

RESOLUTION NO. 32346

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AMENDED AND RESTATED STADIUM COMPLEX LEASE ("LEASE") WITH THE STADIUM CORPORATION AND HAMILTON COUNTY, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE MANAGEMENT OF THE STADIUM PARCELS IDENTIFIED IN EXHIBIT E OF THE LEASE, WITH THE CONTINUED TERM OF OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2037, WITH THE OPTION TO RENEW FOR ONE ADDITIONAL TERM OF TWENTY (20) YEARS WITH ANNUAL RENT OF TEN DOLLARS (\$10.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor or his designee to enter into an Amended and Restated Stadium Complex Lease ("Lease") with the Stadium Corporation and Hamilton County, in substantially the form attached, for the management of the stadium parcels identified in Exhibit E of the lease, with the continued term of October 1, 2017, through September 30, 2037, with the option to renew for one additional term of twenty (20) years with annual rent of ten dollars (\$10.00).

ADOPTED: December 17, 2024

/mem

**AMENDED AND RESTATED STADIUM
AND PARKING COMPLEX LEASE**

THIS AMENDED AND RESTATED STADIUM AND PARKING LEASE (“Amended and Restated Lease”) is made as of this ____ day of _____, 2024 (the “Effective Date”), by and among THE STADIUM CORPORATION, a Tennessee nonprofit corporation (“Lessee”), the CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation (“City”), and HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (“County”) (City and County are collectively referred to as “Lessors”) and (Lessors and Lessee are collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, Lessors and Lessee executed and entered into that certain Stadium and Parking Complex Agreement dated September 17, 1997 (the “Lease”), under the provisions of which Lessors proposed to develop and construct an outdoor stadium and parking complex on real property owned by Lessors (the “Stadium”), in Chattanooga, Tennessee, as described on **Exhibit “A”**, attached hereto and incorporated by reference (the “Demised Premises”), and that the Lessee would proceed with construction, development, and management of the Stadium for a term of twenty (20) years commencing on October 1, 1997 and ending on September 30, 2017; and

WHEREAS, Lessors and Lessee entered into that certain Addendum to Stadium and Parking Complex Lease dated April 18, 2000 (the “First Addendum”), under the provisions of which Lessors and Lessee agreed to modify the Lease to exclude a portion of the Premises subject to the Lease for the purposes of constructing an expanded Skate Park, currently identified as Tax Map No. 145K-E-001.01; and

WHEREAS, Lessors and Lessee executed and entered into a Second Addendum to Stadium and Parking Complex Lease dated July 10, 2001 (the “Second Addendum”), under the provisions

of which the Lessors and Lessee agreed to modify the Lease to exclude two separate portions of the Demised Premises subject to the Lease for the purposes of selling the parcels, currently identified as Tax Map No. 145K-F-003.01 and Tax Map No. 145K-F-001.02 (the “Sold Properties”); and

WHEREAS, as a condition of the sale of the Sold Properties, Lessee executed Parking Agreements, copies of which are attached as **Exhibit “B”** and **Exhibit “C”**, incorporated by reference; and

WHEREAS, since the execution of the Lease and the First and Second Addendums, Tax Map No.145K-E-001.03 and Tax Map No. 145K-E-001.04 have been subdivided and/or sold to third parties and a stadium and parking lots have been constructed as more fully described by survey of the subdivision of Tax Map No. 145K-E-001 as shown in **Exhibit “D”** attached hereto and incorporated by reference; and

WHEREAS, Lessors and Lessee executed and entered into a First Amendment to Extend Stadium and Parking Complex Lease executed on February 28, 2018, for a term of twenty (20) year beginning on October 1, 2017 (the “First Amendment to Extend Lease”); and

WHEREAS, the Parties desire to amend and restate the Lease in its entirety, together with the First Addendum, Second Addendum and First Amendment to Extend Lease; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
TRANSACTIONAL PROVISION

1.01 This Amended and Restated Lease is a modification and restatement of the Lease and the First Addendum, Second Addendum and First Amendment to Extend Lease. It does not

serve as a termination of the Lease, which remains in effect for the term beginning on October 1, 2017, and ending on September 30, 2037, under the terms of the First Amendment to Extend Lease.

ARTICLE 2
DEMISED PREMISES

2.01 Lessors lease to the Lessee, and the Lessee leases from the Lessors, the Demised Premises, together with the improvements thereon and the appurtenances thereto.

ARTICLE 3
TERM AND MONETARY RENTAL

3.01 This Amended and Restated Lease shall commence on the Effective Date and end on September 30, 2037 (“Initial Term”) unless sooner terminated or renewed in accordance with the provisions hereof.

3.02 Lessors hereby grant Lessee the exclusive right and option to renew or extend this Amended and Restated Lease by notice to Lessors for one (1) additional term of twenty (20) years (“Renewal Term”) at the same rental upon the same terms and conditions as are herein set forth with respect to the Initial Term. Notice of the exercise of such option shall be given to Lessors by Lessee in writing and not less than sixty (60) days prior to the expiration of the Initial Term of this Amended and Restated Lease. Should Lessee fail to give Lessors such written notice within the required period, then Lessors shall, by written notice, inform Lessee that the right of renewal has expired and Lessee shall have thirty (30) days after receipt of said written notice to correct such omission and to renew or extend this Amended and Restated Lease as provided herein.

3.03 Lessee shall, during the term of this Amended and Restated Lease, pay to Lessors the net annual rental of \$10.00 per year with the first annual payment due on the commencement date of this Amended and Restated Lease and subsequent annual payments due on the anniversary

date of the commencement date of this Amended and Restated Lease. The Lessee will pay to the Lessors the rent reserved in this Amended and Restated Lease, and all other sums that may become due or be payable by the Lessee under this Amended and Restated Lease, at the time and in the manner provided in this Amended and Restated Lease. All of such other sums so to be paid may, at the Lessors' option, be deemed to be additional rent to be added to any fixed rent then due or thereafter falling due, and in the event of nonpayment, the Lessors shall have all the rights and remedies provided by this Amended and Restated Lease in the case of the nonpayment of rent or of a breach of condition.

ARTICLE 4
REPRESENTATIONS, COVENANTS, AND WARRANTIES

4.01 Lessee represents, covenants, and warrants that:

(a) Lessee is a not-for-profit corporation duly organized and chartered pursuant to the laws of the State of Tennessee. Lessee is authorized to enter into the transactions contemplated by this Amended and Restated Lease, and to carry out its obligations under Lease.

(b) Lessee has duly authorized the execution and delivery of this Amended and Restated Lease, and the taking of any and all such actions as may be required on the part of Lessee to carry out, given effect to and consummate the transactions contemplated by this Amended and Restated Lease, and no approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Amended and Restated Lease, except as shall have been obtained as of the date hereof.

(c) This Amended and Restated Lease has been duly executed and delivered by Lessee and constitutes the legal, valid, and binding obligation of Lessee enforceable against

Lessee in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought.

(d) The authorization, execution, delivery, and performance by Lessee of this Amended and Restated Lease, and its compliance with the provisions thereof do not violate the Charter or By-Laws of Lessee or constitute a breach of or a default under, any existing law, court order, administrative regulation, other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which Lessee is a party or by which Lessee is bound.

(e) Lessee will honor the commitment of Lessors in the Chattanooga-Hamilton County Stadium Funding Agreement to give to the University of Tennessee at Chattanooga ("UTC") first priority for the scheduling of UTC football games so long as the Stadium shall exist or forty (40) years, whichever is shorter.

4.02 Lessors each do severally represent, covenant, and warrant for themselves as follows:

(a) They have full power and authority to execute and deliver this Amended and Restated Lease and to perform its obligations under this Amended and Restated Lease.

(b) They have duly authorized the execution and delivery of this Amended and Restated Lease, and to taking of any and all such actions as may be required on its part to carry out, given effect to and consummate the transactions contemplated by this Amended and Restated Lease, and no approval or other action by any governmental authority or agency or other person is

required in connection with the execution, delivery, and performance of this Amended and Restated Lease by it except as shall have been obtained as of the date hereof.

(c) This Amended and Restated Lease has been duly executed and delivered by it and constitutes its legal, valid, and binding obligations, enforceable against it, in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights and by the application of the equitable principles if equitable remedies are sought.

(d) The authorization, execution, delivery, and performance by it of this Amended and Restated Lease and its compliance with the provisions thereof do not violate with respect to City its Charter or any ordinances of City, with respect to County any resolutions of County, and with respect to Lessors do not constitute a breach of or a default under, any existing law, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

ARTICLE 5
AD VALOREM TAXES

5.01 In the event Lessee's leasehold interest in the Demised Premises is subject to *ad valorem* taxes, Lessors shall pay or cause to be paid said taxes, provided that Lessors' obligation to pay such taxes shall not operate to benefit any entity other than Lessors.

