

RIVERFRONT DEVELOPMENT AGREEMENT

This RIVERFRONT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of February 12, 2010, by and among CUMBERLAND STADIUM, INC., a Delaware corporation and the successor to Cumberland Stadium, L.P. ("Cumberland Stadium"), THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee public, nonprofit corporation created pursuant to the Tennessee Sports Authority Act of 1993 (the "Sports Authority"), and METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and body corporate and politic organized and existing in accordance with the provisions of Section 13-20-101, *et seq.*, Tennessee Code Annotated ("MDHA").

RECITALS

A. Pursuant to the Stadium Lease, dated effective as of May 14, 1996, between Cumberland and the Sports Authority (such Stadium Lease, as amended, the "Stadium Lease"), the Sports Authority leases the Facilities (as defined in the Stadium Lease) to Cumberland.

B. The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") has advised that (1) the Metropolitan Government has prepared a conceptual master plan for the downtown riverfront redevelopment, entitled the New Riverfront Park Concept Plan, that identifies seven (7) public riverfront projects to be constructed in stages along the east riverbank area within the Riverfront Site as amended by this Agreement (collectively, as further defined below, the "Riverfront Improvements"); (2) the Metropolitan Government has authorized funding for three of those projects within the Riverfront Site (collectively, as further defined below, the "Funded Riverfront Improvements"), and (3) MDHA will be responsible for the design, development and construction of the Funded Riverfront Improvements.

C. The Funded Riverfront Improvements are (1) the Adventure Play Park project described in Exhibit A to this Agreement (also referred to in Exhibit A as Funded Project #13) (the "Adventure Play Park Project"); (2) the NABRICO Building and Gardens project described in Exhibit A to this Agreement (also referred to in Exhibit A as Funded Project #12) (the "NABRICO Gardens Project"); and (3) the River Lawn project described in Exhibit A to this Agreement (also referred to in Exhibit A as Funded Project #11) (the "River Lawn Project").

D. As proposed, a portion of the Adventure Play Park Project would be located on real property that constitutes a portion of the Stadium Site (the real property on which the Adventure Play Park Project is to be located, the "Adventure Play Park Tract"). The Adventure Play Park Tract is described in or depicted on Exhibit B to this Agreement.

E. The portion of the Adventure Play Park Tract that is included in the Stadium Site is currently used for parking spaces. Consequently, the development of the Adventure Play Park Project as currently proposed would result in the loss of certain parking spaces that currently are available to Cumberland Stadium and its patrons for parking, "tailgating," and other similar activities during events at the Stadium, including Team Home Games (as defined in the Stadium Lease). The Sports Authority and MDHA acknowledge that (1) the Stadium Site parking spaces

are a material resource for Cumberland Stadium and are of critical importance to Cumberland Stadium, and (2) if the Adventure Play Park Tract were to be treated as a Development Tract (as defined in the Stadium Lease), the release of the Adventure Play Park Tract pursuant to Section 7.4(b) of the Stadium Lease would be subject to certain conditions, including the Sports Authority's acquisition of New Tracts (as defined in the Stadium Lease) and its construction of replacement parking spaces on such New Tracts.

F. The parties wish to enter into this Agreement to memorialize their agreements and understandings with respect to certain matters relating to (1) the design, development and construction of the Replacement Parking Improvements (as defined below), (2) the design, development and construction of the Riverfront Improvements, (3) the release of a portion of the Adventure Play Park Tract from the Stadium Lease and the associated Stadium Site, and the incorporation of same into an amended Riverfront Site, and (4) the inclusion of the Replacement Tracts within the Stadium Site and into the Stadium Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the capitalized terms listed in this Section 1.1 shall have the definition (a) set forth in this Section 1.1, (b) given to such term in the portion of this Agreement identified in this Section 1.1, or (c) given to such term in the Stadium Lease (in each case, as indicated below):

“Adventure Play Park Closing” has the meaning set forth in Section 2.2 hereof.

“Adventure Play Park Closing Date” has the meaning set forth in Section 2.2 hereof.

“Adventure Play Park Project” has the meaning set forth in the Recitals of this Agreement, as supplemented by the description of the Adventure Play Park Project set forth in Exhibit A hereto.

“Adventure Play Park Tract” has the meaning set forth in the Recitals of this Agreement.

“Business Days” means Monday through Friday, excluding (i) holidays on which national banking associations in Nashville, Tennessee are authorized to be closed, (ii) the day of any NFL Game, and (iii) the day immediately preceding and the day immediately following any NFL Game.

“Comparable Parking Improvements” has the meaning set forth in Section 3.3(b) hereof.

“Cumberland Stadium” has the meaning set forth in the Introductory Paragraph of this Agreement.

“Development Agreement” means that certain Development Agreement, dated effective as of March 6, 1996, by and among the Metropolitan Government, the Sports Authority, Tennessee Football, Inc. (the successor to Houston Oilers, Inc.), and Cumberland Stadium, as amended by Amendment No. 1 to Development Agreement, dated as of May 22, 1996, and Amendment No. 2 to Development Agreement, dated as of April 16, 1997.

“Development Tract” has the meaning given to such term in the Stadium Lease.

“Facilities” has the meaning given to such term in the Stadium Lease.

“Funded Riverfront Improvements” has the meaning set forth in the Recitals of this Agreement.

“Governmental Authorities” has the meaning given to such term in the Stadium Lease.

“Leasehold Replacement Tract” means the tract of property described or depicted on Exhibit C hereto as the “Leasehold Replacement Tract.”

“Leasehold Replacement Tract Landlord” has the meaning set forth in Section 2.5(b) hereof.

“Lessee Event” has the meaning given such term in the Stadium Lease.

“Lessor Event” has the meaning given such term in the Stadium Lease.

“MDHA” has the meaning set forth in the Introductory Paragraph of this Agreement.

“Metropolitan Government” has the meaning set forth in the Recitals of this Agreement.

“NABRICO Gardens Project” has the meaning set forth in the Recitals of this Agreement, as supplemented by the description of the NABRICO Gardens Project set forth in Exhibit A hereto.

“New Riverfront Park Plan” has the meaning set forth in the Recitals of this Agreement.

“New Tract” has the meaning given to such term in the Stadium Lease.

“NFL Game” has the meaning given such term in the Stadium Lease.

“Parking Design Professional” has the meaning set forth in Section 3.3(c) hereof.

“Permitted Encumbrances” has the meaning given to such term in the Stadium Lease.

“Prime Lease” has the meaning set forth in Section 2.5(b) hereof.

“Replacement Parking Improvements” has the meaning set forth is Section 3.2(a) hereof.

“Replacement Tracts” means the tracts of property described or depicted on Exhibit C hereto as the “Replacement Tracts.” The term “Replacement Tracts” includes the Leasehold Replacement Tract.

“River Lawn Project” has the meaning set forth in the Recitals of this Agreement, as supplemented by the description of the River Lawn Project set forth in Exhibit A hereto.

“Riverfront Design Professional” has the meaning set forth in Section 4.1(a) hereof.

“Riverfront Site” has the meaning given such term in the Development Agreement, being those tracts or parcels of property upon which the Riverfront Improvements are to be constructed, and being Lot Nos. 1, 6, and 7 on the plan of Phase Two Subdivision Plat, Tennessee NFL Stadium, East Bank Development Plan, of record in Book 9700, pages 986 and 987, Register’s Office for Davidson County, and a portion of Lot No. 14 on such plat, being the portion West of the railroad tracks bisecting said Lot No. 14..

“Riverfront Improvements” means all improvements within the Riverfront Site, including those planned east bank projects recommended by the New Riverfront Park Concept Plan, being Project Nos. 8, 9, 10, 11, 12, 13 and 14 therein, as set forth on Exhibit A hereto.

“Riverfront Improvements Plans” means the schematic plans and project summaries for the Riverfront Improvements set forth in Exhibit A hereto.

“Riverfront Use Restrictions” means the Declaration of Use Restrictions in the form attached hereto as Attachment 1.

“Sports Authority” has the meaning set forth in the Introductory Paragraph of this Agreement.

“Stadium” has the meaning given to such term in the Stadium Lease.

“Stadium Site” has the meaning given to such term in the Stadium Lease.

“Stadium Lease” has the meaning set forth in the Recitals of this Agreement.

“Stadium Use Restrictions” means that certain Declaration of Use Restrictions of record in Book 11634, page 294, Register’s Office for Davidson County, Tennessee.

“Team” has the meaning given to such term in the Stadium Lease.

“Team Home Game” has the meaning given to such term in the Stadium Lease.

ARTICLE 2

RELEASE OF THE ADVENTURE PLAY PARK TRACT; LEASE OF REPLACEMENT TRACTS PURSUANT TO STADIUM LEASE

2.1 Release of the Adventure Play Park Tract from Stadium Lease and Stadium Use Restrictions; Sports Authority’s Conveyance of the Adventure Play Park Tract;

Replacement Tracts. Subject to the terms and conditions of this Agreement, at the Adventure Play Park Closing, (a) Cumberland Stadium agrees to release the Adventure Play Park Tract from the terms and provisions of the Stadium Lease and the Stadium Use Restrictions, (b) the Sports Authority agrees to convey all of its right, title and interest in the Adventure Play Park Tract to MDHA (or, if designated by MDHA, to the Metropolitan Government or an agency of the Metropolitan Government) for the purpose of developing the Adventure Play Park Project, and shall release the Adventure Play Park Tract from the provisions of the Stadium Use Restrictions, (c) MDHA agrees to convey to the Sports Authority (or cause to be conveyed to the Sports Authority) fee title to the Replacement Tracts (or, with respect to the Leasehold Replacement Tract, a leasehold interest consistent with the provisions of Sections 2.5(c) and 2.6), (d) the Sports Authority and Cumberland Stadium agree to subject the Replacement Tracts to the Stadium Lease and the Stadium Use Restrictions, and (e) the Sports Authority, Cumberland Stadium and MDHA shall execute the Riverfront Use Restrictions and cause the same to be recorded in the offices of the Register of Deeds of Davidson County, Tennessee.

2.2 Adventure Play Park Closing. Subject to the satisfaction or waiver by the appropriate party of all of the conditions precedent specified in this Agreement, the consummation of the transactions contemplated by Section 2.1 (the "Adventure Play Park Closing") will take place at the offices of Waller Lansden Dortch & Davis, LLP in Nashville, Tennessee, on such date as agreed upon by the parties or, if the parties are unable to agree upon such date, the date that is ten (10) Business Days following the substantial completion of all Replacement Parking Improvements pursuant to Article 3 hereof. The date on which the Adventure Play Park Closing takes place is referred to herein as the "Adventure Play Park Closing Date."

2.3 Actions of Cumberland Stadium at the Adventure Play Park Closing. At the Adventure Play Park Closing, unless otherwise waived by MDHA and the Sports Authority, Cumberland Stadium shall deliver the following:

(a) a copy of Amendment No. 5 to Stadium Lease duly executed by Cumberland Stadium and duly acknowledged; such Amendment No. 5 to Stadium Lease will be substantially in the form of Attachment 2 hereto;

(b) a copy of Amendment No. 1 to Memorandum of Lease duly executed by Cumberland Stadium and duly acknowledged; such Amendment No. 1 to Memorandum of Lease will be in form and substance reasonably satisfactory to Cumberland Stadium and the Sports Authority;

(c) a copy of an instrument releasing the Adventure Play Park Tract from the Stadium Use Restrictions duly executed by Cumberland Stadium and duly acknowledged, in form and substance reasonably satisfactory to MDHA, the Sports Authority and Cumberland Stadium;

(d) a certificate of incumbency for the officers of Cumberland Stadium executing this Agreement and any other agreements or instruments contemplated herein dated as of the Adventure Play Park Closing Date;

(e) a certificate of good standing of Cumberland Stadium issued by the Secretary of State of Delaware, dated the most recent practical date prior to the Adventure Play Park Closing;

(f) a certificate of authorization of Cumberland Stadium as a foreign corporation authorized to do business in Tennessee issued by the Secretary of State of Tennessee, dated the most recent practical date prior to the Adventure Play Park Closing;

(g) copies of resolutions duly adopted by the board of directors of Cumberland Stadium authorizing and approving Cumberland Stadium's performance of the transactions contemplated hereby and its execution and delivery of this Agreement, Amendment No. 5 to Stadium Lease, Amendment No. 1 to Memorandum of Lease and the other documents described herein, certified as true and of full force and effect as of the Adventure Play Park Closing Date by an appropriate officer of Cumberland Stadium;

(h) a copy of the Riverfront Use Restrictions duly executed by Cumberland Stadium and duly acknowledged; and

(i) such other instruments and documents as are reasonably necessary to satisfy the conditions precedent to the obligations of the Sports Authority or MDHA hereunder that are being consummated as of the Adventure Play Park Closing Date and the consummation of the transactions described in Section 2.1.

