

AMENDMENT NO. 2 TO STADIUM LEASE

This Amendment No. 2 to Stadium Lease (this "*Amendment*") is entered into as of May 21, 1997, 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, L.P., a Tennessee limited partnership ("*Lessee*").

RECITALS

WHEREAS, the parties hereto have heretofore entered into that certain Stadium Lease, dated May 14, 1996, as amended by Amendment No. 1 to Stadium Lease, dated April 16, 1997 (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.

"Lessor to Comptroller Notice" - Section 2.1.

"Lessor to Lessee Notice" - Section 2.1.

"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) A new Section 3.8 is hereby added to the Stadium Lease, as follows:

3.8 Certain State Notification Requirements.

(a) If (i) Lessor delivers a notice (the "*Lessor to Lessee Notice*") to Lessee of Lessor's intent to conduct a Civic Event at the Facilities, and (ii) a proposed sponsor or beneficiary of, or a proposed participant in, such Civic Event is a State Entity, Lessor will also notify (the "*Lessor to Comptroller Notice*") the Comptroller of such proposed Civic Event in accordance with the requirements of Section 3.8(c). Furthermore, promptly after receipt of the Lessor to Lessee Notice, Lessee will notify the Comptroller of such proposed Civic Event in accordance with the requirements of Section 3.8(c) if (A) Lessee then has knowledge that a proposed sponsor or beneficiary of, or a proposed participant in, such Civic Event is a State Entity and (B) Lessee then has knowledge that the Lessor to Comptroller Notice has not then been provided as required by the first sentence of this Section 3.8(a).

(b) If Lessee intends to conduct a Lessee Event at the Facilities and Lessee has knowledge that a proposed sponsor or beneficiary of, or a proposed participant in, such Lessee Event is a State Entity, Lessee will notify the Comptroller of such proposed Lessee Event in accordance with the requirements of Section 3.8(c). Lessee will give such notice to the Comptroller not less than 15 days before entering into any binding agreements with any State Entity that is a sponsor or beneficiary of, or a participant in, such Lessee Event; provided, however, that Buyer shall not be deemed to be in breach of this Section 3.8(b) if Buyer enters into a binding agreement with a Person regarding its sponsorship of, its being a beneficiary of, or its participation in a Lessee Event without first notifying the Comptroller if, at the time of Lessee's execution and delivery of such agreement, Lessee does not have knowledge that such Person is a State Entity.

(c) All notices given to the Comptroller pursuant to this Section 3.8 shall be governed by the provisions of Section 16.1 and shall be addressed or

telecopied as follows (or to such other address as the Comptroller shall designate to the parties hereto in accordance with Section 16.1):

Comptroller of the Treasury
State Capitol
First Floor
Nashville, TN 37243-0206
Telecopy No.: (615) 741-7328

with a copy to:

Attorney General and Reporter for the
State of Tennessee
500 Charlotte Avenue
Nashville, TN 37243-0497
Telecopy No.: (615) 741-2009

(d) For purposes of this Section 3.8, the term "knowledge" of Lessee shall mean the actual knowledge of the Chairman, Chief Executive Officer, President, any Vice President or the stadium manager of the general partner of Lessee.

(b) Section 14.1 of the Stadium Lease is hereby amended by inserting the following at the end of such Section:

Notwithstanding the foregoing provisions of this Section 14.1, the insurance required under Sections 14.1(c), (e), (f) and (g) with respect to TSU Home Games shall be that insurance required under the terms of the TSU Agreement.

(c) Annex I to the Stadium Lease is hereby amended by adding the following definitions in applicable alphabetical order:

"Comptroller" shall mean the Comptroller of the State.

"Lessor to Comptroller Notice" - Section 3.8(a).

"Lessor to Lessee Notice" - Section 3.8(a).

"State Entity" shall mean the State, including, without limitation, any agency, board, commission or department thereof, and any college or university operated under the authority of the Tennessee Higher Education Commission, the Tennessee Board of Regents or the University of Tennessee System; provided, however, that the term "State Entity" shall

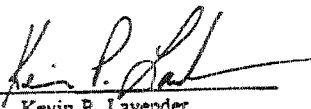
not include any other political subdivision of the State, including, without limitation, any county, city, town, metropolitan government or school district, or any agency, board, commission or department of any such political subdivision or any Person organized under any such political subdivision.

**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 as of the date first set forth above.

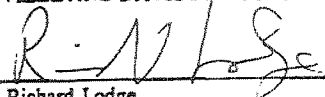
ATTEST:



Kevin P. Lavender
Secretary

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

By:



Richard Lodge
Chair

CUMBERLAND STADIUM, L.P.

By: Cumberland Stadium
Management, Inc.,
General Partner

By:



Steve Underwood
Vice President