ARTICLE 6
SURRENDER AT END OF TERM

6.01 Lessee will surrender and deliver the Demised Premises and the Stadium constructed thereon at the end of the term of this Amended and Restated Lease. At the end of the Initial Term (or any renewal term if this Amended and Restated Lease is renewed in accordance

with the provisions hereof), Lessors shall become the owner of the Stadium, and Lessee agrees, as its sole expense, to execute and deliver to Lessors any and all deeds, bill of sales, or other documents necessary to convey fee simple title to the Stadium to Lessors. Upon termination of this Amended and Restated Lease, Lessee shall also deliver to Lessors all leases, lease files, plans, records, registers, and all other papers and documents which may be necessary or appropriate for the operation and management of the Stadium.

ARTICLE 7
ASSIGNMENT

7.01 This Amended and Restated Lease may not be assigned without the prior written consent of Lessors.

ARTICLE 8
SUBLETTING

8.01 The Lessee may from time-to-time sublet the whole Demised Premises or any part thereof, provided that Lessee shall not enter into any sublease which in effect transfers the management of the Demised Premises to another entity without prior written approval of the governing bodies of the City and County.

ARTICLE 9
INSURANCE

9.01 Lessee agrees to pay the aggregate amount necessary to insure or to cause the Stadium to be insured against loss or damage of the kinds usually insured against in the case of facilities similar to the Stadium by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Tennessee in amounts that are not less than the full insurable value of the Stadium, and with such deductible provisions as are customarily included by municipalities and counties similarly situated. The term “full insurable value,” as used herein,

shall mean the actual replacement value. Alternatively, Lessors may insure or cause to be insured such property under a blanket insurance policy or policies which cover not only such property but other properties in the amounts required by the previous sentence. Any insurance policy issued pursuant to this Article shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessors, as their respective interests may appear. Each insurance policy provided for in this Section shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessee or Lessors without first giving written notice thereof to Lessee or Lessors at least ten (10) days in advance of such cancellation. All insurance policies issued pursuant to this Section, or certificates evidencing such policies, shall be deposited with Lessee.

9.02 Lessee agrees to pay the aggregate amount necessary to carry or cause to be carried public liability insurance with respect to the Stadium with one or more reputable insurance companies in such minimum amounts as set forth within T.C.A. Section 29-20-403, as may be amended from time to time. Lessors shall be made additional insureds under such policies. The insurance provided by this Section may be by blanket insurance policy or policies.

9.03 At all times from the date hereof until the end of the term of this Amended and Restated Lease, Lessee shall maintain workers' compensation coverage or cause the same to be maintained to the extent, if any, required by law, and Lessee shall pay the aggregate amount necessary to pay for each such required insurance.

ARTICLE 10
DAMAGE TO OR DESTRUCTION OF THE PREMISES

10.01 In the case of damage to or destruction of the Stadium by fire or other cause, insured or uninsured, Lessee shall restore, repair, replace, or rebuild the Stadium as nearly as may be

possible to the condition, quality, and class the same was immediately prior to such damage or destruction or with such changes or alterations as may be mutually agreed upon between Lessors and Lessee. Such restoration, repairs, replacements, or rebuilding shall be commenced within a reasonable promptness and prosecuted with reasonable diligence taking into account the time required by Lessee to affect its settlement with, and to procure any insurance proceeds from any insurer against such casualty. Lessee shall not be entitled to any abatement of rent nor shall its obligations under this Amended and Restated Lease terminate as the result of any destruction or damage to the Stadium by any cause whatsoever.

ARTICLE 11 **DEFAULTS**

11.01 Each of the following shall be deemed a default by Lessee and a breach of this Amended and Restated Lease:

(a) Lessee's failure to pay any installment of rent or to pay any additional rent, which failure persists after the expiration of thirty (30) days from the date Lessors give written notice to Lessee calling attention to the existence of that failure.

(b) Lessee's failure to observe or perform any of its obligations under the other terms, covenants, or conditions of this Amended and Restated Lease, which failure persists after the expiration of thirty (30) days from the date Lessors give notice to Lessee calling attention to the existence of that failure, but, if the matter that is the subject of the notice is of such a nature that it cannot be reasonably corrected within thirty (30) days, then no default shall be deemed to have occurred if Lessee promptly, upon the receipt of the notice, commences the curing of the default and diligently prosecutes the same to completion.

(c) The adjudication of Lessee in bankruptcy, the taking by Lessee of the benefit of any other insolvency act or procedure, which term includes any form of proceeding for reorganization or arrangement or rearrangement under the Bankruptcy Code as well as an assignment for the benefit of creditors; or the appointment of a receiver for Lessee and such receiver remains undischarged for sixty (60) days.

11.02 Should Lessee default as described in this Article 11, Lessors at any time thereafter may, at their option, give Lessee thirty (30) days' written notice of intention to end the term of this Amended and Restated Lease and thereupon at the expiration of those thirty (30) days the term of this Amended and Restated Lease shall expire as completely as if that date were the date definitely fixed in this Amended and Restated Lease for the expiration of the term and Lessee will then quit and surrender the Demised Premises to Lessors.

11.03 If the notice provided for in Article 15 shall have been given and the term of this Amended and Restated Lease shall expire as described in that Section or if Lessee shall abandon the Demised Premises, or if the Lease shall be taken from Lessee as a result of any execution against Lessee in any proceeding in which the Lessee shall have no appeal or further appeal, then Lessors may without notice reenter the Demised Premises either by force or otherwise and dispossess Lessee by summary proceedings or otherwise, and Lessee or other occupant or occupants of the Demised Premises will remove their effects and hold the Demised Premises as if this Amended and Restated Lease had not been made, and Lessee waives the service of notice of intention to reenter or to institute legal proceedings to that end.

11.04 In case of any default, reentry, expiration, or dispossession by summary proceedings or otherwise, rent shall become due thereupon and be paid up to the time of that

reentry, dispossession, or expiration, together with any expenses that Lessors may incur for legal expenses and attorneys' fees, including those incidents to the recovery of possession, brokerage, and putting the Demised Premises in good order, or for preparing the same for re-rental.

11.05 In the event of a breach or threatened breach by Lessee of any of the covenants or provisions of this Amended and Restated Lease, Lessors shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary dispossession proceedings, or other remedies were not provided in this Amended and Restated Lease. Mention in this Amended and Restated Lease of any particular remedy shall not preclude Lessors from any other remedy, in law or in equity.

11.06 If Lessors shall enter into and repossess the Demised Premises because Lessee defaults in the performance of any of the terms of this Amended and Restated Lease, Lessee will not claim the right to redeem or reenter the Demised Premises or restore the operation of this Amended and Restated Lease, and Lessee waives the right to such redemption and reentrance under any present or future law, and waives the right of any party claiming through or under Lessee to make payment of any sum or sums of rent, or otherwise, of which Lessee shall have made default under any of the covenants of this Amended and Restated Lease, and to claim any subrogation to the rights of Lessee under this Amended and Restated Lease, by reason of that payment.

11.07 Any action taken by Lessors under this Article 11 shall not waive any right that Lessors would otherwise have against Lessee for rent reserved in this Amended and Restated Lease or otherwise, and Lessee shall remain responsible to Lessors for any loss and damage suffered by Lessors by reason of Lessee's default or breach.

11.08 Should Lessee fail to perform any of its obligations under this Amended and Restated Lease within thirty (30) days after the giving of written notice to Lessee, Lessors may perform those obligations and add any such sum or sums paid or expended in that performance to any rent then due or thereafter falling due under this Amended and Restated Lease with like effect as if an original part of that installment, and that sum or sums shall be and become additional rental.

11.09 No receipt of monies by Lessors from the Lessee after the lawful termination or cancellation of this Amended and Restated Lease, shall reinstate, continue or extend the term of this Amended and Restated Lease, or affect any notice theretofore given to the Lessee, or waive Lessors' right to enforce the payment of fixed or additional rent or rents then due, or thereafter falling due, or waive Lessors' right to recover possession of the Demised Premises by proper suit, action, proceeding, or remedy. After the service of notice to terminate or cancel this Amended and Restated Lease, or the commencement of suit, action, or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Demised Premises, Lessors may demand, receive, and collect any monies due, or thereafter falling due, without in any manner affecting the notice, proceeding, suit, action, order, or judgment.

11.10 All the rights and remedies given to Lessors in this Amended and Restated Lease for the recovery of the Demised Premises because of the default by the Lessee in the payment of any sums that may be payable pursuant to the terms of this Amended and Restated Lease, or upon the breach of any of the terms of this Amended and Restated Lease, or the right to reenter and take possession of the Demised Premises upon the happening of any of the defaults or breaches of any of the covenants of this Amended and Restated Lease, or the right to maintain any action for rent or damages and all other rights and remedies allowed at law or in equity, are reserved and conferred

upon Lessors as distinct, separate, and cumulative remedies, and no one of them, whether exercised by Lessors or not, shall be deemed to be in exclusion of any of the others.

ARTICLE 12
REMOVAL OF PARCELS

12.01 The Parties agree to remove the following Tax Map Numbers from this Amended and Restated Lease: 145K-E-001.01, 145K-F-001.02, 145K-F-003.01, 145K-E-001.03, 145K-E-001.04 and 145K-E-001.02, which legal description of the Demised Premises is now described on **Exhibit “E”**, attached hereto and incorporated by reference.