2.4 Actions of the Sports Authority at the Adventure Play Park Closing. At the Adventure Play Park Closing, unless otherwise waived by Cumberland Stadium and MDHA, the Sports Authority shall deliver the following:

(a) a copy of Amendment No. 5 to Stadium Lease duly executed by the Sports Authority and duly acknowledged; such Amendment No. 5 to Stadium Lease will be substantially in the form of Attachment 2 hereto;

(b) a copy of Amendment No. 1 to Memorandum of Lease duly executed by the Sports Authority and duly acknowledged; such Amendment No. 1 to Memorandum of Lease will be in form and substance reasonably satisfactory to Cumberland Stadium and the Sports Authority;

(c) a copy of an instrument releasing the Adventure Play Park Tract from the Stadium Use Restrictions duly executed by Sports Authority and duly acknowledged in form and substance reasonably satisfactory to MDHA, the Sports Authority and Cumberland Stadium;

(d) a general warranty deed duly executed by the Sports Authority and duly acknowledged conveying the Sports Authority's right, title and interest in the Adventure Play Park Tract to MDHA (or, if designated by MDHA, to the Metropolitan Government or an agency of the Metropolitan Government); such quitclaim deed will be in such form as the Sports Authority and MDHA shall mutually agree;

(e) if a leasehold interest (rather than fee title) in the Leasehold Replacement Tract will be conveyed to the Sports Authority, a copy of the lease agreement being delivered at

the Adventure Play Park Closing by or at the direction of MDHA pursuant to Section 2.5(b), duly executed by the Sports Authority and duly acknowledged;

(f) a certificate of incumbency for the officers of the Sports Authority executing this Agreement, Amendment No. 5 to Stadium Lease, Amendment No. 1 to Memorandum of Lease, the lease agreement described in clause (e), above, and any other agreements or instruments contemplated herein dated as of the Adventure Play Park Closing Date;

(g) a certificate of existence and good standing of the Sports Authority issued by the Secretary of State of Tennessee, dated the most recent practical date prior to the Adventure Play Park Closing;

(h) copies of resolutions duly adopted by the board of directors of the Sports Authority authorizing and approving the Sports Authority's performance of the transactions contemplated hereby and its execution and delivery of this Agreement, Amendment No. 5 to Stadium Lease, Amendment No. 1 to Memorandum of Lease, the lease agreement described in clause (e), and the other documents described herein, certified as true and of full force and effect as of the Adventure Play Park Closing Date by an appropriate officer of the Sports Authority; and

(i) such other instruments and documents as are reasonably necessary to satisfy the conditions precedent to the obligations of Cumberland Stadium or MDHA hereunder that are being consummated as of the Adventure Play Park Closing Date and the consummation of the transactions described in Section 2.1.

2.5 Actions of MDHA at the Adventure Play Park Closing. At the Adventure Play Park Closing, unless otherwise waived by Cumberland Stadium and the Sports Authority, MDHA shall deliver the following:

(a) with respect to each Replacement Tract conveyed by MDHA to the Sports Authority (other than the Leasehold Replacement Tract, if a leasehold interest rather than fee title will be conveyed to the Sports Authority for such tract), a general warranty deed conveying to the Sports Authority good, marketable and insurable fee simple title to such Replacement Tract, free and clear of all liens, claims and encumbrances other than Permitted Encumbrances; each such deed will be duly executed by the owner(s) of the applicable Replacement Tract, duly acknowledged, in recordable form, and satisfactory in all reasonable respects to the Sports Authority and Cumberland Stadium;

(b) if a leasehold interest (rather than a fee interest) in the Leasehold Replacement Tract will be conveyed to the Sports Authority, a lease agreement between the owner of the Leasehold Replacement Tract (the "Leasehold Replacement Tract Landlord") and the Sports Authority (the "Prime Lease"); the Prime Lease will be duly executed by the Leasehold Replacement Tract Landlord, duly acknowledged, in recordable form, consistent with the terms and provisions of Section 2.6 and satisfactory in all reasonable respects to the Sports Authority and Cumberland Stadium;

(c) if a leasehold interest (rather than a fee interest) in the Leasehold Replacement Tract will be conveyed to the Sports Authority, a Recognition and Non-Disturbance Agreement (the "RNDA") executed by the Leasehold Replacement Tract Landlord and duly acknowledged, reflecting the Leasehold Replacement Tract Landlord's consent to the inclusion of the Leasehold Replacement Tract in the Stadium Lease as a part of the Facilities thereunder and, subject to the provisions of Section 2.6, agreeing not to disturb the rights of Cumberland Stadium with respect thereto notwithstanding any default by the Sports Authority under the Prime Lease. The RNDA shall be in form and substance reasonably satisfactory to the Leasehold Replacement Tract Landlord and Cumberland Stadium;

(d) For each Replacement Tract, a policy of owner's title insurance reflecting the Sports Authority's ownership of fee simple title (or leasehold title, as applicable) to each Replacement Tract free and clear of all liens, claims and encumbrances other than the Permitted Encumbrances, the Stadium Lease and the Stadium Use Restrictions, and otherwise in form and substance reasonably satisfactory to Cumberland Stadium;

(e) For each Replacement Tract, an ALTA survey disclosing no encroachments, impediments or other adverse matters other than Permitted Encumbrances, and otherwise in form and content reasonably satisfactory to Cumberland Stadium;

(f) a boundary survey of the Adventure Play Park Tract in form and content reasonably satisfactory to Cumberland Stadium;

(g) a Phase 1 Environmental Site Assessment for each Replacement Tract reflecting no matters reasonably unacceptable to Cumberland Stadium or the Sports Authority;

(h) a certificate of incumbency for the officers of MDHA executing this Agreement and any other agreements or instruments contemplated herein dated as of the Adventure Play Park Closing Date;

(i) a certificate of existence and good standing of MDHA from the Secretary of State of Tennessee, dated the most recent practical date prior to the Adventure Play Park Closing;

(j) copies of resolutions duly adopted by the board of directors of MDHA authorizing and approving MDHA's performance of the transactions contemplated hereby and its execution and delivery of this Agreement and the documents described herein, certified as true and of full force and effect as of the Adventure Play Park Closing Date by an appropriate officer of MDHA;

(k) a copy of the Riverfront Use Restrictions duly executed by the MDHA and duly acknowledged;

(l) a copy of an instrument releasing the Adventure Play Park Tract from the Stadium Use Restrictions duly executed by MDHA and duly acknowledged; in form and substance reasonably satisfactory to MDHA, the Sports Authority and Cumberland Stadium; and

(m) such other instruments and documents as are reasonably necessary to satisfy the conditions precedent to the obligations of Cumberland Stadium or the Sports Authority hereunder that are being consummated as of the Adventure Play Park Closing Date and the consummation of the transactions described in Section 2.1.

2.6 Provisions Regarding the Leasehold Replacement Tract.

(a) The parties acknowledge that (i) the Metropolitan Government is the record owner of the Leasehold Replacement Tract, (ii) MDHA does not have the power or authority to require the Metropolitan Government to convey an ownership or leasehold interest in the Leasehold Replacement Tract to the Sports Authority (or to enter into the Prime Lease) as contemplated by this Agreement, (iii) MDHA's obligations to deliver, or cause the Metropolitan Government to deliver, an ownership or leasehold interest in the Leasehold Replacement Tract to the Sports Authority and to cause the Metropolitan Government to execute the Prime Lease are subject to the Metropolitan Government's agreement to undertake such actions and the Metropolitan Government's approval of all documents, agreements and instruments to be executed by the Metropolitan Government in connection with such actions (including any applicable approvals of the Metropolitan County Council necessary or appropriate relating to such actions).

(b) The term of the Prime Lease will commence on the Adventure Play Park Closing Date and will continue until the expiration or termination of the Stadium Lease. The Prime Lease will allow the Metropolitan Government to exercise the Sports Authority's right to terminate the Stadium Lease with respect to the Leasehold Replacement Tract in accordance with the terms of Section 7.4(b) of the Stadium Lease.

ARTICLE 3 REPLACEMENT PARKING SPACES; REPLACEMENT TRACTS

3.1 Condition to Closing; Termination.

(a) In addition to the delivery of the documents and other matters contemplated by Article 2 and such other conditions as are set forth in this Agreement, Cumberland Stadium's obligation to release the Adventure Play Park Tract from the Stadium Lease and to close the other transactions contemplated hereunder is conditioned upon the substantial completion (as defined in Section 3.3(a)) of all of the Replacement Parking Improvements in accordance with the terms and provisions of this Article 3.

(b) In the event that construction of the Replacement Parking Improvements has not commenced (in accordance with the terms of Section 3.3(a)) on or before March 1, 2011, any party hereto may terminate this Agreement by giving written notice of such party's election to terminate to the other parties hereto. In the event that the Adventure Play Park Closing has not occurred by October 1, 2011, any party hereto may terminate this Agreement by giving written notice of such party's election to terminate to the other parties hereto; provided, however, that in the event that construction of the Replacement Parking Improvements has commenced (in accordance with the terms of Section 3.3(a)) before a party's delivery of a termination notice pursuant to this sentence, no party may terminate this Agreement pursuant to this sentence as

long as construction of the Replacement Parking Improvements is pursued continuously and in a commercially reasonable fashion until the Replacement Parking Improvements are completed.

3.2 The Replacement Parking Improvements.

(a) The “Replacement Parking Improvements” means all improvements included in the plans and specifications approved as set forth herein for the development, construction, reconfiguration or improvement of the new (or replacement) parking spaces that are described in or depicted on Exhibit D hereto and highlighted in yellow thereon and as more particularly described in this subsection. The parties acknowledge that the development of the Adventure Play Park Tract will displace 217 existing parking spaces within the currently configured Lot R parking lot located west of the rail spur line. Required adjustments to the internal circulation system within the remainder of Lot R immediately east of the rail spur line will displace approximately sixty (60) parking spaces, subject to final calculation based on the final design documents prepared for the Adventure Play Park Tract. Under the terms of this Agreement, MDHA shall be responsible for replacing all parking spaces displaced within the existing Lot R parking lot by development of the Adventure Play Park Project. No other physical modifications to the remainder of Lot R are anticipated by this Agreement. The Replacement Parking Improvements will include, without limitation, all lighting, landscaping, drainage, subsurface improvements, curbing and pavement (or, to the extent contemplated and permitted under Section 3.4, other parking surface). With respect to the parking spaces to be constructed immediately adjacent to the Stadium, such Replacement Parking Improvements also will include the relocation and/or addition of security bollards. Additionally, MDHA and the Sports Authority acknowledge that the creation of Replacement Parking Improvements under the Korean Veterans Bridge will displace police, security and other personnel that utilize such area for Team Home Games and other Lessor and Lessee Events and MDHA agrees to find and provide other reasonably comparable space for such uses.

(b) MDHA agrees that it will (i) design, develop and construct the Replacement Parking Improvements, and (ii) subject to the provisions of Section 2.6 with respect to the Leasehold Replacement Tract, acquire and convey to the Sports Authority (or cause to be conveyed to the Sports Authority) good, marketable and insurable fee simple title (or, if applicable with respect to the Leasehold Replacement Tract, leasehold title) to the Replacement Tracts, free and clear of all liens, claims and encumbrances other than Permitted Encumbrances, in accordance with the terms and provisions of this Agreement.

(c) Except as otherwise provided in this Agreement, MDHA agrees to pay all costs for the design, development and construction of the Replacement Parking Improvements (including all construction, labor and materials costs, permitting fees, contractor fees, Parking Design Professional fees, Riverfront Design Professional fees, engineering fees and similar costs and expenses); all costs (if any) in connection with the acquisition of any Replacement Tracts (including the purchase price of any Replacement Tracts); the costs of all title insurance policies, surveys and environmental studies required pursuant to Section 2.5; and all costs, taxes or other expenses in connection with the recording of any of the documents, agreements or instruments contemplated hereby.

3.3 Design, Development and Construction of the Replacement Parking Improvements. The Replacement Parking Improvements shall be designed and constructed in accordance with the terms and provisions of this Section 3.3 as follows:

(a) Construction of any Replacement Parking Improvements shall commence no earlier than the first day following the later of the last Team Home Game played by the Team in the Stadium in any NFL season and the Music City Bowl college football game played at or near the end of such NFL season and shall be substantially complete not later than July 10th before the immediately following NFL season (the “Outside Completion Date”). Prior to commencing construction of the Replacement Parking Improvements, MDHA shall cause the Parking Design Professional to prepare and deliver to Cumberland Stadium a comprehensive construction schedule for the Replacement Parking Improvements reflecting (i) the number of days to complete construction in accordance with customary and anticipated construction practices and based on such assumptions as to weather and other potentially adverse matters as are customarily considered by experienced design and construction professionals in preparing construction schedules for similar projects in the Nashville, Tennessee area, and (ii) that the Replacement Parking Improvements will be substantially complete by not later than the Outside Completion Date. For purposes hereof, “substantially complete” means that all of the Replacement Parking Improvements have been completed substantially in accordance with the plans and specifications therefor approved as set forth herein, as evidenced by a certificate issued by the Parking Design Professional, other than uncompleted insubstantial details of construction, the non-completion of which does not materially interfere with the use, occupancy or operation of the Replacement Parking Improvements for parking purposes in a manner consistent with the Comparable Parking Improvements, and such Replacement Parking Improvements shall have received such certificates of occupancy, use permits, and other permits, licenses or approvals as may be necessary or required from any appropriate Governmental Authorities.

