term

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of February 20, 2023, and expire on December 31, 2027 (“**the Term**”).
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

2) Termination

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
 - i. The Titans and ULMT may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it;
 - ii. The termination, bankruptcy, and/or insolvency of the Titans or ULMT; or
 - iii. The Titans or ULMT fail to cure any default as required by section VI (4).

VI. Miscellaneous

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.

- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default. If said default is not cured after 30 days, the non-defaulting party may terminate the agreement pursuant to section V(2)(a)(iii).
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions. Any legal action related to this Community Partner Agreement will be commenced and maintained in Davidson County, Tennessee.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED

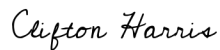
TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 02/21/2023

URBAN LEAGUE OF MIDDLE TN



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CLIFTON HARRIS
President & Chief Executive Officer
Date: 02/22/2023

Non-Binding LETTER OF INTENT

TENNESSEE FOOTBALL, INC. & TENNESSEE STATE UNIVERSITY

This is a non-binding Letter of Intent to outline the parameters of an anticipated partnership agreement between Tennessee Football, Inc. (Titans) and Tennessee State University (TSU).

The Titans plan to enter into an agreement with TSU through the expiration of the current stadium lease arrangement and for the duration of a new lease arrangement reached with respect to the proposed enclosed stadium to be constructed to the east of the current stadium. This partnership will provide support and/or resources for TSU in the areas of athletics, academic mission, students and alumni and university strategic and business operations.

This LOI builds upon the entities' long-standing history and their collective commitment to serve and empower the TSU community.

1. **TSU Athletics/Stadium Events.** Subject to compliance with applicable NFL and NCAA policies and requirements, and subject to the approval of applicable and appropriate State authorities, including, but not limited to, the State Building Commission, the Titans and TSU anticipate that under the partnership agreement, the Titans will commit to the following:
 - a. The Titans will provide organizational support for TSU's legislative efforts with respect to potential on-campus stadium investment.
 - b. TSU and the Titans will work to negotiate and execute a separate or revised lease agreement with respect to the use of the current stadium and the proposed new enclosed stadium, subject to review and approval by applicable State and City, including, but not limited to the State Building Commission, for the benefit of the Titans, TSU, and other public purposes. The parties anticipate the lease will include, but will not be limited to, an extended lease term, reserved dates, stadium usage fee waivers, payments in lieu of dates utilized, enhanced LED signage, a branded locker room, scheduling priority, stadium and event operations assistance, and other matters pertinent to a lease agreement. The Titans and TSU aspire and anticipate the key terms of the lease agreement may include, but not be limited to:
 - i. TSU shall continue to have the right to host its home football games, as provided under its current lease, each year at Nissan Stadium and at the new proposed stadium. For each game hosted, the Titans will cover and waive the stadium usage fees otherwise incurred. Beginning with TSU's 2024 season, for each available date that TSU elects not to host a game (provided sufficient notice is given) at the Stadium, the Titans will contribute at least \$150,000 to TSU for use as appropriate to support its mission.

The Titans will ensure that its proposed new stadium includes an auxiliary locker room appropriate for use by TSU's football team on TSU game days, and other TSU special events. The auxiliary locker room may be used for other stadium events (e.g., NFL games, concerts, soccer games, etc.), but will be TSU branded for all TSU games and events
 - ii. TSU Stadium Takeover. Consistent with expected technological capability in a new stadium, the Titans production team will create and execute

stadium LED signage platforms to create an immersive TSU home stadium environment for TSU home games. In addition, the Titans will display TSU promotional signage on LED rotations during Titans games.