ARTICLE 13
QUIET ENJOYMENT

13.01 Lessee, upon paying the rent and all other charges herein provided for and upon observing and keeping all the covenants, agreements, and provisions of this Amended and Restated Lease on its part to be observed and kept, shall lawfully and quietly, hold, occupy, and enjoy the Demised Premises during the term of this Amended and Restated Lease, without hindrance.

ARTICLE 14
MAINTENANCE AND REPAIRS

14.01 During the term of this Amended and Restated Lease, Lessee shall keep the Stadium in good order and repair, at Lessee’s sole cost and expense, and Lessee shall make all repairs and replacements necessary to maintain the structural integrity of the Stadium and to maintain the Stadium in a condition appropriate for stadiums of similar construction, use, and class.

ARTICLE 15
NOTICES

15.01 All notices to the parties shall be addressed to them at the following addresses:

If to City:	City of Chattanooga 101 E. 11 th Street Chattanooga, TN 37402 Attn: Mayor
With a copy to:	City Attorney 100 E. 11 th Street, Suite 200 Chattanooga, TN 37402
With a copy to:	Real Property Office 101 E. 11 th Street, Suite G-18 Chattanooga, TN 37402
If to the County:	Hamilton County 111 Courthouse Chattanooga, TN 37402 Attn: County Executive
With a copy to:	Mr. Rheubin McGhee Taylor Hamilton County Attorney 111 Hamilton County Courthouse Chattanooga, TN 37402
If to Lessee:	The Stadium Corporation _____ _____ Chattanooga, TN _____
With a copy to:	Kurt Faires Chambliss, Bahner & Stophel 605 Chestnut Street, Suite 1700 Chattanooga, TN 37450

or to such other addresses, of which either of them, as the case may be, shall notify the other in the manner stated in this Article 15 for giving notice. The notice must be given by either registered mail, return receipt requested, or by certified mail, return receipt requested. In the case of the former, the service of the notice shall be deemed complete upon the registration thereof with the postal authorities, and in the case of the latter upon the due mailing thereof. However, if in either case, the notice is mailed from a place outside of the State of Tennessee, service shall not be complete until the notice is received.

ARTICLE 16
COMPLIANCE WITH LAWS

16.01 Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title VI of the 1964 Civil Rights Act as amended.

16.02 Appropriate consideration shall be given to minority participation in all construction contracts including the establishment of minority participation goals which shall be addressed in all bid specifications and shall be included as a factor in adjudging the lowest and best bids. Contracts shall contain the provisions included in the City's standard Addendum to AIA Document A-201 or their equivalent, relative to affirmative action and equal employment opportunity.

ARTICLE 17
NO WAIVER

17.01 The failure of Lessors to insist in any one or more instances, upon a strict performance of any of the covenants of this Amended and Restated Lease, or to exercise any option contained in this Amended and Restated Lease, shall not be construed as a waiver of or relinquishment for the future of the performance of that covenant, or the right to exercise that option, but the same shall continue and remain in full force and effect. The Lessors' receipt of net annual or additional rent, with knowledge of the breach of any covenant of this Amended and Restated Lease, shall not be deemed a waiver of that breach, and no waiver by Lessors of any provision of this Amended and Restated Lease shall be deemed to have been made unless expressed in writing and signed by Lessors.

ARTICLE 18
MISCELLANEOUS

18.01 On a date that an event is being held at the Stadium, employees and invitees of the business(es) to be operated on each Parcel may not enter and park at the Finley Stadium Davenport Field North Parking Lot for two hours before the event begins until the conclusion of the event unless they pay for their parking in the same amount being charged to the general public for the event.

18.02 In the event the City or County discontinue the use of the Demised Premises as a park or offer the permits for lease, then the Lessee shall have the first right of refusal with respect to leasing of the Demised Premises.

18.03 City staff will seek approval for city-led events at the Skate Park, with reasonable notice to the Lessee and confirm no conflicts exist.

18.04 Lessee may wish to use the Skate Park for expanded activation and programming in conjunction with Lessee-contracted events. Likewise, for city-led events, the City may want to use Lessee-facilities for expanded activation and programming. In both cases, with mutual approval and sufficient liability coverages, these arrangements are acceptable to the Parties. During certain Lessee-contracted events, vehicular access may be restricted at the discretion of the Lessee as needed for major events, with reasonable notice being provided to Lessors. Lessee will allow for six (6) parking spaces to be provided to park users free of charge during regular park hours, outside of major events.

18.05 The Skate Park will be operated as a totally separate entity from the Stadium and First Horizon Pavilion, with separate restroom facilities maintained by the City. Hours of

Operation for the Skate Park will be 6:00 a.m. through 12:00 p.m., subject to change at the sole discretion of the City.

18.06 Existing and future agreements with Reagan Outdoor will remain in full force and effect.

18.07 Lessors shall erect a vehicular gate at Reggie White Boulevard that will restrict hours to the park and will erect replacement lights in the parking lot.

18.08 This Amended and Restated Lease contains the entire agreement between the Parties, and any agreement hereafter made shall not operate to change, modify, or discharge this Amended and Restated Lease in whole or in part unless that agreement is in writing and signed by the party sought to be charged with it.

18.09 The Lessee is fully familiar with the physical condition of the Demised Premises, and Lessee takes the Demised Premises in its “**AS IS**” “**WITH ALL FAULTS**” condition.

18.10 The Demised Premises shall be named “W. Max Finley Stadium – Gordon L. Davenport Field,” and this name shall not be changed during the term of this Amended and Restated Lease or any Renewal Term without the prior written consent of all parties hereto.

18.11 This Amended and Restated Lease, including all exhibits hereto, embodies the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated by this Amended and Restated Lease and supersedes all prior agreements, contracts, leases, amendments, addendums, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Lease as of the Effective Date.

THE STADIUM CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____ of **THE STADIUM CORPORATION**, the within named bargainor, a Tennessee nonprofit corporation, and that such person as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such as the _____.

WITNESS my hand and seal, at office in _____, _____, this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared Mayor Tim Kelly, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Mayor of the **CITY OF CHATTANOOGA, TENNESSEE**, the within named bargainor, a Tennessee municipal corporation, and that such person as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such as the Mayor.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

HAMILTON COUNTY, TENNESSEE

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____ of **HAMILTON COUNTY, TENNESSEE**, the within named bargainer, a political subdivision of the State of Tennessee, and that such person as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such as the _____.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Being Tracts A and B, The Stadium Corporation Campaign Subdivision as shown by plat of record in Plat Book 54, Page 179 of the Register's Office of Hamilton County, Tennessee, City of Chattanooga, Hamilton County, Tennessee.

SUBJECT TO easements shown on said plat of record.

Also including parcels identified by State Tax Map Numbers listed below and shown by deeds recorded in the Register's Office of Hamilton County, Tennessee.

<u>State Tax Map Number</u>	<u>Deed Reference</u>
145K-B-006	Book 4751 Page 453
145K-E-001	Book 4760 Page 051
145K-F-001.01	Book 4760 Page 051
145K-E-004	Book 1471 Page 462
145K-F-001 & 002	Book 4748 Page 438
145K-F-003	Book 4916 Page 350 & 354
145K-E-006	Book 1705 Page 077

Together with CSX railroad right-of-way, Deed Book 4780, Page 277, and Norfolk Southern railroad right-of-way (under contract).

20010547

EXHIBIT B



THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
ROSS I SCHRAM III, ESQUIRE
SPEARS, MOORE, REBMAN & WILLIAMS
P. O. BOX 1749
CHATTANOOGA, TN 37401-1749

Instrument: 2001071100185
Book and Page: GI 5923 585
Data Processing F \$2.00
Misc Recording Fe \$50.00
Total Fees: \$52.00
User: BPARKER
Date: 11-JUL-2001
Time: 03:20:50 P
Contact: Pam Hurst, Register
Hamilton County Tennessee

PARKING AGREEMENT

THIS PARKING AGREEMENT is made this 10th day of July, 2001, by and among THE STADIUM CORPORATION, a non-profit corporation organized and existing under the laws of the State of Tennessee, with offices at One Carter Plaza, Chattanooga, TN 37402 acting by and through its agent, Carter Street Corporation ("The Stadium Corporation"), and STADIUM PARTNERS, LLC, a Tennessee limited liability company, with a mailing address of P. O. Box 4051, Chattanooga, TN 37405 ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser has immediately preceding the execution of this Agreement purchased from the City of Chattanooga ("City") and Hamilton County, Tennessee ("County") that certain parcel of land and the existing building and improvements commonly known as the Finley Stadium Utility Building located at 1604 Carter Street, Chattanooga, Tennessee (the "Property"); and

WHEREAS, The Stadium Corporation is the current lessee from the City and the County of the Finley Stadium Davenport Field North Parking Lot (the "Stadium Lot") located adjacent to the Property pursuant to that certain Stadium and Parking Complex Lease dated September 17, 1997, as amended by Addendum dated _____, 2001 and further amended by Second Addendum dated July 10, 2001 (collectively, the "Stadium and Parking Complex Lease"); and

WHEREAS, as a condition precedent to Purchaser purchasing the Property, the City and the County have agreed to provide parking for Purchaser's employees and invitees; and

WHEREAS, The Stadium Corporation and the City and the County have agreed, as an inducement to Purchaser to purchase the Property, to make available to Purchaser twenty (20) parking spaces located adjacent to the Property within the Stadium Lot together with access thereto from Chestnut Street (the "Parking Tract") in accordance with the terms and conditions specified below; and

WHEREAS, the City and the County have agreed to grant to Purchaser an option to purchase the Parking Tract in the event this Agreement terminates as a result of the Stadium Lot being utilized for a purpose other than as a parking lot; and

WHEREAS, Republic Parking Systems, Inc. has agreed to modify its Management Agreement dated October 17, 1997, as amended, with The Stadium Corporation for the parking facilities located within the Stadium Lot including the Parking Tract in accordance with the terms and condition specified below.