It is acknowledged and agreed that MDHA’s failure to substantially complete the Replacement Parking Improvements prior to the Outside Completion Date could result in an inconvenience to Game Day patrons and additional operational expenses incurred by Cumberland Stadium, therefore, if Replacement Parking Improvements are not substantially completed by the “Outside Completion Date”, MDHA agrees to work cooperatively with Cumberland Stadium to provide suitable alternative parking facilities for each Game Day Event until such Replacement Parking Improvements are substantially complete. MDHA further agrees to compensate Cumberland Stadium for any additional operational expenses therein incurred in an amount not to exceed **\$8,500** per Game Day Event. The parties expressly acknowledge that the foregoing is not intended as a penalty, but as a fair and reasonable compensation to Cumberland Stadium in the event that MDHA is unable to complete the Replacement Parking Improvements in a timely manner.

(b) The location and layout of the Replacement Parking Improvements will be consistent in all material respects with the location and layout described in, or depicted on, Exhibit D hereto. The parties acknowledge that the Replacement Parking Improvements will be constructed on multiple locations within the Stadium Site (or on the Replacement Tracts) and that the extent, nature and quality of the existing parking improvements varies within the Stadium Site. The plans and specifications for the Replacement Parking Improvements will provide for improvements (including, without limitation, lighting, landscaping, drainage,

subsurface improvements, curbing, pavement or, to the extent contemplated or permitted under Section 3.4, other parking surface, and the bollards described in Section 3.2(a) above) of at least the same extent, nature and quality as the existing improvements in the Stadium Site parking facilities adjacent to, or in the immediate proximity of, each portion of the Replacement Parking Improvements (the “Comparable Parking Improvements”). Notwithstanding the foregoing, except as provided in Section 3.4, for purposes of determining the extent, nature and quality of the improvements to be located on the Replacement Tracts and in the area under the Korean Veterans Bridge, the Comparable Parking Improvements will be the existing improvements in Lots A, B, C and D rather than the existing improvements in Lot T or Lot P. Additionally, the nature, quality and location of the security bollards will comply with applicable NFL rules, regulations and best practices in place at the time the improvements are constructed.

(c) The Replacement Parking Improvements will be designed by such architects and/or engineers as are qualified and licensed firms having demonstrable experience in designing projects similar to the Replacement Parking Improvements (including the design of grass surfaced and/or pervious pavement parking spaces as contemplated by Section 3.4) and are selected by MDHA, and reasonably approved by Cumberland Stadium (the “Parking Design Professional”).

(d) Upon the substantial completion of Design Development documents by the Parking Design Professional, MDHA will submit such proposed plans and specifications for the Replacement Parking Improvements to Cumberland Stadium for its review and approval. Such plans and specifications shall be in such detail and in such form and substance as shall be reasonably required to enable Cumberland Stadium to evaluate the same to ensure that the proposed design and construction of such Replacement Parking Improvements will satisfy the requirements of Cumberland Stadium and the terms and provisions of this Agreement. Cumberland Stadium shall have fifteen (15) Business Days from its receipt of such plans and specifications to review same and provide any written comments or objections thereto. Upon Cumberland Stadium’s timely delivery of any such comments or objections, MDHA and/or the Sports Authority, as appropriate, shall direct the Parking Design Professional to revise such plans and specifications to address such comments or objections. Cumberland Stadium shall have ten (10) Business Days from its receipt of such modified plans and specifications to review and approve same. In the event Cumberland Stadium fails to approve or disapprove any plans and specifications within the time periods set forth hereinabove, the plans and specifications shall be deemed approved. Construction of the Replacement Parking Improvements will not commence until the aforementioned plans and specifications for the Replacement Parking Improvements shall have been approved or deemed approved by Cumberland Stadium. Subject to the provisions of Section 3.4, Cumberland Stadium agrees that it will not unreasonably withhold its approval of the plans and specifications for the Replacement Parking Improvements provided that such plans and specifications (i) satisfy the terms and provisions of this Agreement regarding the location and layout of the Replacement Parking Improvements, (ii) satisfy the terms and provisions of this Agreement regarding the improvements being of at least the same extent, nature and quality as the Comparable Parking Improvements, and (iii) provide for the development and construction of Replacement Parking Improvements that otherwise are at least as useful and functional as the Comparable Parking Improvements (taking into account all relevant factors, including access to the Stadium and public roads, traffic and security matters, and ability to accommodate parking for Lessee Events, including Team Home Games).

(e) The parties acknowledge and agree that Cumberland Stadium's review of the plans and specifications is solely for the limited purpose of assuring that the anticipated use and functionality of the Replacement Parking Improvements is satisfactory to Cumberland Stadium and Cumberland Stadium shall have no obligation, liability, or responsibility for the design and construction of the Replacement Parking Improvements as a result of its review and approval of such plans and specifications.

3.4 Provisions Regarding Alternative Parking Surface Test Tracts.

(a) The parties acknowledge that (i) the Stadium Lease does not permit the Sports Authority to modify any of the Facilities other than the Stadium itself; (ii) the conditions to the release of any Development Tract from the Stadium Lease include the Sports Authority subjecting New Tracts to the Stadium Lease with replacement parking spaces that have been improved to the same extent as the applicable Development Tract (including, without limitation, paving and lighting); (iii) MDHA has expressed its desire to test the use of grass surfaced and/or pervious pavement parking spaces within the Stadium Site; and (iv) subject to the terms, provisions and conditions set forth in this Section 3.4, Cumberland Stadium has expressed its willingness to permit the use of grass surfaced and/or pervious pavement parking spaces on certain designated portions of the Replacement Parking Improvements. The parties acknowledge that such grass or pervious pavement surfaces may result in increased maintenance expenditures, all of which shall be the obligation of the Sports Authority pursuant to the terms of the Stadium Lease.

(b) Cumberland Stadium agrees that the proposed plans and specifications for the Replacement Parking Improvements may provide for the use of grass surfaced and/or pervious pavement parking spaces instead of conventionally paved parking spaces. Although Cumberland Stadium currently anticipates that it will approve the use of grass surfaced and/or pervious pavement parking spaces in such locations, Cumberland Stadium has not been provided with any engineering studies, technical studies or documents, plans and specifications or other documentation which demonstrate the feasibility of using grass surfaced parking spaces at the Facilities. Consequently, Cumberland Stadium reserves the right to withhold its approval of (and of plans and specifications contemplating the construction of grass surfaced and/or pervious pavement parking spaces) to the use of grass surfaced and/or pervious pavement parking spaces absent studies, documents and/or plans that demonstrate such feasibility and, with respect to the grass surfaced parking spaces, such right to withhold approval shall be exercised in Cumberland Stadium's reasonable discretion. Additionally, the parties agree that the plans and specifications with respect to the portions of the Replacement Parking Improvements identified above will provide that the surfaces of the traffic lanes leading into and out of such parking lots and the surfaces of the traffic lanes within such parking lots (as opposed to the surfaces for the parking spaces themselves) will be paved.

(c) Prior to Cumberland Stadium's approval of the plans and specifications, Cumberland Stadium and MDHA will establish objective criteria for determining whether any grass surfaced and/or pervious pavement parking spaces constructed pursuant to this Agreement are functioning at a satisfactory level. If the grass surfaced and/or pervious pavement parking spaces function below such agreed upon criteria, Cumberland Stadium shall have the right to require MDHA to: (1) correct any material defects to bring such spaces into satisfactory

compliance immediately upon Cumberland Stadium's request, it being acknowledged that the effective functionality of such parking spaces is of critical importance to Cumberland Stadium; and (2) if such corrective measures still fail to bring such spaces into satisfactory compliance, then resurface that portion of the parking spaces with pavement of the nature and quality contemplated by Section 3.3 at MDHA's sole cost and expense.

(d) MDHA and the Sports Authority acknowledge that by agreeing to consider (and possibly approve) grass surfaced and/or pervious pavement parking spaces with respect to portions of the Replacement Parking Improvements, Cumberland Stadium is not waiving any of its rights under the Stadium Lease with respect to any future proposed use of grass surfaced and/or pervious pavement parking spaces at the Facilities.

3.5 Parking Lot Use and Lighting in Connection with the Adventure Play Park Project.

(a) The Sports Authority owns and currently leases the Facilities to Cumberland Stadium, including the area shown as Parking Lot R in Exhibit D of this Agreement. Upon the Adventure Play Park Closing, the Sports Authority will allow MDHA and the Metropolitan Government to use the portion of Parking Lot R that will remain subject to the Stadium Lease to provide for the general parking needs of the Riverfront Improvements, provided however, such use of Parking Lot R shall be permitted only to the extent of the Sports Authorities' rights under the Stadium Lease and shall be subject in all respects to the restrictions and limitations therein.

(b) The Sports Authority shall charge no rent to MDHA or to the Metropolitan Government for use of Parking Lot R pursuant to the terms of this Agreement.

(c) The current schematic drawings of the Adventure Play Park Project do not include parking facilities on the Adventure Play Park Tract. The Replacement Parking Improvements will include additions to, or modifications of, the parking lot lighting to the portion of Lot R that will remain subject to the Stadium Lease to permit MDHA, the Metropolitan Government or other agencies of the Metropolitan Government to provide lighted parking spaces for patrons of the Adventure Play Park and the other Riverfront Improvements who use the Lessor Parking Area. Such lighting will be separately metered for utilities and operated by MDHA, the Metropolitan Government or other agencies of the Metropolitan Government. The parties agree that Cumberland Stadium will not be required to pay any costs or expenses in connection with the operation or maintenance of any such lighting. In addition to its operation of such lighting for the benefit of Adventure Play Park patrons, MDHA will operate (or cause the Metropolitan Government or the applicable Metropolitan Government agency to operate) such lighting during such hours and on such days as Cumberland Stadium shall reasonably request in connection with any Lessee Event or Lessor Event (including for preparation, maintenance or clean-up in connection with any such event).

**ARTICLE 4
DESIGN AND DEVELOPMENT OF THE RIVERFRONT IMPROVEMENTS**

4.1 Design and Development of the Riverfront Improvements. The Riverfront Improvements shall be designed, developed and constructed in all respects in compliance with Section 9.16 of the Development Agreement and with the Riverfront Use Restrictions, subject to the following provisions:

(a) The Riverfront Improvements will be designed by such architects and/or engineers as are qualified and licensed firms having demonstrable experience in designing projects similar to the Riverfront Improvements (the "Riverfront Design Professional"), and shall be designed in substantial conformity with the Riverfront Improvements Plans.

(b) Upon the substantial completion of Design Development documents for Riverfront Improvements by the Riverfront Design Professionals (including the proposed plans and specifications for the Adventure Play Park) MDHA will submit such proposed plans and specifications to Cumberland Stadium for its review and comment. Such plans and specifications shall be in substantial conformity with the Riverfront Improvements Plans and shall be in such detail and in such form and substance as shall be reasonably required to enable Cumberland Stadium to evaluate the same to ensure that the proposed design and construction of the Riverfront Improvements will satisfy the terms and provisions of this Agreement. Cumberland Stadium shall have fifteen (15) Business Days from its receipt of such plans and specifications to review same and provide any written comments or objections thereto. Upon receipt of Cumberland Stadium's comments and/or objections, MDHA shall review such comments and/or objections with the Riverfront Design Professional and shall convey back to Cumberland Stadium: (1) revised plans and specifications which substantially conform to the Riverfront Improvements Plans, or (2) in the event no revisions or modifications are recommended, MDHA shall provide a written response back to Cumberland Stadium explaining in reasonable detail why no such revisions or modifications are offered. In the event that Cumberland Stadium fails to comment and/or object in writing to any plans or specification within the time period set forth hereinabove, the plans and specifications shall be deemed acceptable. In the event Cumberland Stadium advises MDHA that Cumberland Stadium believes that the plans and specifications are not consistent with the New Riverfront Park Concept Plan and MDHA does not concur with the revisions or modifications proposed by Cumberland Stadium to make the plans and specifications consistent with the New Riverfront Park Concept Plan, and Cumberland Stadium and MDHA are not successful in resolving such dispute through negotiation for a reasonable period, then either Cumberland Stadium or MDHA may with five (5) days notice initiate non-binding mediation proceedings to attempt to resolve the dispute. Any such mediation proceedings shall be conducted by a single mediator selected by both Cumberland Stadium and MDHA or, if Cumberland Stadium and MDHA are unable to agree upon a mediator within five (5) days after receipt of notice initiating mediation, by an impartial mediator selected by any Chancellor of any Chancery Court of Davidson County, Tennessee (acting in his or her individual capacity and not in his or her official capacity) so long as such mediator is licensed by the Supreme Court of Tennessee to practice law, is actively engaged in the practice of law and maintains offices in Davidson County. The mediation shall take place in Davidson County within thirty (30) days of the notice initiating mediation and Cumberland Stadium and MDHA shall each bear its own expenses (including attorneys' fees) and an equal share of the fees and expenses of the mediator. In the absence of applicable law regulating or administering non-binding mediation, the mediator, acting reasonably and in accordance with the scope of this Section 4.1(b), shall establish the dates, times, places and

general conduct of the mediation sessions. All discussions, negotiations and written materials produced for or made during any such mediation, including, without limitation, the statements, positions and offers of by either Cumberland Stadium or MDHA, their attorneys, other participants and the mediator, shall be considered for all purposes to be compromises, offers to compromise and attempts to compromise pursuant to Rule 408, Tennessee Rules of Evidence. Neither Cumberland Stadium nor MDHA shall be compelled to participate in any meeting or meetings with the mediator pursuant to this Section 4.1(b) for more than two days, or at any time more than 30 days after the receipt of notice initiating such mediation. Nothing contained herein shall toll any applicable notice, cure, or termination provision of this Agreement. If any dispute or alleged breach is not resolved by such mediation, then either Cumberland Stadium or MDHA may resort to remedies permitted by Applicable Law, and nothing contained herein shall be construed to preclude either Cumberland Stadium or MDHA from seeking and obtaining injunctive or other emergency relief to protect its rights pending mediation. No request for injunctive or other emergency relief shall be deemed a waiver of mediation hereunder.