- c. Beginning with TSU's 2023 season, the Titans will commit to serving as annual presenting sponsor of the John Merritt Classic, which sponsorship will include:
 - i. Titans will cover and waive any stadium usage fees otherwise incurred
 - ii. TSU will agree to capture ticket sales information and book all revenue proceeds as an annual gift by the Titans to TSU.
 - iii. The Titans will leverage their internal resources to enhance the TSU game day and fan experience at the stadium. The Titans internal Stadium Operations team will provide expertise related to:
 1. Strategy Execution
 2. Mentorship and Coaching
 3. Fan Engagement
 - iv. The Titans will utilize their business office resources to enhance TSU's marketing, ticketing and premium sales capabilities.
 - v. The Titans will host an annual reception to honor and acknowledge TSU student contributions and academic success. The Titans will provide a minimum of five student scholarships per year during a halftime presentation.
2. **TSU Student Support.** The Titans commit to supporting current students and recent graduates by providing career exposure, mentorship, and hands on experience in the following areas:
 - a. The Titans will commit to creating opportunities for students to participate in internships, job shadowing and career fairs and employment opportunities.
 - b. The Titans will make available senior leadership and other members of the organization to participate in periodic speaking engagements, university publications and/or Q&A sessions on career pathways, professional development, and industry knowledge for careers in the sports industry.
 - c. The Titans will commit to identifying members of senior leadership to serve as adjunct professors or as guest speakers in support of the TSU Sports Management degree program.
 - d. The Titans will recruit and ensure that 25% of each year's slots for the newly established Bud Adams Fellowship Program will be dedicated to current students and/or recent graduates. The Fellowship Program will offer promising sports industry leaders a unique, collaborative, and immersive experience in one or more sports business disciplines.
3. **TSU Branding and Promotion.** The Titans will provide branding and promotional support to amplify the university. Such support will include, but not be limited to:
 - a. **Celebrating TSU.** The Titans will feature and highlight TSU during one Titans game per season. The Titans will work with TSU's staff and students to produce an exhibit containing memorabilia, video content, artifacts, pictures, and historical pieces showcasing the rich history and future of TSU and TSU athletics.
4. **Stadium Fixtures and Equipment.** The Titans will endeavor to donate to TSU fixtures and equipment currently employed at the stadium that will not be utilized or otherwise repurposed in a new stadium. Potential equipment to be donated shall include, but not be limited to, stadium lighting, football practice and training equipment, motorized carts, concession equipment, and groundskeeping equipment.

5. **Non-Binding.** This LOI is non-binding and anticipatory in nature. It reflects the parties good-faith commitment to execute a partnership agreement. The parties will use this LOI to negotiate in good faith a mutually beneficial partnership agreement for the benefit of the TSU community.

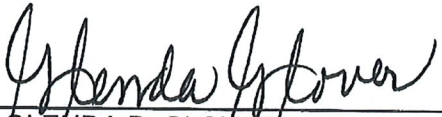
The Titans and Tennessee State University plan to settle on the final terms and enter into a Community Partner Agreement by November 15, 2022.

TENNESSEE FOOTBALL, INC.



ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 2 November 2022

TENNESSEE STATE UNIVERSITY



DR. GLENDA B. GLOVER
President
Date: _____

LETTER OF INTENT

TENNESSEE FOOTBALL, INC. & METRO GOVERNMENT OF NASHVILLE for the benefit of LOOBY COMMUNITY CENTER

This is a Letter of Intent to outline the proposed partnership agreement between Tennessee Football, Inc. (Titans) and Looby Park and Community Center (Looby).

The Titans plan to enter into an agreement with Looby based on extensive feedback and areas of need identified by Metro Parks personnel and key stakeholders to support day-to-day operations and programming for youth and adults utilizing Looby's services.

This LOI builds upon the Titans' commitment to serve and empower neighborhoods and communities. Looby serves as an anchor institution in the North Nashville area having been named after the late former Metro Councilman and civil rights leader Dr. Z. Alexander Looby.

1. **The Titans commit to establishing a "Friends of Looby Center" organization and campaign to support efforts to make capital improvements to the Looby Center facility.**
2. **The Titans commit to strengthening its existing relationship with Looby through active engagement from players and staff. Titans and Looby will work to identify opportunities for players, staff, and leadership to visit the facility, participate in events and support programming at the center.**
3. **The Titans will work to address the following areas of support and/or need relative to Looby's physical space and premises, as identified by Looby:**
 - a. **Updates to current kitchen and cooking space areas**
 - b. **Upgrade Wi-Fi services and/or computer lab access**
 - c. **Enhancements to current Game Room furnishings and décor to create a safe and calming space for youth.**
 - d. **Installation of an outdoor playground area.**
4. **In partnership with Metro Parks, the Titans will offer Girls Flag Football to the North Nashville community and will partner with Looby to promote and implement the program.**
5. **The Titans will continue to identify additional opportunities to engage with Looby and residents through good will and services.**

The Titans and Looby plan to settle on the final terms and agreement by November 1, 2022.

TENNESSEE FOOTBALL, INC.



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ADOLPHO A. BIRCH III
Sr. Vice President & Chief Legal Officer
Date: 10/24/2022

METRO GOVERNMENT OF NASHVILLE
(LOOBY COMMUNITY CENTER)



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MONIQUE ODOM
Director
Date: 10/28/2022