NOW, THEREFORE, in consideration of the foregoing, Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which the parties hereby acknowledge, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchaser's Parking Spaces. (a) The Stadium Corporation herewith agrees to provide for the benefit of Purchaser, its successors and assigns as fee owner(s) of the Property, the right, privilege and license for its employees and invitees to use the twenty (20) full-size parking spaces of the Stadium Lot located within the Parking Tract and to access subject spaces from a driveway located adjacent to the Property for so long as the Stadium Lot is being utilized by the owners thereof as a parking lot. These twenty (20) parking spaces shall be the closest spaces located adjacent to the Property as shown on the drawing of the Property and the Parking Tract attached as Exhibit A hereto.

(b) All of the spaces provided to Purchaser under this Agreement shall be "nested" in the Stadium Lot, so that the area for Purchaser's employees and invitees to park is contiguous to the Property. The exact area to be reserved for Purchaser is cross-hatched on Exhibit A attached hereto and made a part hereof. The Stadium Corporation shall provide signage and markings at this location to facilitate "nesting" and identify the area to be used for Purchaser's employees and invitees.

(c) At such time as traffic control barriers and/or devices are installed in the Stadium Lot such that access to the Parking Tract is restricted, The Stadium Corporation shall furnish to Purchaser sufficient monthly parking decals or cards, as the case may be, necessary to obtain access to the Stadium Lot and/or to the Parking Tract, as applicable. Purchaser shall distribute such monthly parking decals or cards to its employees. Invitees of Purchaser who utilize parking spaces within the Parking Tract shall have their parking tickets validated by Purchaser to enable them to exit the Stadium Lot and/or to the Parking Tract, as applicable, without payment of a parking charge.

(d) Notwithstanding the foregoing, during the period extending from two (2) hours prior to the commencement of an event at Finley Stadium through the conclusion thereof, all vehicles entering the Stadium Lot and/or to the Parking Tract, as applicable, including those of the employees and invitees of Purchaser shall be subject to payment of the parking fee charged to the general public for the event by Republic Parking Systems, Inc. or its successor as manager of the Stadium Lot pursuant to a management agreement therefor with The Stadium Corporation. However, any vehicles parked within the Parking Tract earlier than two (2) hours prior to the commencement of the event shall be entitled to remain in those parking spaces during the duration of the event without being subject to payment of any parking fee.

2. Rental Rates. Purchaser and its successors or assigns as fee owner(s) of the Property shall not be obligated to pay any rent to The Stadium Corporation or to the owners of the Stadium Lot for any of the twenty (20) parking spaces within the Parking Tract utilized by Purchaser. There shall be no charge to Purchaser for taxes, utilities, maintenance, insurance, etc., all of which costs are the sole responsibility of The Stadium Corporation and/or the owners of the Stadium Lot.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue for so long as the Stadium Lot is being utilized by the owners thereof as a parking lot.

4. Security. The Stadium Corporation shall maintain the Stadium Lot in a clean, neat and orderly condition and shall keep the Stadium Lot lighted as provided in Section 6 below, but it shall not be obligated to provide security personnel to patrol the Stadium Lot.

5. Use of Spaces. All of the twenty (20) parking spaces within the Parking Tract demised under this Agreement shall be available to Purchaser twenty-four (24) hours per day without charge, except during the periods of events occurring at Finley Stadium as set forth in Section 1(d) hereof.

6. Maintenance/Repairs. The Stadium Corporation represents and warrants that the Stadium Lot is improved to meet all City building codes and ordinances, is paved and striped and lighted to provide an average of one (1) foot-candle illumination throughout the Stadium Lot. Throughout the term of this Agreement, The Stadium Corporation shall maintain the Stadium Lot in a "first-class" manner and in compliance with all applicable laws and ordinances. During any time period(s) when capital repairs and/or maintenance are being completed to such an extent as to disrupt normal parking operations in the Parking Tract, The Stadium Corporation shall give Purchaser at least sixty (60) days prior notice of any such activity, including the number of parking spaces affected. In any such event, The Stadium Corporation agrees that it shall make available to Purchaser alternative parking spaces comparable to those affected during the pendency of such repairs, at no cost to Purchaser.

7. Operational Costs. Purchaser shall have no obligation or liability for any costs or expenses whatsoever arising out of or in connection with the Stadium Lot or the operation of the parking facilities thereon. Any personnel employed in connection with the operation of the parking facilities at the Stadium Lot shall be employees of the owners of the Stadium Lot and/or The Stadium Corporation or The Stadium Corporation's agents and contractors. The Stadium Corporation shall include all such employees under its "Employee On-The-Job Injury Program" at its sole cost and expense.

8. Casualty/Condemnation. In the event that Purchaser is unable to use the Parking Tract because of damage to the same as a result of fire or other casualty or because of a governmental condemnation (in either case resulting in a prolonged inability to use the Parking Tract) then The Stadium Corporation agrees to use its best efforts to obtain replacement parking spaces for Purchaser reasonably proximate to the Property, at no cost or expense to Purchaser.

9. The Stadium Corporation's Representation. The Stadium Corporation hereby represents to Purchaser that the twenty (20) parking spaces and access drive within the Parking Tract allocated by it to Purchaser pursuant to this Agreement are available and will continue to be available to Purchaser during the term of this Agreement. The Stadium Corporation further represents that it leases the Stadium Lot from the City and the County, that no other parties have any prior rights thereto and that no other parties will be given any rights in contravention to Purchaser's rights hereunder.

10. Indemnification. Purchaser hereby agrees to defend, indemnify and hold harmless The Stadium Corporation, its officers, directors, and employees, against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorney's fees, arising out of or relating to, directly or indirectly, the use and occupancy by its employees and/or invitees of parking spaces within the Parking Tract under this Agreement. The Stadium Corporation hereby agrees to defend, indemnify and hold harmless Purchaser, its officers, directors, and employees, from and against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorney's fees, arising out of or relating to, directly or indirectly, its management of the Stadium Lot and the performance of its obligations under this Agreement.

11. Notices. No notices, demands, requests or any communications which may be required to be given, served or sent by any party to the other shall be valid unless sent (a) by certified or registered mail with postage prepaid, return receipt requested or (b) by personal delivery, and such notice is received or refused to be received by the party(ies) to whom it was sent. Such notices shall be given at the addresses specified in the introductory paragraph of this Parking Agreement.

with a copy to:

Real Property Manager
Hamilton County Government
4th Floor Mayfield Annex
123 E. Seventh Street
Chattanooga, TN 37402

12. Option to Purchase. In the event the owners of the Stadium Lot or The Stadium Corporation elects to discontinue use of the Stadium Lot as a parking lot, said owners and/or The Stadium Corporation shall give written notice of said pending use change to Purchaser or the then owner of the Property together with the price at which the owners of the Stadium Lot are willing to sell the Parking Tract. The owner of the Property shall have thirty (30) days to respond to said notice by indicating (i) whether Purchaser desires to acquire the Parking Tract and (ii) whether the proposed purchase price is acceptable. If the owner of the Property elects to purchase the Parking Tract for the price offered, then the parties shall proceed to close the conveyance with the costs and expenses of the closing being paid by the owner of the Property. In the event the owner of the Property elects to purchase the Parking Tract but does not accept the purchase price proposed by the owners of the Stadium Lot, then the fair market value purchase price for the Parking Tract shall be established by the majority vote of three (3) M.A.I. appraisers, one of whom shall be chosen by the owner of the Property, one of whom shall be chosen by the owners of the Stadium Lot and the third to be selected by the designated appraisers. If either party shall fail to select an appraiser within ten (10) days following notice from the other party, the party giving such notice may choose an appraiser on behalf of the other party. Each party shall be responsible for the cost of the appraiser selected by (or for) it and one-half (1/2) of the cost of the third appraiser. In the event the owner of the Property does not elect to acquire the Parking Tract as aforesaid, then such option to purchase and all future rights in the Parking Tract shall terminate and be of no further force and effect.