(c) The parties acknowledge and agree that Cumberland Stadium's review of the plans and specifications for the Riverfront Improvements is solely for the limited purpose of assuring that the proposed design of the Riverfront Improvements are satisfactory to Cumberland Stadium and Cumberland Stadium shall have no obligation, liability, or responsibility for the design and construction of the Riverfront Improvements as a result of its review and approval of such plans and specifications.

ARTICLE 5 CONSTRUCTION OF REPLACEMENT PARKING IMPROVEMENTS AND RIVERFRONT IMPROVEMENTS

5.1 Access During Construction. MDHA has indicated that it may need access over and across portions of the Stadium Site from time to time for purposes of constructing the Replacement Parking Improvements and the Riverfront Improvements. Cumberland Stadium agrees that it will not unreasonably withhold its consent to such request provided that: (i) MDHA shall submit such request in writing not less than thirty (30) days prior to the first date that MDHA requires such access, which written request shall include drawings, depictions or other indications reasonably acceptable to Cumberland Stadium of the specific portions of the Stadium Site over which MDHA desires to obtain such access, together with the anticipated time period which MDHA requires such access, (ii) such access may not be utilized by any vehicles of a size, weight, type or nature which could damage or impair the utility of any of the improved portions of the Stadium Site (including any parking areas) or of any of the public rights of way located within or adjacent to the Stadium Site, (iii) no such access shall be permitted on the date of a Lessee Event or a Lessor Event or, in the discretion of Cumberland Stadium, the dates immediately preceding or immediately following a Lessee Event or a Lessor Event, (iv) MDHA shall be solely responsible for, and shall promptly repair and replace, any and all damage to the Stadium Site or to any rights of way within or adjacent to the Stadium Site, (v) such access shall not materially interfere with the use and operation of the Stadium Site, (vi) MDHA shall cause the Stadium Site to be free and clear of all construction equipment, materials and debris, and to be generally rendered clean and safe for public use, on or before 6:00 AM of the day of every Team Home Game, and at such other times and on such other schedule as Cumberland Stadium prescribes with respect to any other Lessee Event or Lessor Event, and (vii) such access may be

conditioned on such other terms, provisions and restrictions as Cumberland Stadium may reasonably determine to be necessary or desirable to protect the Stadium Site. Upon the request of Cumberland Stadium, MDHA shall execute and deliver such agreement(s) reflecting the terms and conditions of such access as Cumberland Stadium shall reasonably require.

5.2 Development Agreements. MDHA will cause all agreements with Parking Design Professional, Riverfront Design Professional, general contractors, subcontractors, construction supervisors or other entities relating to the design, development or construction of any portion of the Replacement Parking Improvements or the Riverfront Improvements to include provisions:

(a) requiring such Parking Design Professional, Riverfront Design Professional, general contractors, subcontractors, construction supervisors or other entities to indemnify the Sports Authority, Cumberland Stadium and any affiliates of Cumberland Stadium as and to the same extent as such entities indemnify MDHA, the Metropolitan Government or any other agencies of the Metropolitan Government;

(b) requiring that the Sports Authority, Cumberland Stadium and any affiliate of Cumberland Stadium be named as additional loss payees and/or additional named insured parties, as applicable, under all insurance policies that such entities are required to provide in favor of MDHA, the Metropolitan Government or other agencies of the Metropolitan Government; and

(c) prohibiting such persons from engaging in on-site construction or other activities on the date of a Lessee Event or a Lessor Event (or, in the discretion of Cumberland Stadium, the day immediately preceding or following a Lessee Event or a Lessor Event) on the Stadium Site, the Adventure Play Park Tract, the Riverfront Site, or the Replacement Tract (or on any public right of ways located within the exterior boundaries of the Stadium site or between the Stadium Site and any of the tracts identified above).

ARTICLE 6 MISCELLANEOUS

6.1 Notices. All notices, consents, approvals, and other communications given to any of the parties under this Agreement shall be in writing to such party at the address set forth below or at such other address as such party may designate by notice to the other parties hereto in accordance with this Section 6.1 and may be delivered personally (including delivery by private courier services, including overnight courier delivery) or by telecopy (with a copy of such notice sent by private courier service for overnight delivery or by registered or certified mail), or by first-class United States mail, postage prepaid, registered or certified mail with return receipt requested, to the party entitled thereto, and shall be deemed to be duly given or made when received:

If to MDHA, addressed to:

Metropolitan Development and Housing Agency
701 South Sixth Street
Nashville, TN 37206
Attention: Executive Director
Telecopy No.: (615) 252-3677

With copy to:

Nashville Waterfront Redevelopment Director
Metropolitan Development and Housing Agency
701 South Sixth Street
Nashville, TN 37206
Telecopy No.: (615) 252-3677

If to the Sports Authority, addressed to:

The Sports Authority of The Metropolitan Government of Nashville and
Davidson County
222 3rd Avenue North, Suite 300
Nashville, TN 37201
Attention: Executive Director
Telecopy No.: (615) 862-6025

with a copy to:

Director of Law of the Metropolitan Government
204 Metropolitan Courthouse
Nashville, TN 37201
Telecopy No.: (615) 862-6352

If to Cumberland Stadium, addressed to:

Cumberland Stadium, Inc.
460 Great Circle Road
Nashville, TN 37228
Attention: Don MacLachlan
Telecopy No.: (615) 565-4050

With a copy to:

Steve Underwood
Tennessee Football, Inc.
460 Great Circle Road
Nashville, TN 37228
Telecopy No.: (615) 565-4170

6.2 Assignment.

(a) Cumberland Stadium shall not assign its interests in this Agreement without the consent of the MDHA and the Sports Authority, which consent shall not be unreasonably withheld, except that no consent shall be required if (i) Cumberland Stadium assigns its rights in this Agreement to an assignee of the Stadium Lease; (ii) the conditions precedent to Cumberland Stadium's assignment of the Stadium Lease have been satisfied; and (iii) upon such assignment, assignee assumes the obligations of Cumberland Stadium under this Agreement.

(b) Except as provided in this Section 6.2(b), no assignment described in Section 6.2(a) shall relieve Cumberland Stadium from any of its liabilities and obligations under this Agreement. Cumberland Stadium shall be relieved from all liabilities and obligations under this Agreement upon an assignment of this Agreement to the same Person to which Cumberland Stadium assigns its interest in the Stadium Lease pursuant to a Qualified Assignment (as defined in the Stadium Lease).

(c) Neither MDHA nor the Sports Authority shall assign this Agreement or its rights herein or delegate any of its duties hereunder to any other Person without the consent of Cumberland Stadium; provided that, Cumberland Stadium shall consent to any assignment or delegation by MDHA or the Sports Authority to the Metropolitan Government or other agencies of the Metropolitan Government, so long as (i) the obligations of MDHA or the Sports Authority under this Agreement are expressly assumed by the Metropolitan Government or such other agency of the Metropolitan Government, and (ii) in the reasonable judgment of Cumberland Stadium, such assignment would not impair the realization by Cumberland Stadium of the expected benefits from the rights granted it under this Agreement.

6.3 Choice of Law. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the internal laws of the State of Tennessee.

6.4 Entire Agreement; Amendments and Waivers.

(a) This Agreement shall constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of this Agreement, and there shall be no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except as set forth specifically herein and in the Stadium Lease and the Team Contract (as defined in the Stadium Lease). No amendment, supplement, modification or waiver of this Agreement shall be binding

unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected party.

(b) MDHA and the Sports Authority acknowledge that Cumberland Stadium's agreement to permit (i) a portion of the replacement parking spaces contemplated hereby to be located on the Stadium Site as it exists as of the date of this Agreement rather on a New Tract, and (ii) the conveyance of leasehold interests in the Leasehold Replacement Tracts to the Sports Authority rather than fee simple interests does not constitute a waiver by Cumberland Stadium of any of its rights under the Stadium Lease with respect to any future proposed replacement parking spaces, New Tracts or similar matters at the Facilities, nor shall Cumberland Stadium's agreement to permit such matters have any precedential effect on its rights or the Sports Authority's obligations under the Stadium Lease in connection with any future development or replacement parking spaces.

6.5 References. Any reference herein to an Article or Section shall be deemed to refer to the applicable Article or Section of this Agreement unless otherwise expressly stated herein. Any reference to an Exhibit or Attachment shall be deemed to refer to the applicable Exhibit or Attachment attached hereto, all such Exhibits or Attachments being incorporated herein and made a part hereof by this reference.

6.6 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.

6.7 No Merger. The terms and provisions of this Agreement (including, without limitation, the representations, warranties and covenants) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to this Agreement unless such document shall specifically so state and shall be signed by the Parties.

6.8 Applicable Standard. Any approval, consent, decision or election to be made or given by a Party hereunder may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness) is provided for explicitly.

6.9 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

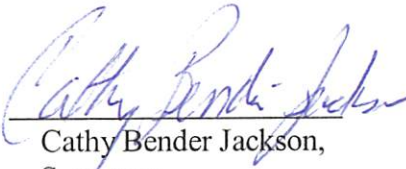
6.10 Interest. Any payment not made on the date required by this Agreement shall accrue interest at the Default Rate from the due date of such payment until the date such payment is paid.

6.11 Interpretation. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement, and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred

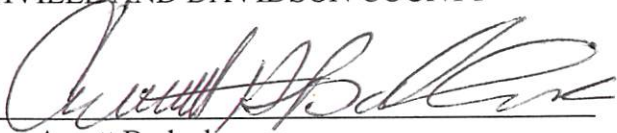
upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

6.12 Additional Assurances. From time to time after the date hereof, without further consideration and subject to the other terms of this Agreement, the parties hereto shall promptly execute and deliver such other instruments and take such other action as any other party reasonably may request to consummate the transactions contemplated hereby.

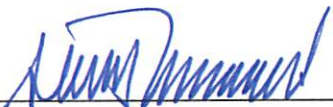
IN WITNESS WHEREOF, the parties have executed this Riverfront Development Agreement as of the date first set forth above.

ATTEST: 
Cathy Bender Jackson,
Secretary

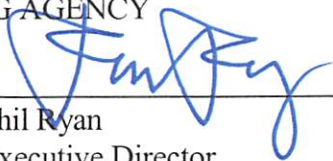
THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: 
Arnett Bodenhamer,
Chair

CUMBERLAND STADIUM, INC.

