

## AMENDMENT NO. 3 TO STADIUM LEASE

This Amendment No. 3 to Stadium Lease (this "*Amendment*") is entered into as of May 21, 1999, 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, and Amendment No. 2 to Stadium Lease, dated May 27, 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.

"*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) Annex I to the Stadium Lease is hereby amended as follows:

(i) The definitions of the terms "PSL Revenues Collection Date" and "PSL Revenues Determination Date" are hereby amended by deleting such definitions and replacing them with the following:

*"PSL Revenues Collection Date"* shall mean the date on which the amount of Net PSL Funds equals \$71.0 million.

*"PSL Revenues Determination Date"* shall mean the earlier of (a) the date on which the amount of Net PSL Funds equals \$71.0 million, and (b) January 31, 2000.


**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.

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

By:   
Richard Lodge, Chair

ATTEST:  
By:   
Kevin P. Lavender, Secretary

CUMBERLAND STADIUM, L.P.

By: Cumberland Stadium Management, Inc.,  
General Partner

By:   
Steve Underwood  
Vice President & General Counsel