13. General:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(b) Any headings in this Agreement are inserted only as a matter of convenience and reference and are not to be given any effect whatsoever in construing this Agreement.

(c) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Agreement constitutes the complete and final agreement between the parties hereto and supersedes all prior agreements, whether written or oral. This Agreement shall be modified or amended only by an instrument in writing and signed by the parties hereto.

(e) If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

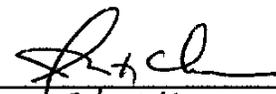
(f) The rights and remedies of the parties under this Agreement or under any section, subsection or clause hereof, shall be cumulative and in addition to any and all other rights or remedies which the parties have or may have elsewhere under this Agreement or at law or equity, whether or not so expressly stated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE STADIUM CORPORATION
By: Carter Street Corporation, Agent

By: 
Its: Chairman Exec. Dir.
Date: 7-9-01

STADIUM PARTNERS, LLC

By: 
Its: Chief Manager
Date: 07/05/01

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

The undersigned, a Notary Public, does hereby certify that Tim Riddle, whose name as ~~Chairman~~ of Carter Street Corporation, acting in the capacity as Agent for The Stadium Corporation, is signed to the foregoing Parking Agreement, and known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Parking Agreement, he, in his capacity as such official of Carter Street Corporation, acting in the capacity as Agent for The Stadium Corporation, and with full authority, executed and delivered the same voluntarily and as the act of Carter Street Corporation, acting in the capacity as Agent for The Stadium Corporation, on the day the same bears date.

Given under my hand and seal of office, this 9th day of July, 2001.

Mary G. Wright
Notary Public

My Commission Expires: 12/19/01

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

Before me, Ross I. Schwan III, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. CLARK, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person herein described) and who, upon oath, acknowledged himself to be the CHIEF MANAGER of Stadium Partners, LLC, the within-named limited liability company, and that he as such CHIEF MANAGER, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CHIEF MANAGER.

WITNESS my hand and official seal at office in Chattanooga, Tennessee, this 5 day of July, 2001.

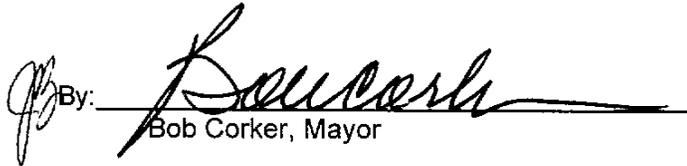
Ross I. Schwan III
NOTARY PUBLIC

My Commission Expires: June 8, 2004

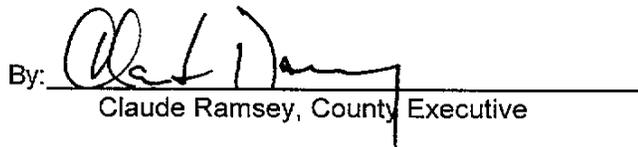
CONSENT AND JOINDER

The undersigned as the fee owners of the Stadium Lot do hereby consent to, approve and acknowledge the Option to Purchase the Parking Tract granted to the owner of the Property in accordance with the provisions of Section 12 of this Agreement and further agree that in the event of a change of use of the Stadium Lot from a parking lot, they will convey the Parking Tract to the owner of the Property pursuant to Section 12 following notice of election to exercise the Option to Purchase.

CITY OF CHATTANOOGA, TENNESSEE

By: 
Bob Corker, Mayor

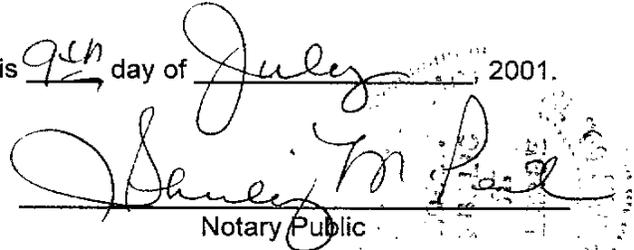
COUNTY OF HAMILTON, TENNESSEE

By: 
Claude Ramsey, County Executive

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

The undersigned, a Notary Public, does hereby certify that the Honorable Bob Corker, whose name as Mayor of the City of Chattanooga, Tennessee, is signed to the foregoing Parking Agreement, and who is known to and known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Parking Agreement, he, in his capacity as such official of the City of Chattanooga, Tennessee, and with full authority, executed and delivered the same voluntarily and as the act of the City of Chattanooga, Tennessee on the day the same bears date.

Given under my hand and seal of office, this 9th day of July, 2001.


Notary Public

My Commission Expires: 2/05/02

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

The undersigned, a Notary Public, does hereby certify that the Honorable Claude Ramsey whose name as County Executive of the County of Hamilton, Tennessee, is signed to the foregoing Parking Agreement, and who is known to, and known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Parking Agreement, he, in his capacity as such official of the County of Hamilton, Tennessee, and with full authority, executed and delivered the same voluntarily and as the act of the County of Hamilton, Tennessee, on the day the same bears date.

Given under my hand and seal of office, this 9 day of July, 2001.

Linda J. Maples
Notary Public

My Commission Expires: 11/7/04

Exhibit A

[Drawing of Property with Parking Tract
identified thereon with 20 parking spaces and access drive]

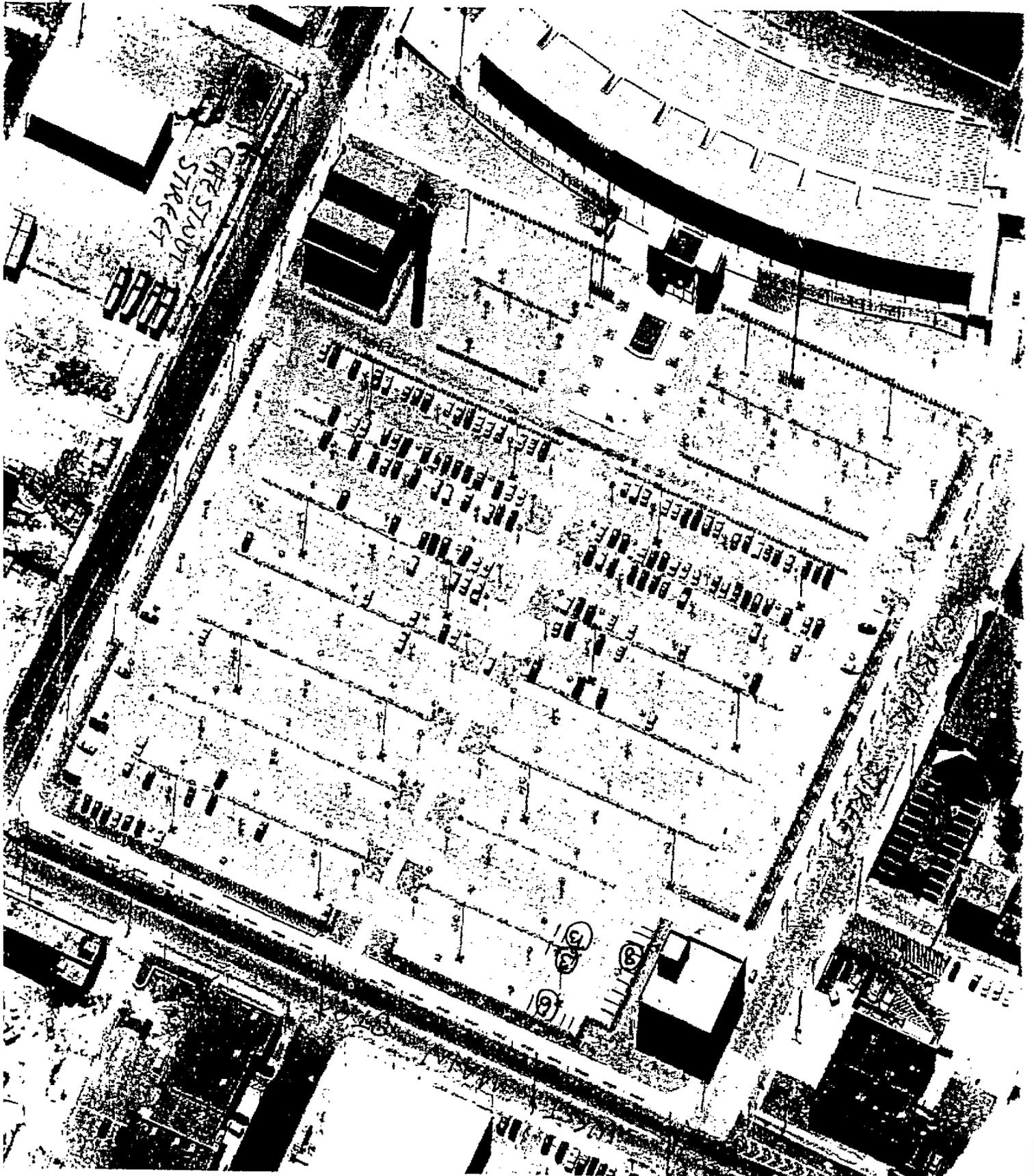


EXHIBIT A

EXHIBIT C

Instrument: 2002012400340
 Book Endc Page No GE 6127 204 \$2.00
 Misc Recording Fe \$55.00
 Total Fees: \$57.00
 User: KLYNN
 Date: 24-JAN-2002
 Time: 03:46:42 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