By: 
Steve Underwood
Senior Executive Vice President,
Chief Operating Officer and General Counsel

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: 
Phil Ryan
Executive Director

APPROVED AS TO FORM AND LEGALITY:



MDHA Attorney

EXHIBIT A

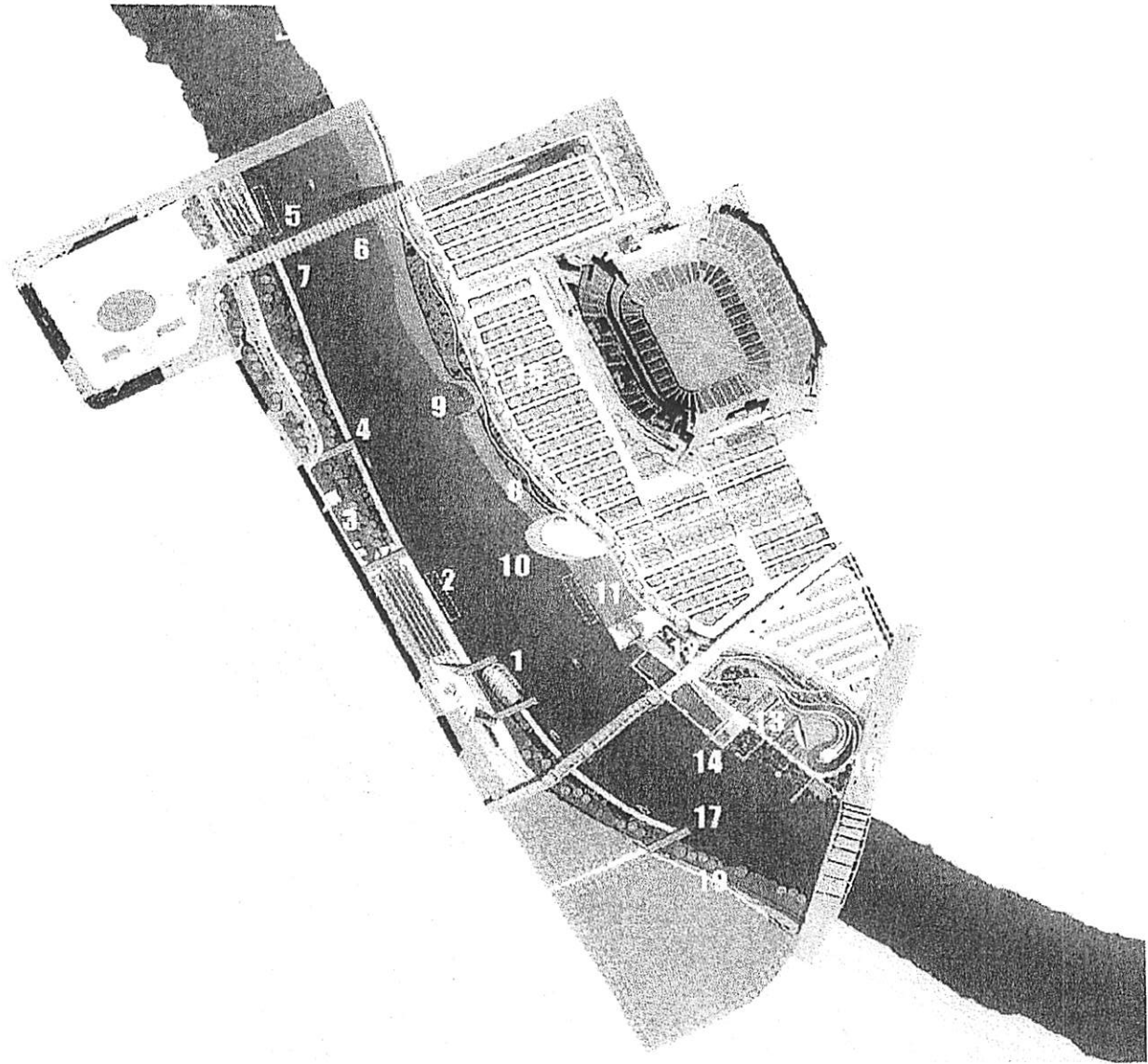
(Riverfront Improvements and Riverfront Improvements Plans)

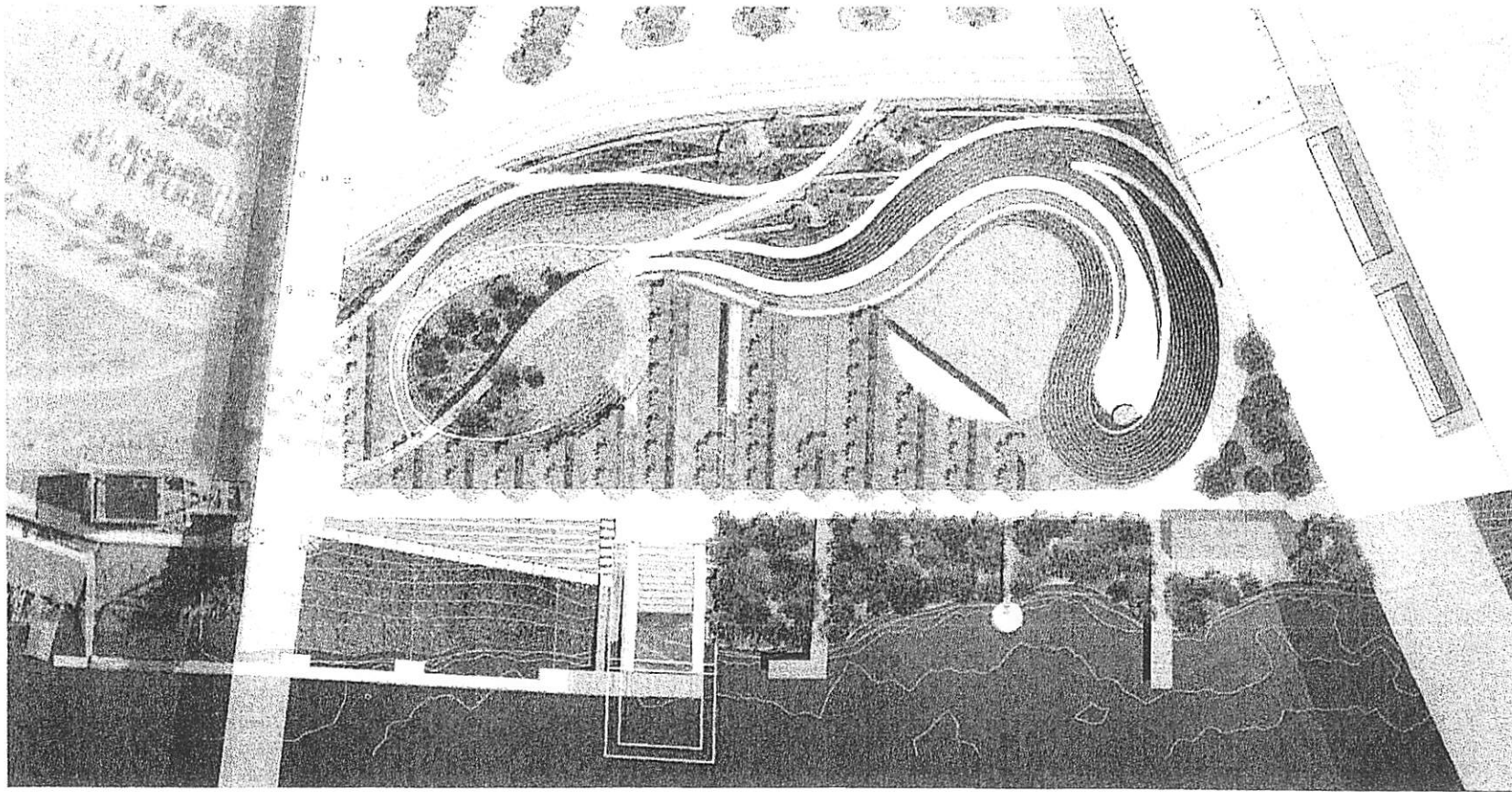
New Riverfront Park Plan

NRF★

NEW RIVERFRONT PARK

- 1 First & Broadway Overlook
- 2 City Wharf
- 3 Pioneer Walk
- 4 Church Street Pier
- 5 Public Square Landing
- 6 Woodland Bridge Walk
- 7 Walk on Water
- 8 Esplanade
- 9 Cove
- 10 River Overlook
- 11 River Lawn
- 12 NARRIGA Building & Gardens
- 13 Adventure Play Park
- 14 Docks
- 15 Urban Forest
- 16 Korean War Veterans Bridge Walk
- 17 Demonbreun Pier
- 18 Cayce Landing
- 19 Greenway Connection





RIVERFRONT ADVENTURE PARK

The Riverfront Adventure Park is conceived as a catalyst of change, and one of the most exciting and active of the public projects within the downtown riverfront site. Through intense use and activity, it will begin to reshape the way Nashville uses and visualizes its Riverfront. Interactive landscapes engage children and adults with the idea of free and creative play. A tapestry of Nashville landscapes are woven together across the entire site and encourages the young and the young at heart to explore all its many features. Cascades, hollows, forests, glades, wetlands and overlooks engage the imagination. Adventure seekers can wade in the pools, splash in the fountains, swing on the bridge, climb on walls or take the slide for a ride. Active and passive uses are seamlessly integrated together into this dynamic space just

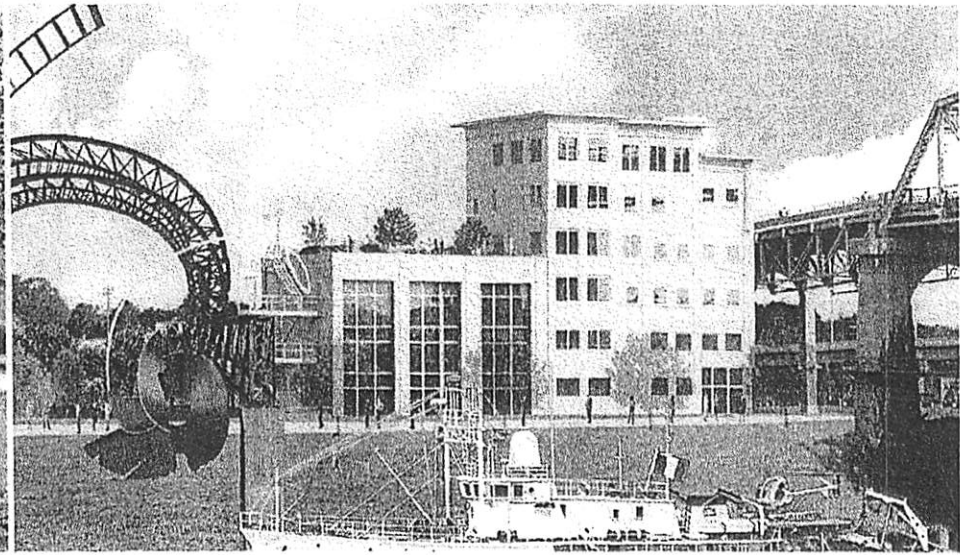
across the river from downtown. The park is immediately accessible to residents on the East side.

This project is a model of sustainability. It cleans up contaminated soils, making them fit for recreational use. It balances cut and fill, ensuring the floodplain is not raised and retrofits existing structures on site for adaptive reuse. It will reduce the heat island affect by lowering local site temperatures with its increased vegetation. It is a steward of water consumption, integrating irrigation, stormwater collection, and fountain water, into one clean water system. It will provide new habitat for flora and fauna. Additionally, people from all avenues of Nashville-- the tourist, the resident, the event seeker, the boater, the recreational enthusiast, the people-watcher will have something here they can enjoy.

PAVILIONS AND NABRICO BUILDING

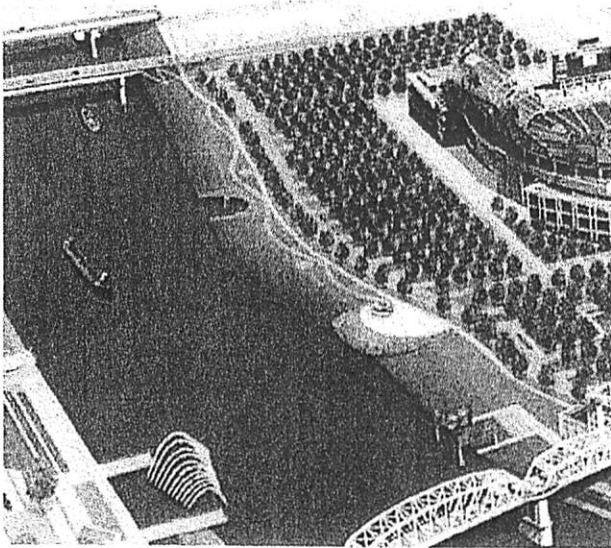
On the east bank just south of the Titan's Stadium, an oval shaped public plaza boats a signature pavilion. The dynamically formed pavilion provides greater views toward downtown. It incorporates shade as well as a raised overlook that could be used for picnics or as a special event destination. The pavilion could be a prototype that repeats itself along the waterfront edge.

The old Nashville Bridge Company Building is a historic piece of Nashville's heritage. Phase I suggests an adaptive reuse of the NABRICO's remaining structure. Its future use could house park facilities, serve as a green way trailhead, incorporate a riverfront restaurant, host an environmental and education center, as well as provide roof deck access and connection to the Shelby Street Bridge. Immediately adjacent the NABRICO building are interpretative gardens and the "Ghost Ballet" art installation that can be seen from across the river.



