

AMENDMENT NO. 6 TO STADIUM LEASE

This Amendment No. 6 to Stadium Lease (this "*Amendment*") is entered into as of January 19, 2018, 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, Amendment No. 4 to Stadium Lease, dated as of October 15, 1999, and Amendment No. 5 to Stadium Lease, dated as of October 19, 2010 (said Stadium Lease, as heretofore so amended, being herein called the "*Stadium Lease*"); and

WHEREAS, the parties hereto desire to amend and reach agreement with respect to certain aspects of the Stadium Lease.

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.

"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) Section 3.1 is hereby amended by adding the following as clause (e) of such section:

“(e) In addition to the rights set forth in Sections 3.1(a) and (b), if the Facilities are chosen to host World Cup Games, Lessee shall have the exclusive right to possess and use the Facilities at all times that Lessee is required to make the Facilities available to the U.S. Soccer Federation, FIFA or their applicable affiliates on an exclusive basis pursuant to the terms and provisions of the FIFA Stadium Agreement.”

(b) Section 7.1 is hereby amended by (i) deleting the word “and” before clause (g) of such section and (ii) inserting the following after clause (g) of such section: “; and (h) if the Facilities are chosen to host World Cup Games, all FIFA Expenses”.

(c) Section 7.3 is hereby amended as follows:

(i) by deleting the title of such section and replacing it with the following: “7.3 Capital Fund and FIFA Fund.”; and

(ii) by inserting the following before the existing text of such section: “(a) *Capital Projects; Capital Fund.*”; and

(iii) by adding the following as clause (b) to such section:

“(b) *FIFA Fund.*”

(i) In accordance with Section 7.1(h), Lessor shall cause all FIFA Expenses to be borne by Lessor.

(ii) Lessor shall establish and maintain for the sole benefit of Lessee a segregated account (the “*FIFA Fund*”), the purpose of which shall be to accumulate funds for the payment of FIFA Expenses for which Lessor is financially responsible under this Lease. The funds in the FIFA Fund shall be invested only in Permitted Investments. All funds in the FIFA Fund shall be the property of Lessor. Funds deposited in the FIFA Fund may be used only to pay FIFA Expenses. Lessor agrees to contribute \$250,000 to the FIFA Fund on or before each of the following dates: July 15, 2021, July 15, 2022, July 15, 2023 and July 15, 2024. Notwithstanding

anything in this Lease to the contrary, Lessor's financial responsibility with respect to FIFA Expenses shall not be limited to funds in the FIFA Fund.

(iii) From time to time during the Operating Period, Lessee may (and Lessor shall take such action as is necessary to permit Lessee to) present Lessor with a certificate (a "*FIFA Certificate*") of the nature described below in this Section 7.3(b)(iii) and the supporting documentation described below and promptly thereafter, Lessor shall draw against the FIFA Fund and reimburse Lessee for FIFA Expenses incurred by Lessee and described in such FIFA Certificate. Simultaneously with submitting a FIFA Certificate, Lessee shall furnish Lessor with the following: (A) a statement certified by an authorized representative of Lessee confirming that the FIFA Expenses for which Lessee seeks reimbursement (I) have not been previously reimbursed under this Section 7.3(b) as of the date of such FIFA Certificate and (II) are FIFA Expenses, and (B) such invoices, receipts or other documentation that evidence Lessee's incurrence of such FIFA Expenses.

(iv) If and to the extent funds in the FIFA Fund are insufficient to cover all or a portion of the FIFA Expenses, Lessee may submit to Lessor an invoice requesting reimbursement of such expenses (a "*FIFA Reimbursement Request*"). All FIFA Expenses payable by Lessor pursuant to a FIFA Reimbursement Request shall be due and payable to Lessee no later than one hundred twenty (120) days after Lessor's receipt of such FIFA Reimbursement Request.

(v) If Lessee is reimbursed for FIFA Expenses pursuant to this Agreement and FIFA, the U.S. Soccer Federation or its applicable Affiliates subsequently reimburse Lessee for such expenses, then to the extent of such reimbursement from FIFA, the U.S. Soccer Federation or their Affiliates, Lessee will promptly repay such amount to Lessor.

(vi) The provisions of this Section 7.3(b) shall not become operative unless and until the Facilities are chosen to host World Cup Games.

(d) Annex I to the Stadium Lease is hereby amended as follows:

(i) The following definitions are hereby added in applicable alphabetical order:

"FIFA" shall mean Fédération Internationale de Football Association, Zurich, Switzerland.

"FIFA Certificate" - Section 7.3(b)(iii).

"FIFA Fund" - Section 7.3(b)(ii).

"FIFA Expense" shall mean all expenses incurred by Lessee or any of its Affiliates with respect to (a) the FIFA Stadium Agreement, (b) Lessee's compliance with its obligations resulting from or in connection with the FIFA Stadium Agreement, (c) Lessee's compliance with any requirements or specifications of FIFA, the U.S. Soccer Federation or their applicable affiliates, or (d) the use of the Facilities and the Stadium Equipment in connection with the 2026 FIFA World Cup, regardless of whether such expenses are capital or operating expenses under applicable financial accounting standards, and including any expenses related to any interruption, rescheduling or cancellation of or modifications to events which are normally held at the Facilities. Notwithstanding the foregoing, to the extent CSI or its Affiliates is reimbursed by FIFA, the U.S. Soccer Federation or their applicable Affiliates for any of the expenses describe in the preceding sentence, whether as part of the Rental Fee paid to CSI or its Affiliates pursuant to the FIFA Stadium Agreement or otherwise, such reimbursed amounts shall not be considered FIFA Expenses.

"FIFA Reimbursement Request" - Section 7.3(b)(iv).

"FIFA Stadium Agreement" shall mean that certain Stadium Agreement, by and between Lessee and the U.S. Soccer Federation, executed by Lessee and submitted to the U.S. Soccer Federation.

"U.S. Soccer Federation" means United States Soccer Federation, Inc.

"World Cup Games" means any soccer game that are designated by FIFA, the U.S. Soccer Federation or their applicable Affiliates to be played at the Facilities in accordance with the FIFA Stadium Agreement.

(ii) The definition of the term "Capital Fund" is hereby amended by deleting the definition and replacing it with the following:


"Capital Fund" - Section 7.3(a).


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. 6 to Stadium Lease as of the date first written above.

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

By: 
Kim Atkins, Chair

ATTEST: 
Name: Cathy L. Bender
Title: Vice-Chair

CUMBERLAND STADIUM, INC.

By: 
Steve Underwood, President