*file Prepared by
 Grant, Konvalinka + Harrison
 633 Chestnut St.
 Chattanooga, TN 37450*

PARKING AGREEMENT

THIS PARKING AGREEMENT is made this 18th day of January, 2002, by and among THE STADIUM CORPORATION, a non-profit corporation organized and existing under the laws of the State of Tennessee, with offices at One Carter Plaza, Chattanooga, TN 37402 acting by and through its agent, Carter Street Corporation ("The Stadium Corporation"), and THE POWERHOUSE GROUP PARTNERSHIP, a Tennessee limited partnership, with offices at 1317 Chestnut Street, Chattanooga, TN 37402 ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser has immediately preceding the execution of this Agreement purchased from the City of Chattanooga ("City") and Hamilton County, Tennessee ("County") that certain parcel of land and the existing building and improvements commonly known as the Chattanooga Plow Power House Building located at 1765 Chestnut Street, Chattanooga, Tennessee (the "Property"); and

WHEREAS, The Stadium Corporation is the current lessee from the City and the County of the Finley Stadium Davenport Field North Parking Lot (the "Stadium Lot") located adjacent to the Property pursuant to that certain Stadium and Parking Complex Lease dated September 17, 1997, as amended by Addendum dated _____, 2001 and further amended by Second Addendum dated July 10, 2001 and recorded in Book 5923, Page 547, in the Register's Office of Hamilton County, Tennessee (collectively, the "Stadium and Parking Complex Lease"); and

WHEREAS, as a condition precedent to Purchaser purchasing the Property, the City and the County have agreed to provide parking for Purchaser's employees and invitees; and

WHEREAS, The Stadium Corporation and the City and the County have agreed, as an inducement to Purchaser to purchase the Property, to make available to Purchaser twenty (20) parking spaces located adjacent to the Property within the Stadium Lot together with access thereto from Carter Street (the "Parking Tract") in accordance with the terms and conditions specified below; and

WHEREAS, the City and the County have agreed to grant to Purchaser an option to purchase the Parking Tract in the event this Agreement terminates as a result of the Stadium Lot being utilized for a purpose other than as a parking lot; and

WHEREAS, Republic Parking Systems, Inc. has agreed to modify its Management Agreement dated October 17, 1997, as amended, with The Stadium Corporation for the parking facilities located within the Stadium Lot including the Parking Tract in accordance with the terms and condition specified below.

NOW, THEREFORE, in consideration of the foregoing, Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which the parties hereby acknowledge, the parties hereto, intending to be legally bound, hereby agree as follows:

24123

1. Purchaser's Parking Spaces. (a) The Stadium Corporation herewith agrees to provide for the benefit of Purchaser, its successors and assigns as fee owner(s) of the Property, the right, privilege and license for its employees and invitees to use the twenty (20) full-size parking spaces of the Stadium Lot located within the Parking Tract and to access subject spaces from a driveway located adjacent to the Property for so long as the Stadium Lot is being utilized by the owners thereof as a parking lot. These twenty (20) parking spaces shall be the closest spaces located adjacent to the Property as shown on the drawing of the Property and the Parking Tract attached as Exhibit A hereto.

(b) All of the spaces provided to Purchaser under this Agreement shall be "nested" in the Stadium Lot, so that the area for Purchaser's employees and invitees to park is contiguous to the Property. The exact area to be reserved for Purchaser is cross-hatched on Exhibit A attached hereto and made a part hereof. The Stadium Corporation shall provide signage and markings at this location to facilitate "nesting" and identify the area to be used for Purchaser's employees and invitees.

(c) At such time as traffic control barriers and/or devices are installed in the Stadium Lot such that access to the Parking Tract is restricted, The Stadium Corporation shall furnish to Purchaser sufficient monthly parking decals or cards, as the case may be, necessary to obtain access to the Stadium Lot and/or to the Parking Tract, as applicable. Purchaser shall distribute such monthly parking decals or cards to its employees. Invitees of Purchaser who utilize parking spaces within the Parking Tract shall have their parking tickets validated by Purchaser to enable them to exit the Stadium Lot and/or to the Parking Tract, as applicable, without payment of a parking charge.

(d) Notwithstanding the foregoing, during the period extending from two (2) hours prior to the commencement of an event at Finley Stadium through the conclusion thereof, all vehicles entering the Stadium Lot and/or to the Parking Tract, as applicable, including those of the employees and invitees of Purchaser shall be subject to payment of the parking fee charged to the general public for the event by Republic Parking Systems, Inc. or its successor as manager of the Stadium Lot pursuant to a management agreement therefor with The Stadium Corporation. However, any vehicles parked within the Parking Tract earlier than two (2) hours prior to the commencement of the event shall be entitled to remain in those parking spaces during the duration of the event without being subject to payment of any parking fee.

2. Rental Rates. Purchaser and its successors or assigns as fee owner(s) of the Property shall not be obligated to pay any rent to The Stadium Corporation or to the owners of the Stadium Lot for any of the twenty (20) parking spaces within the Parking Tract utilized by Purchaser. There shall be no charge to Purchaser for taxes, utilities, maintenance, insurance, etc., all of which costs are the sole responsibility of The Stadium Corporation and/or the owners of the Stadium Lot.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue for so long as the Stadium Lot is being utilized by the owners thereof as a parking lot.

4. Security. The Stadium Corporation shall maintain the Stadium Lot in a clean, neat and orderly condition and shall keep the Stadium Lot lighted as provided in Section 6 below, but it shall not be obligated to provide security personnel to patrol the Stadium Lot.

5. Use of Spaces. All of the twenty (20) parking spaces within the Parking Tract demised under this Agreement shall be available to Purchaser twenty-four (24) hours per day without charge, except during the periods of events occurring at Finley Stadium as set forth in Section 1(d) hereof.

6. Maintenance/Repairs. The Stadium Corporation represents and warrants that the Stadium Lot is improved to meet all City building codes and ordinances, is paved and striped and lighted to provide an average of one (1) foot-candle illumination throughout the Stadium Lot. Throughout the term of this Agreement, The Stadium Corporation shall maintain the Stadium Lot in a "first-class" manner and in compliance with all applicable laws and ordinances. During any time period(s) when capital repairs and/or maintenance are being completed to such an extent as to disrupt normal parking operations in the Parking Tract, The Stadium Corporation shall give Purchaser at least sixty (60) days prior notice of any such activity, including the number of parking spaces affected. In any such event, The Stadium Corporation agrees that it shall make available to Purchaser alternative parking spaces comparable to those affected during the pendency of such repairs, at no cost to Purchaser.

7. Operational Costs. Purchaser shall have no obligation or liability for any costs or expenses whatsoever arising out of or in connection with the Stadium Lot or the operation of the parking facilities thereon. Any personnel employed in connection with the operation of the parking facilities at the Stadium Lot shall be employees of the owners of the Stadium Lot and/or The Stadium Corporation or The Stadium Corporation's agents and contractors. The Stadium Corporation shall include all such employees under its "Employee On-The-Job Injury Program" at its sole cost and expense.

8. Casualty/Condemnation. In the event that Purchaser is unable to use the Parking Tract because of damage to the same as a result of fire or other casualty or because of a governmental condemnation (in either case resulting in a prolonged inability to use the Parking Tract) then The Stadium Corporation agrees to use its best efforts to obtain replacement parking spaces for Purchaser reasonably proximate to the Property, at no cost or expense to Purchaser.

9. The Stadium Corporation's Representation. The Stadium Corporation hereby represents to Purchaser that the twenty (20) parking spaces and access drive within the Parking Tract allocated by it to Purchaser pursuant to this Agreement are available and will continue to be available to Purchaser during the term of this Agreement. The Stadium Corporation further represents that it leases the Stadium Lot from the City and the County, that no other parties have any prior rights thereto and that no other parties will be given any rights in contravention to Purchaser's rights hereunder.

10. Indemnification. Purchaser hereby agrees to defend, indemnify and hold harmless The Stadium Corporation, its officers, directors, and employees, against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorney's fees, arising out of or relating to, directly or indirectly, the use and occupancy by its employees and/or invitees of parking spaces within the Parking Tract under this Agreement. The Stadium Corporation hereby agrees to defend, indemnify and hold harmless Purchaser, its officers, directors, and employees, from and against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorney's fees, arising out of or relating to, directly or indirectly, its management of the Stadium Lot and the performance of its obligations under this Agreement.