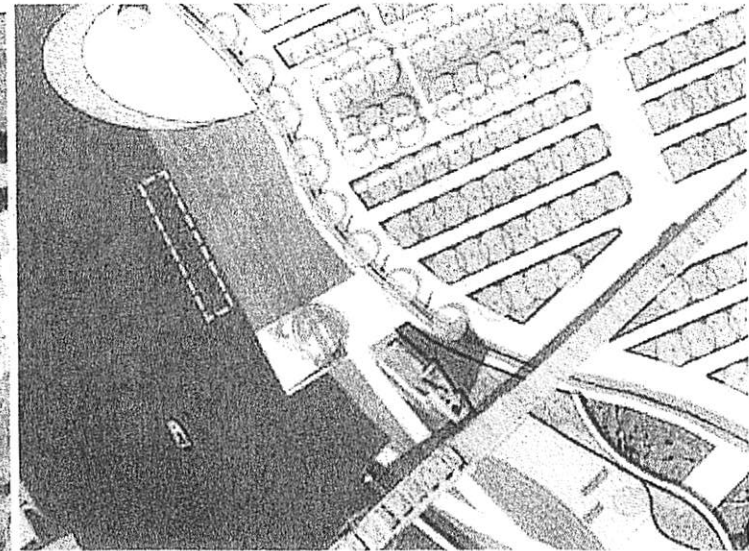
Esplanade, Wetland, Boat Ramp, and Cove

The riverfront in front of the Titans stadium is resculpted to provide open views of the water's edge and downtown. The Esplanade weaves together a series of walks connecting to other Phase I sites. The Esplanade provides additional docking for large riverboats and cruises. A new river ramp underneath the Woodland Street bridge serves as additional boat launching for kayakers and small craft. Further upstream, an additional ramp next to the old barge launching site allows further kayaking. The Esplanade also provides a greater surface area for fishing. The perched wetland between the solid esplanade walk and the winding boardwalk treats stormwater runoff from parking. A historic industrial crane remnant is preserved and a cove is carved out around it for kayakers to explore. At night large light features line the esplanade walk, making it feel safe. Ecological interpretive signage could be incorporated into this site.



RIVER LAWN

Just south of the Pavilion Overlook and due north of the "Ghost Ballet" art installation, a 49,000 square foot sloping lawn provides another venue for performances and events. It can be used in conjunction with Riverfront Park performance docking as well as the new Public Square Amphitheater. This site expands the potential venue locations for events such as River Stages, Dancin' in the District, and the CMA Music Festival, as well as music and other staged events. Unique to the River Lawn location, is the fact that it faces downtown. Performances using this location will be framed by the Nashville skyline in the background. Additionally, ample parking in the Titans stadium and easy road access to the eastern waterfront should make this performance location more appealing to event crews. This area is also an excellent destination for a summer picnic, a nap in the sun. Sounds and views of downtown, softened by the white noise of the Broadway Terminus fountain and the sound of water lapping up against the riverwalk, will soothe the weary worker on a lunch break or the weekend jogger stopping for a quiet moment.



Docks

Through the course of this project we heard much from the public about a lack of downtown docking facilities. This was confirmed by commercial boating groups as well. The some 120,000 tourists that take the General Jackson Sightseeing Cruise each year can't even dock in downtown, due to lack of docking space. Additionally, Gaylord Entertainment's water taxi from downtown to Opryland no longer services Nashville's waterfront. By not providing enough docking for boaters, Nashville is missing the opportunity to capitalize on its aquatic tourism.

In Phase I, we propose relocating some of the existing recreational docks in downtown to a singular new location. Both the Riverfront Park recreational dock and the Titan's recreational dock would be relocated upstream to the eastern shore between the Shelby Street Pedestrian Bridge and the Gateway Bridge. Doing so improves the docking situation by a number of factors. Docks are moved out of the way of the sharp outer turn of the Cumberland, reducing collision potential with barge traffic. The location will be highly visible from both sides of the river, so boater safety will be increased. Park space adjacent to the docking would be highly active year round. The presence of both the boaters and the park users will be mutually beneficial to public safety. Additionally, since the eastern bank's topographic change is less dramatic, ADA access is much more easily obtained. Utility hook ups and gas pumps can easily be added without conflicting with the existing congestion of Riverfront Park. These docks are ideal for boaters coming from upstream or downstream and spending the night or weekend in Nashville, as well as commercial cruises or water taxis that want to stop in downtown. The new transit loops would connect these docks to 2nd Ave, 1st Ave, Broadway, and Germantown. The water surface between the docks and the edge of bank would have floating wetlands to improve water quality and provide additional habitat for fish and other aquatic species. An additional 2,398 linear feet of transient boat docking can occur in Phase I along the western shore's new floating walkway.

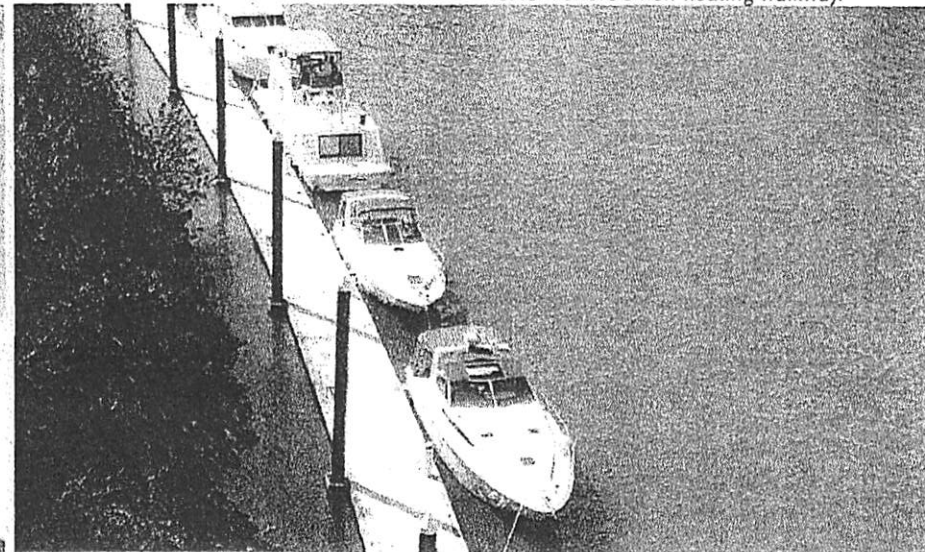
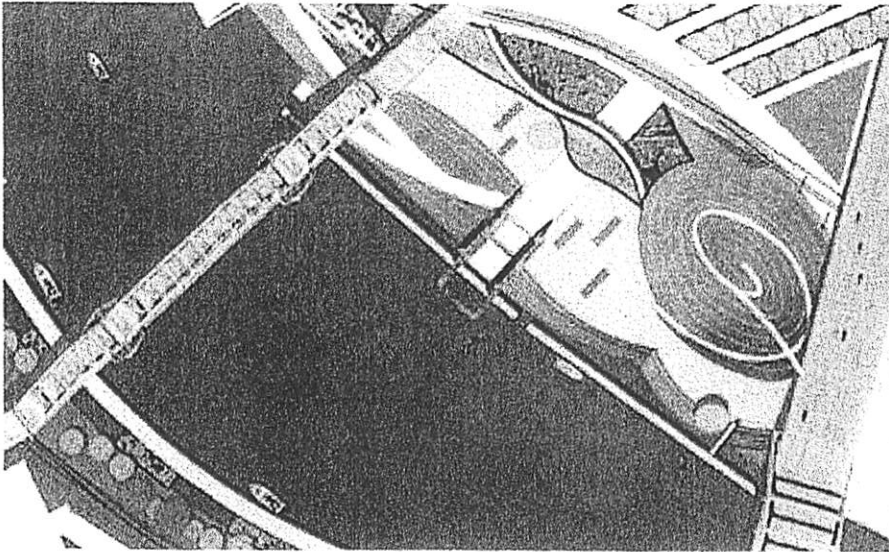
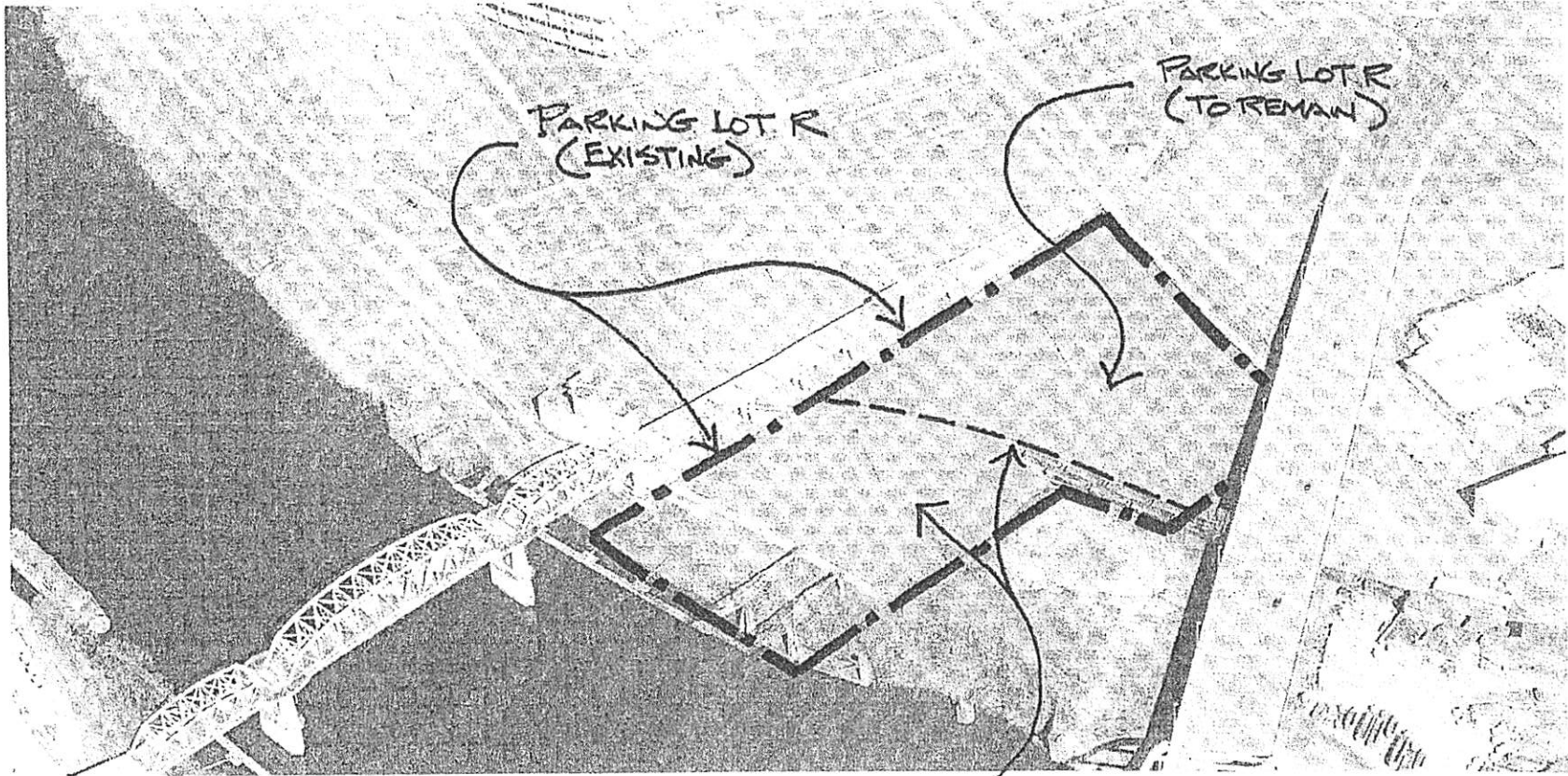


EXHIBIT B

(Adventure Play Park Tract)

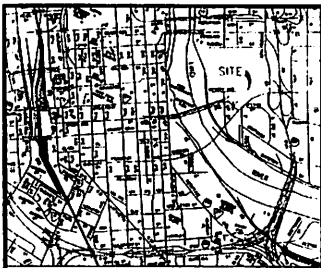


ADVENTURE PLAY PARK TRACT

EXHIBIT C

(Replacement Tracts)

AREA= 82,769 SQ. FT., OR 1.90 ACRES +/-



SOUTH 1ST STREET CLOSED BY METRO COUACE BILL NO 099-074. EASEMENTS WERE ABANDONED.

(66)
METRO GOV'T SP SPORTS AUTHORITY
BOOK 11619, PAGE 509, R.O.D.C.

(8)
PHASE TWO SUBDIVISION PLAT
TENNESSEE NFL STADIUM
PLAT BOOK 9700, PAGE 986, R.O.D.C.

VICTORY AVENUE (70' R.O.W.)

(71)
METRO GOV'T SP SPORTS AUTHORITY
BOOK 11634, PAGE 297, R.O.D.C.

(12)
PHASE TWO SUBDIVISION PLAT
TENNESSEE NFL STADIUM
PLAT BOOK 9700, PAGE 988, R.O.D.C.

(115)
METRO GOV'T SP SPORTS AUTHORITY
BOOK 11634, PAGE 297, R.O.D.C.

(13)
PHASE TWO SUBDIVISION PLAT
TENNESSEE NFL STADIUM
PLAT BOOK 9700, PAGE 986, R.O.D.C.

SHELBY AVENUE (60' R.O.W.)

(146)
METRO GOV'T SP SPORTS AUTHORITY
BOOK 11634, PAGE 297, R.O.D.C.

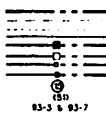
(14)
PHASE TWO SUBDIVISION PLAT
TENNESSEE NFL STADIUM
PLAT BOOK 9700, PAGE 986, R.O.D.C.



NOTE: FOR ROAD CLOSER PURPOSES ONLY

LEGEND

Property ownership boundary
Building setback line
Easement
Lot line
Iron Pipe (IP)
Iron Pipe (IP)
Iron Pipe (IP)
Lot number
Property map parcel number
Partials to property map



83-3 & 93-7

NOTES

1. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE RIGHT-OF-WAY ABANDONED BY COUACE BILL NO. 099-074 WITH PARCEL 51 AND USE PORTIONS OF NEW PARCEL FOR PARKING FOR METRO AND SPORTS AUTHORITY.
2. THIS SURVEY MEETS THE REQUIREMENTS OF AN URBAN LAND SURVEY CATEGORY "1" WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 1:1000 AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.
3. BEARING SHOWN BASED ON UNADJUSTED STATE PLANT COORDINATE SYSTEM MADE.
4. PROPERTY IS ZONED "U4" (URBAN USE INTENSIVE) IN THE U20 URBAN ZONING OVERLAY.
5. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO 47037C0217, DATED APRIL 20, 2001 ZONE "X".
6. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON WERE TAKEN FROM FIELD LOCATIONS OF VISIBLE ABOVE-GROUND STRUCTURES AND INSTRUMENT (UTILITY) MAPS AND ARE APPROXIMATE ONLY. UTILITIES SHOULD BE FIELD VERIFIED BY THE PROPER UTILITY AUTHORITY HAVING JURISDICTION PRIOR TO ANY EXCAVATION.

7. ANY EXCAVATION, GRADING, FILL, OR ANY OTHER DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER DRAINAGE ORDINANCE NO 28-840 AND BE APPROVED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS.

8. THE RECORDING OF THIS PLAT VOUCHES, VOUCHES AND SUPERSEDES THE RECORDING OF TENNESSEE NFL STADIUM PHASE 2 RESUB OF RECORD INSTRUMENT NO 2003032800406, 9/0/03.

9. NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNLESS STREET NAME SIGNS ARE INSTALLED AND VERIFIED BY THE DEPARTMENT OF TRAFFIC AND PARKING ON ALLY STREETS ON WHICH THE LOT DEPENDS FOR ACCESS.

10. THE REQUIREMENTS OF ORDINANCE 08-142 WILL APPLY TO THE RECORDING OF THIS SUBDIVISION PLAT.

11. A PUBLIC UTILITY EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET PORTIONS OF WAY SHALL HEREBY BE MADE A PART OF THIS RECORDING.

12. CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY (20') FEET, THE EASEMENT DEPTH SHALL BE REDUCED ACCORDINGLY.



OWNER'S CERTIFICATE

(I/WE) HEREBY CERTIFY THAT I/AM (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS EVIDENCED IN BOOK XXX, PAGE XXX, R.O.D.C. TENNESSEE, AND ADOPT THE PLAN OF SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT OR LOTS AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED OR CHANGED SO AS TO PRODUCE LESS AREA THAN HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO CONDITION SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN PRESCRIBED BY THE RESTRICTIVE COVENANT AS OF RECORD IN BOOK XXX, PAGE XXX, R.O.D.C., TENNESSEE, RUNNING WITH THE TITLE TO THE PROPERTY.

NAME: _____
BY: _____ DATE: _____
PRINTED NAME: _____

SURVEYOR'S CERTIFICATE

(I/WE) HEREBY CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY HAVING AN UNADJUSTED RATIO OF PRECISION OF 1:1000 AND IS TRUE AND CORRECT. APPROVED MONUMENTS HAVE BEEN PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES AND RADIAL TO A STREET UNLESS OTHERWISE NOTED.

BARCE, WAGGONER, SUMNER AND CANNON, INC.
NASHVILLE, TENNESSEE

BY: *David J. Homan* DATE: *January 13, 2010*
TECH. LIC. NO. *2431*

COMMISSIONER'S APPROVAL

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

BY: _____ SECRETARY _____ DATE: _____
SUBDIVISION NO. _____
PART OF MASTER PLAN NO. _____

DEVELOPMENT SUMMARY

NASHVILLE, TENNESSEE,
URBAN SERVICES DISTRICT
SIXTH COUNCILMANIC DISTRICT

OWNER:
METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY
222 3RD AVE. SOUTH
NASHVILLE, TN 37201

TENNESSEE NFL STADIUM
RESUBDIVISION TO PHASE 2 LOT 12 AND
RESUBDIVISION TO RESUBDIVISION
OF PHASE 2 LOT 15
ZONING: RECLASSIFIED USE, INTENSIVE)
OU-U20, URBAN ZONING OVERLAY

SUBDIVISION NUMBER: _____
PLAT PREPARED ON JANUARY 11, 2010
REVISED

SCALE: 1" = 50'

SHEET 1 OF 1

SURVEYOR:
JUDY L. JUDSON, P.L.S.
BARCE, WAGGONER, SUMNER & CANNON, INC.
614 4TH AVENUE SOUTH
NASHVILLE, TENNESSEE 37203
PHONE: (615) 251-1552
FAX: (615) 256-3661

THIS PROPERTY IS LOCATED IN ZONE "X" ACCORDING
FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL
NUMBER 47037C0217, DATED APRIL 20, 2001

RECORD



RESUBDIVISION TO PHASE 2 LOT 12
AND
RESUBDIVISION TO RESUBDIVISION
OF PHASE 2 LOT 15
**TENNESSEE NFL STADIUM
EAST BANK REDEVELOPMENT PLAN**
ORDINANCE NO. 096-163

FIRST CIVIL DISTRICT
SIXTH COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

OWNER:
METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY
222 3RD AVE. SOUTH
NASHVILLE, TN 37201

SURVEYOR:
BARCE, WAGGONER, SUMNER & CANNON, INC.
814 4TH AVENUE SOUTH
NASHVILLE, TENNESSEE 37210
(615) 254-1500

FILE NO 34070-11 DATE: 1-11-10

EXHIBIT D

(Replacement Parking Improvements)

ATTACHMENT 1

FORM OF RIVERFRONT USE RESTRICTIONS

This Instrument Prepared by:
Waller Lansden Dortch & Davis
A Professional Limited Liability Company
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760

DECLARATION OF RIVERFRONT USE RESTRICTIONS

THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and body corporate and politic organized and existing in accordance with the provisions of Section 13-20-101, *et seq.*, Tennessee Code Annotated (the "Declarant"), the owner of the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), hereby covenants and declares the following in accordance with the terms of that certain Riverfront Development Agreement, dated effective as of _____, 2010, among Declarant, The Sports Authority of The Metropolitan Government of Nashville and Davidson County, (the "Sports Authority"), and Cumberland Stadium, L.P. ("Cumberland"), as such Riverfront Development Agreement has heretofore been amended:

1. Throughout the term of the Stadium Lease, dated as of May 14, 1996, between the Sports Authority and Cumberland, as such Stadium Lease has heretofore been or may hereafter be amended, supplemented, extended or replaced (as so amended, supplemented, extended or replaced, the "Stadium Lease") (a) the Property shall be used solely for the construction, use and maintenance of a municipal park for the use and enjoyment of the public, and (b) no portion of the Property shall be used for commercial or industrial uses. Notwithstanding the foregoing, the building known as the "NaBriCo Building", as the same exists as of the date hereof, and located on the property described or depicted on Exhibit B attached hereto and incorporated herein by this reference, may be used for restaurants, educational purposes, museums, offices, displays of public art, or any such other commercial use that complies in all respects with the provisions of paragraph 2 of that certain Declaration of Use Restrictions of record in Book 11634, page 290, Register's Office for Davidson County, Tennessee (the "Existing Use Restrictions").

2. Throughout the term of the Stadium Lease, the Property and all buildings, structures, driveways, parking areas, landscaping and other improvements from time to time located thereon shall be maintained in a clean and safe condition, and in a manner consistent with the requirements for the maintenance of the Stadium and the Stadium Site (as such terms are defined in the Stadium Lease) as set forth in the Stadium Lease.

The foregoing restrictions and covenants shall run with the land and shall be binding on Declarant and all subsequent owners of the Property (or any portion thereof) and shall inure to the benefit of and be enforceable by Cumberland, its successors and assigns. In the event of any conflict or inconsistency between these Riverfront Development Use Restrictions and the Existing Use Restrictions, these Riverfront Development Use Restrictions shall control. The foregoing covenants and restrictions may not be modified or amended except by a recorded instrument signed by Declarant and Cumberland, or their respective successors or assigns, and shall not be extinguished by merger of title or otherwise.

IN WITNESS WHEREOF, Declarant has set its hand as of the day and year set for the below.

Dated: _____

DECLARANT:

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Phil Ryan, Executive Director

APPROVED AS TO
FORM AND LEGALITY

MDHA Attorney

STATE OF TENNESSEE

SS.

COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the Executive Director, of the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY by himself as Executive Director.

Witness my hand, at office, this ____ day of _____, 2010.

Notary Public

My Commission Expires:

EXHIBIT A

Description of the Property

Certain tracts or parcels of land located in Nashville, Davidson County, Tennessee, described as follows, to wit:

Land in the First Civil District, City of Nashville, County of Davidson, State of Tennessee, being Lot Nos. 1, 6 and 7, as shown on the plan of PHASE TWO SUBDIVISION PLAT, TENNESSEE NFL STADIUM, EAST BANK REDEVELOPMENT PLAN, as of record in Plat Book 9700, Page 986 and 987, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description, and a portion of Lot No. 14 on such plat **as shown on Exhibit B to the Riverfront Development Agreement [specific description to be provided prior to closing]**.

Being Metro Map and Parcel nos.: 93-2, (67), 93-7, (22), 93-2, (106), and 93-7, (46).

EXHIBIT B

Description of the NaBriCo Building

[Specific description to be provided prior to recordation]

ATTACHMENT 2

FORM OF AMENDMENT No. 5 TO STADIUM LEASE

Attachment 2 to Riverfront Development Agreement

AMENDMENT NO. 5 TO STADIUM LEASE

This Amendment No. 5 to Stadium Lease (this "**Amendment**") is entered into as of _____, 20__, by and between The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a Tennessee public, nonprofit corporation created pursuant to the Tennessee Sports Authority Act of 1993 ("**Lessor**"), and Cumberland Stadium, Inc., a Delaware corporation and the successor to Cumberland Stadium, L.P. ("**Lessee**").

RECITALS

WHEREAS, the parties hereto have heretofore entered into that certain Stadium Lease, dated as of May 14, 1996, as amended by Amendment No. 1 to Stadium Lease, dated as of April 16, 1997, Amendment No. 2 to Stadium Lease, dated as of May 27, 1997, Amendment No. 3 to Stadium Lease, dated as of May 21, 1999, and Amendment No. 4 to Stadium Lease, dated as of October 15, 1999 (said Stadium Lease, as heretofore so amended, being herein called the "**Stadium Lease**"); and

WHEREAS, Lessor, Lessee and Metropolitan Development Housing Authority, a public body and body corporate and politic organized and existing in accordance with the provisions of Section 13-20-101, *et seq.*, Tennessee Code Annotated ("**MDHA**") have heretofore entered into that certain Riverfront Development Agreement, dated as of _____, 2010 (such agreement, as heretofore or hereafter amended, the "**Riverfront Development Agreement**");

WHEREAS, the parties hereto desire to amend and reach agreement with respect to certain aspects of the Stadium Lease, as contemplated by the Riverfront Development Agreement;

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

**ARTICLE 1.
DEFINITIONS**

1.1 Certain Definitions. The following terms shall have the indicated meanings for the purposes of this Amendment:

“Amendment” – Introductory paragraph.

“Lessee” – Introductory paragraph.

“Lessor” – Introductory paragraph.

“Riverfront Development Agreement” – Recitals.

“Stadium Lease” – Recitals.

1.2 Other Definitions. Capitalized terms that are used but not defined in this Amendment shall have the meanings set forth in the Stadium Lease.

**ARTICLE 2.
AMENDMENTS AND AGREEMENTS**

2.1 Certain Amendments. The Stadium Lease is hereby amended in the following respects:

(a) The term “Stadium Site” (as defined in Annex I to the Stadium Lease) is hereby modified and amended as follows:

(i) The real property described in Exhibit A to this Amendment is hereby released from, and is no longer subject to the leasehold estate created under, the Stadium Lease and is no longer a portion of the Stadium Site; and

(ii) The real property described in Exhibit B to this Amendment is hereby added to the real property subject to the leasehold estate created under the Stadium Lease and is now a portion of the Stadium Site.

(b) The parties acknowledge and agree that any grass (or other plant) surfacing used for any parking spaces located on the Stadium Site as contemplated by the Riverfront Development Agreement (or otherwise) are considered a portion of the “Green Areas” as defined in the Stadium Lease.