11. Notices. No notices, demands, requests or any communications which may be required to be given, served or sent by any party to the other shall be valid unless sent (a) by certified or registered mail with postage prepaid, return receipt requested or (b) by personal delivery, and such notice is received or refused to be received by the party(ies) to whom it was sent. Such notices shall be given at the addresses specified in the introductory paragraph of this Parking Agreement.

with a copy to:

Real Property Manager
Hamilton County Government
4th Floor Mayfield Annex
123 E. Seventh Street
Chattanooga, TN 37402

12. Option to Purchase. In the event the owners of the Stadium Lot or The Stadium Corporation elects to discontinue use of the Stadium Lot as a parking lot, said owners and/or The Stadium Corporation shall give written notice of said pending use change to Purchaser or the then owner of the Property together with the price at which the owners of the Stadium Lot are willing to sell the Parking Tract. The owner of the Property shall have thirty (30) days to respond to said notice by indicating (i) whether Purchaser desires to acquire the Parking Tract and (ii) whether the proposed purchase price is acceptable. If the owner of the Property elects to purchase the Parking Tract for the price offered, then the parties shall proceed to close the conveyance with the costs and expenses of the closing being paid by the owner of the Property. In the event the owner of the Property elects to purchase the Parking Tract but does not accept the purchase price proposed by the owners of the Stadium Lot, then the fair market value purchase price for the Parking Tract shall be established by the majority vote of three (3) M.A.I. appraisers, one of whom shall be chosen by the owner of the Property, one of whom shall be chosen by the owners of the Stadium Lot and the third to be selected by the designated appraisers. If either party shall fail to select an appraiser within ten (10) days following notice from the other party, the party giving such notice may choose an appraiser on behalf of the other party. Each party shall be responsible for the cost of the appraiser selected by (or for) it and one-half (1/2) of the cost of the third appraiser. In the event the owner of the Property does not elect to acquire the Parking Tract as aforesaid, then such option to purchase and all future rights in the Parking Tract shall terminate and be of no further force and effect.

13. General:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(b) Any headings in this Agreement are inserted only as a matter of convenience and reference and are not to be given any effect whatsoever in construing this Agreement.

(c) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Agreement constitutes the complete and final agreement between the parties hereto and supersedes all prior agreements, whether written or oral. This Agreement shall be modified or amended only by an instrument in writing and signed by the parties hereto.

(e) If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) The rights and remedies of the parties under this Agreement or under any section, subsection or clause hereof, shall be cumulative and in addition to any and all other rights or remedies which the parties have or may have elsewhere under this Agreement or at law or equity, whether or not so expressly stated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE STADIUM CORPORATION

By: Carter Street Corporation, Agent

By: 
Its: Chairman

~~THE POWERHOUSE GROUP PARTNERSHIP~~

By: _____
C. Robert Fowler, Managing General Partner

By: _____
Terry Barker, General Partner

By: _____
Scott Wright, General Partner

(d) This Agreement constitutes the complete and final agreement between the parties hereto and supersedes all prior agreements, whether written or oral. This Agreement shall be modified or amended only by an instrument in writing and signed by the parties hereto.

(e) If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

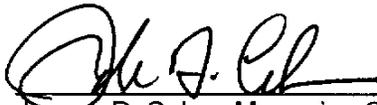
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE STADIUM CORPORATION
By: Carter Street Corporation, Agent

By: _____
Its: Chairman

THE POWERHOUSE GROUP PARTNERSHIP

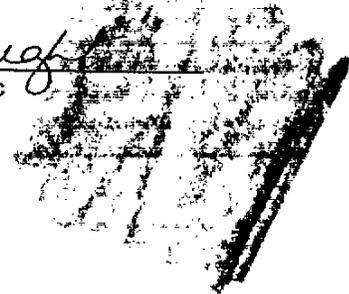
By:  _____
Joseph D. Coker, Managing General Partner

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

The undersigned, a Notary Public, does hereby certify that Jim Hudson, whose name as Chairman of Carter Street Corporation, acting in the capacity as Agent for The Stadium Corporation, is signed to the foregoing Parking Agreement and known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Parking Agreement, he, in his capacity as such official of Carter Street Corporation, acting in the capacity as Agent for The Stadium Corporation, and with full authority, executed and delivered the same voluntarily and as the act of Carter Street Corporation, acting in the capacity as Agent for The Stadium Corporation, on the day the same bears date.

Given under my hand and seal of office, this 18th day of Dec., 2001.

Mary R. Whig
Notary Public



My Commission Expires: 10/23/05

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

Before me, John F. Anderson, a Notary Public in and for the State and County aforesaid, personally appeared Joseph D. Coker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person herein described) and who, upon oath, acknowledged himself to be the Managing General Partner of The Powerhouse Group Partnership, the within-named corporation, and that he as such Managing General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Managing General Partner.

WITNESS my hand and official seal at office in Chattanooga, Tennessee, this 8 day of January, 2002.

John F. Anderson
NOTARY PUBLIC

My Commission Expires 5/2/2002

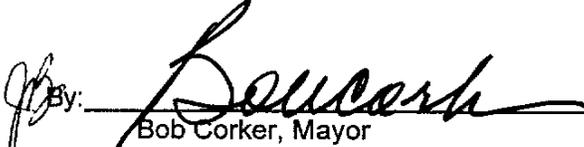


THIS DOCUMENT CONTAINS NO PAGE 8 - DELETED PRIOR TO EXECUTION

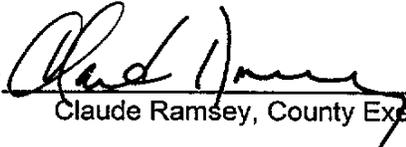
CONSENT AND JOINDER

The undersigned as the fee owners of the Stadium Lot do hereby consent to, approve and acknowledge the Option to Purchase the Parking Tract granted to the owner of the Property in accordance with the provisions of Section 12 of this Agreement and further agree that in the event of a change of use of the Stadium Lot from a parking lot, they will convey the Parking Tract to the owner of the Property pursuant to Section 12 following notice of election to exercise the Option to Purchase.

CITY OF CHATTANOOGA, TENNESSEE

By: 
Bob Corker, Mayor

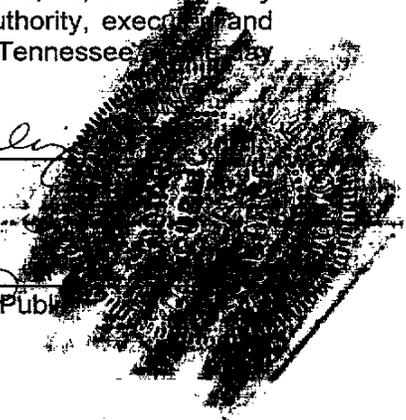
COUNTY OF HAMILTON, TENNESSEE

By: 
Claude Ramsey, County Executive

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

The undersigned, a Notary Public, does hereby certify that the Honorable Bob Corker, whose name as Mayor of the City of Chattanooga, Tennessee, is signed to the foregoing Parking Agreement, and who is known to and known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Parking Agreement, he, in his capacity as such official of the City of Chattanooga, Tennessee, and with full authority, executed and delivered the same voluntarily and as the act of the City of Chattanooga, Tennessee, and the same bears date.

Given under my hand and seal of office, this 9th day of July


Notary Public 

My Commission Expires: 2/05/02

STATE OF TENNESSEE *
*
COUNTY OF HAMILTON *

The undersigned, a Notary Public, does hereby certify that the Honorable Claude Ramsey whose name as County Executive of the County of Hamilton, Tennessee, is signed to the foregoing Parking Agreement, and who is known to, and known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Parking Agreement, he, in his capacity as such official of the County of Hamilton, Tennessee, and with full authority, executed and delivered the same voluntarily and as the act of the County of Hamilton, Tennessee, on the day the same bears date.

Given under my hand and seal of office, this 9 day of July, 2001.