(c) The parties agree that regardless of whether any portion of the property described or depicted on Exhibit C to this Amendment is used exclusively for parking, no portion of the property described or depicted in such Exhibit C may be made available to Lessor or any other Person acting by, through or under Lessor

as a Development Tract as contemplated by Section 7.4(b) or any other provision of the Stadium Lease. The language of this paragraph (c), however, shall not be interpreted to preclude Lessor or any Person acting by, through or under Lessor from installing a grass parking surface or a pervious pavement parking surface or similar surface materials in the parking lots located within the area described or depicted on Exhibit C to this Amendment or from replacing existing parking lot surfaces within this area with such alternative surfaces, all of which is subject in all respects to the rights of Lessee under the Stadium Lease and the terms of the Riverfront Development Agreement.

(d) Lessor agrees to set aside and restrict from any future development the portion of the Stadium Site described or depicted in Exhibit D to this Amendment, it being the intent of Lessor and Lessee that such portion of the Stadium Site may be made available to Lessee for development as approved by Lessor.

ARTICLE 3. STATUS OF STADIUM LEASE

3.1 Full Force and Effect. Except as otherwise specifically set forth in this Amendment, the Stadium Lease remains in full force and effect, without modification, amendment or change.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to Stadium Lease as of the date first written above.

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

ATTEST: _____
[_____]
Secretary

By: _____
[_____]
Chair

CUMBERLAND STADIUM, INC.

By: _____
Steve Underwood
Senior Executive Vice President,
Chief Operating Officer and
General Counsel

Exhibit A

See Exhibit B to Riverfront Development Agreement.

**Specific description of property to be
provided prior to execution.**

Exhibit B

See Exhibit C to Riverfront Development Agreement.

**Specific description of property to be
provided prior to execution.**

Exhibit C

Non Development Tract

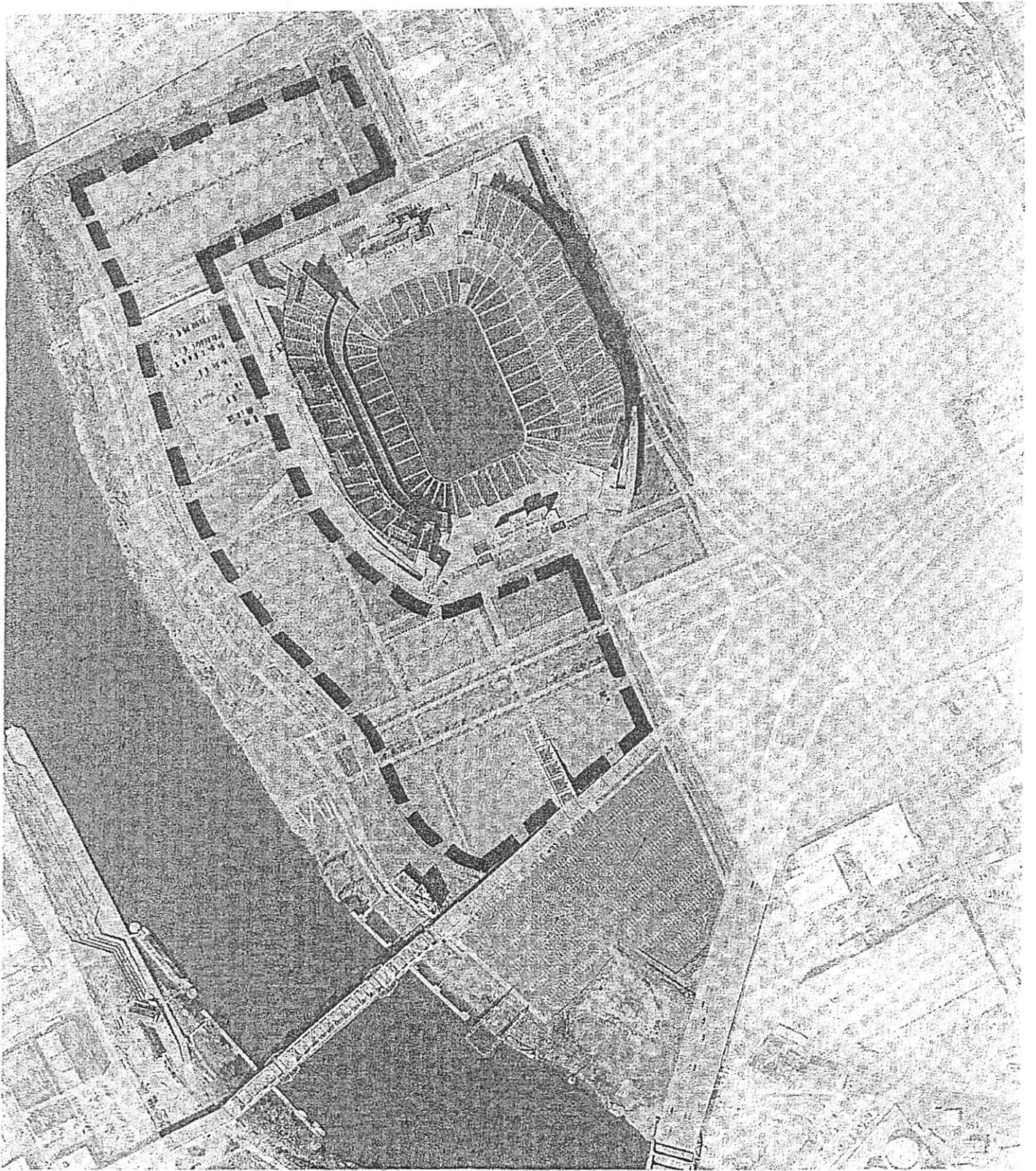
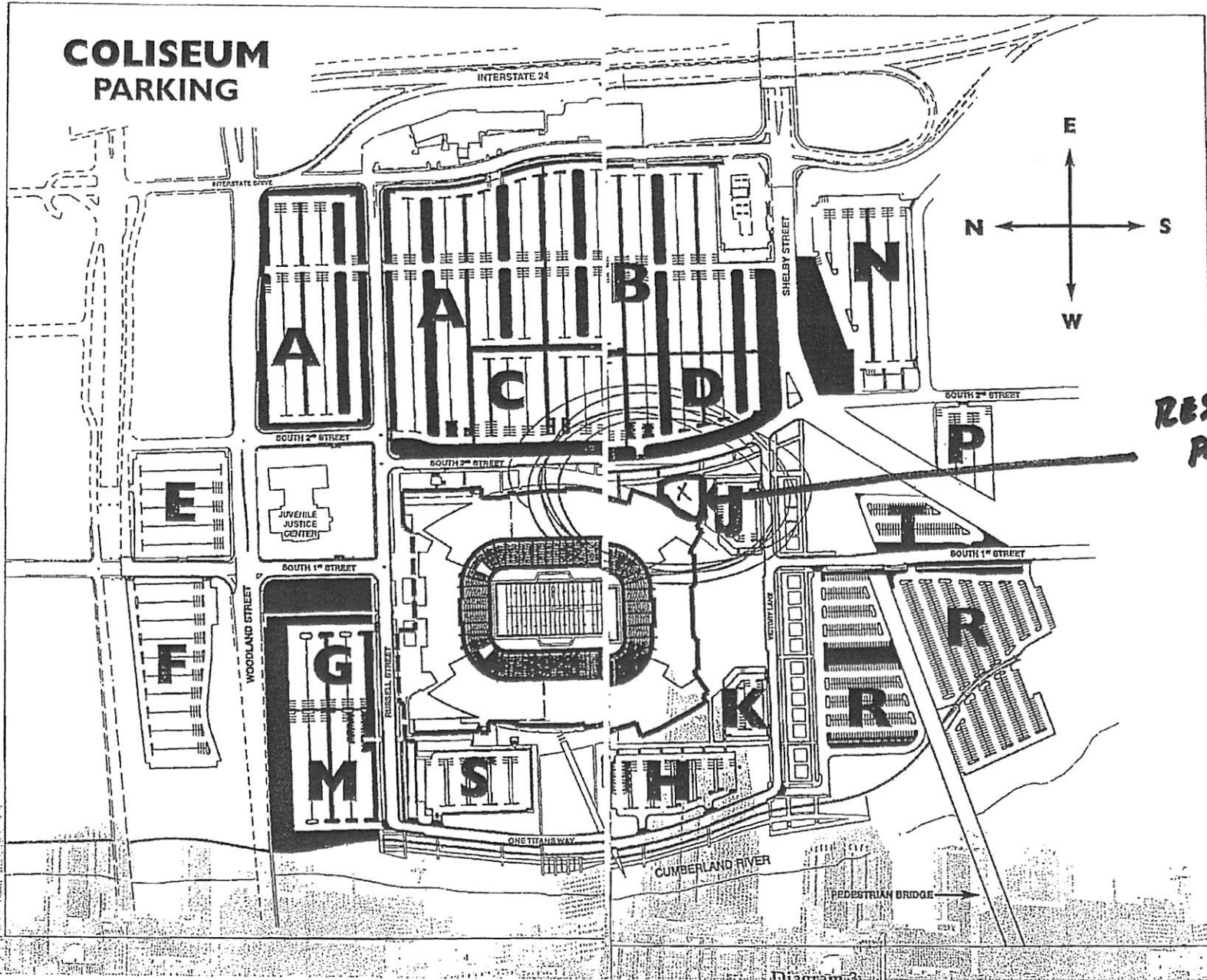


Exhibit D

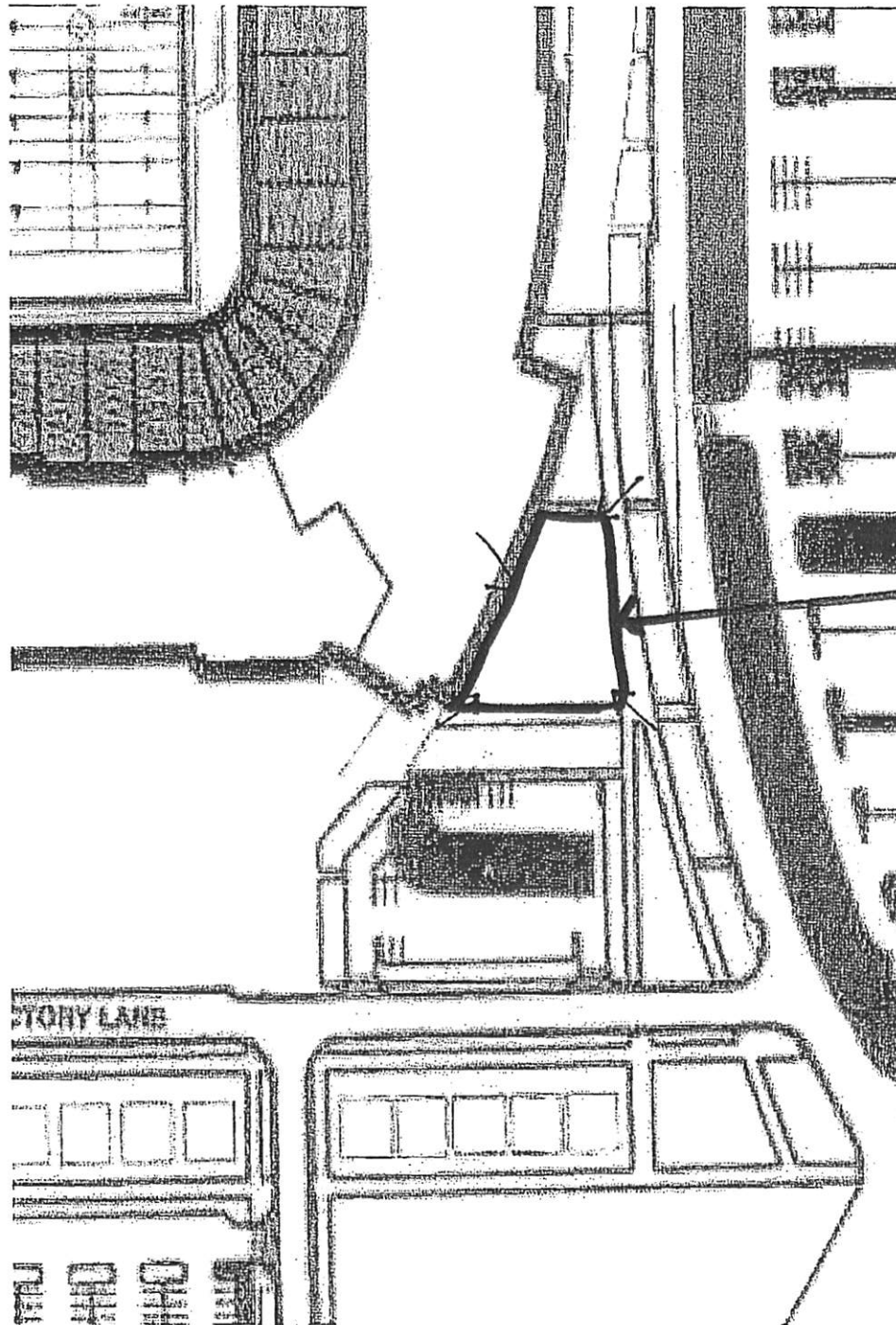
Reserved Area

COLISEUM PARKING



RESERVED
AREA

Parking



Reserved
Area

STORY LANE