Linda J. Martin
Notary Public

My Commission Expires: 11/7/04

EXHIBIT A

Book and Page 61 6127

214

Book and Page

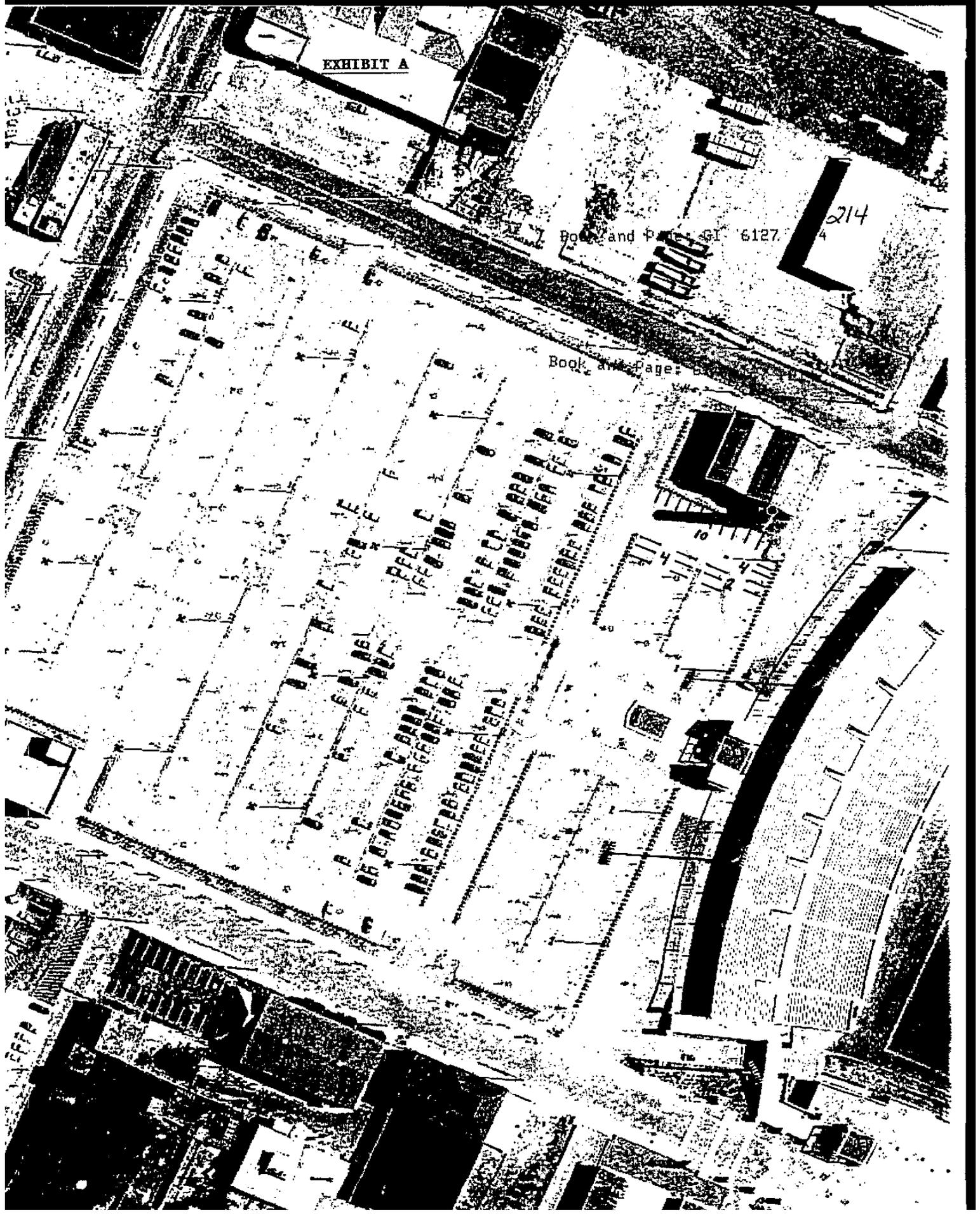
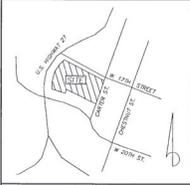


EXHIBIT D



Owner's Certification

I, the undersigned owner/s of the property shown herein, do hereby verify this plat and certify that I/we are/s are the owner/s in fee simple.

D. M. Gagnier
 Hamilton County
 Courthouse
 Chattanooga, Tennessee 37402
 Phone: 423-259-6500

R. H. P.
 City of Chattanooga
 City Hall
 Chattanooga, Tennessee 37402
 Phone: 423-757-5552

Surveyor's Certification

I certify that I have surveyed the property shown herein, that the survey is correct to the best of my knowledge and belief, and that the ratio of precision of the unadjusted survey exceeds 1/10,000. This is a Category "1" Survey.

David Mathews PL59747



Instrument: 2011091400174
 RECORDING PAGE: 423
 RECORDER FEE: \$1.00
 DATE: 04/20/11
 CITY: CHATTANOOGA
 COUNTY: HAMILTON
 COUNTY: HAMILTON
 COUNTY: HAMILTON

RECORDED PLAT DOES NOT
 TRANSFER PROPERTY
 OWNERSHIP
 OFFICIAL SEAL OF HAMILTON COUNTY

APPROVED FOR RECORDING
 HAMILTON COUNTY GIS DEPT
 DATE: 4/20/11
 BY: [Signature]
 AUTHORITY:
 DATE: 4/20/11
 CHATTANOOGA COUNTY REGIONAL
 PLANNING COMMISSION
 DATE: 4/20/11
 BY: [Signature]

GENERAL NOTES

1. Zoned: M-1
2. Acres subdivided: 9.08 Acres
3. This plat subdivides deed: 4760-51
4. Local government does not certify that utilities or utility connection are available.
5. This subdivision has been developed according to the design standards of the City of Chattanooga Subdivision Regulations.
6. All underground utility standards and service lines to be a minimum depth of 24 inches when located within 10 feet of property corners.
7. Tax Map No. 145 K-2-1
8. Public sanitary sewers are available by gravity flow for lots 1, 3, 4 and 5. Lot 2 are serviced by private sewer connection.
9. City Ordinance 16-99-2 entitled "Storm Water Run-Off and Erosion Control" shall apply to any discharge of water from this Subdivision of Property.
10. All easements are from Plans Set unless otherwise noted.
11. No fire material can be placed in a constructed drainage facility approved by The City Engineer.
12. The City of Chattanooga is not responsible to construct or maintain the 20' ingress-egress easement or to provide desired utilities of lot 2 or sold.
13. Lot owners are responsible to provide all desired utilities and services to an existing public road.
14. All interior lot lines of South Chattanooga Land Co. addition, plat book 4, page 41 are abandoned by this plat.

FINAL PLAT

CITY PARK AT CARTER STREET

LOTS 1 thru 5

CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

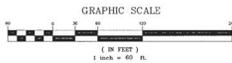
Date: 4-2-2010 Drawn: BOBOW

Scale: 1" = 10' Checked: JMK Date: 04-20-2011

DAVID MATHEWS SURVEYING
 100 MARBLE ROAD
 CHATTANOOGA, TENN 37404
 PHONE: 423-870-3901
 FAX: 423-870-4200

10-54041

LINE	BEARING	DISTANCE
101	S 89° 00' 00" W	100.00
102	S 89° 00' 00" W	100.00
103	S 89° 00' 00" W	100.00
104	S 89° 00' 00" W	100.00
105	S 89° 00' 00" W	100.00
106	S 89° 00' 00" W	100.00
107	S 89° 00' 00" W	100.00
108	S 89° 00' 00" W	100.00
109	S 89° 00' 00" W	100.00
110	S 89° 00' 00" W	100.00



CHATTANOOGA COUNTY REGISTERED SURVEYOR FOR THE CITY OF CHATTANOOGA, TENNESSEE. PLAT NO. 10-54041

EXHIBIT E

In the 2024 Amended and Restated Lease, eight (8) parcels remain under management by The Stadium Corporation.

<u>State Tax Map Number and additional identification</u>	<u>Deed or Plat Reference</u>
145K-E-002 (Finley Stadium at 1826 Reggie White Boulevard)	Plat Book 54, Page 179, Tract A
145K-C-007 (Parking at 519 W. 19 th Street)	Plat Book 54, Page 179, Tract B
145K-B-006 (Vacant lot at 1905 Reggie White Boulevard)	Book 4751, Page 453
145K-E-001 (Pavilion Parcel located at 1801 Reggie White Boulevard)	Book 4760, Page 051
145K-E-004 (Parking at 1835 Reggie White Boulevard & adjacent to Pavilion)	Book 1471, Page 462
145K-F-001 (Parking at 1620 Reggie White Boulevard)	Book 4748, Page 438
145K-F-001.01 (Parking at 1656 Reggie White Boulevard)	Book 4760, Page 051
145K-F-003 (Parking at 500 W. Main Street)	Book 4916, Page 350

In the Second Addendum to Stadium and Parking Complex Lease, recorded in Book 5923, Page 547, two parcels were excluded from the Stadium Corporation Parking and Complex Lease. The two excluded parcels are currently identified as follows:

<u>Identification in Second Addendum</u>	<u>Current Tax Parcel Number</u>
Parcel I	145K-F-001.02 at 1604 Reggie White Boulevard
Parcel II	145K-F-003.01 at 1635 Chestnut Street

The subdivision of 145K-E-001, recorded in PB 94, PG 98, is described in detail as listed below. The only portion remaining under the Stadium and Parcel Complex Lease is the Pavilion parcel, TMN 145K-E-001.

<u>State Tax Map Number</u>	<u>Status</u>
145K-E-001	Remains within Stadium and Complex Lease
145K-E-001.01	Skate Park (Removed from Lease in Addendum of 04-18-2000)
145K-E-001.02	Dog Park (Removed from Lease in the 2024 Amended and Restated Lease)
145K-E-001.03	Released from Lease; conveyed to Cornerstones, Inc. on 08-03-17, Bk 11120, Pg 552
145K-E-001.04	Released from Lease; conveyed to Cornerstones, Inc. on 08-03-17, Bk 11120, Pg 552

Tax Map Number 145K-E-006 at 1817 Reggie White Boulevard is a property of EPB. It was included in the initial Stadium and Complex Lease of September 17, 1997, and recorded in Book 4954, Page 700. In Exhibit A of the First Amendment to Extend of February 28, 2018, and recorded in Book 11284, Page 232, it is referenced that this parcel is owned by EPB and is to be removed from the Stadium and Complex Lease.