

## AMENDMENT NO. 5 TO STADIUM LEASE

This Amendment No. 5 to Stadium Lease (this "*Amendment*") is entered into as of ~~September 19~~, 2010, 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 February 12, 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 I. 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: *Cathy Bender-Jackson* By: *W. D. Elliott*  
*Cathy Bender-Jackson* *W. D. Elliott*  
Secretary Chair

CUMBERLAND STADIUM, INC.

By:   
K.S. Adams, Jr., President

Exhibit A

Description of Adventure Play Park Tract

BEING LOT 14B AS SHOWN ON THE UNIFIED PLAT OF SUBDIVISION OF LOTS 6, 13 AND 14 OF THE PHASE TWO SUBDIVISION PLAT, TENNESSEE NFL STADIUM, EAST BANK REDEVELOPMENT PLAN, ORDINANCE NO. 096-163, OF RECORD AS INSTRUMENT NO. 20100929-0077565, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

SUBJECT PROPERTY IS ENCUMBERED BY A 25' RAILROAD EASEMENT ON THE NORTH PROPERTY LINE AS OF RECORD IN DEED BOOK 11756, PAGE 902-R.O.D.C., TN.

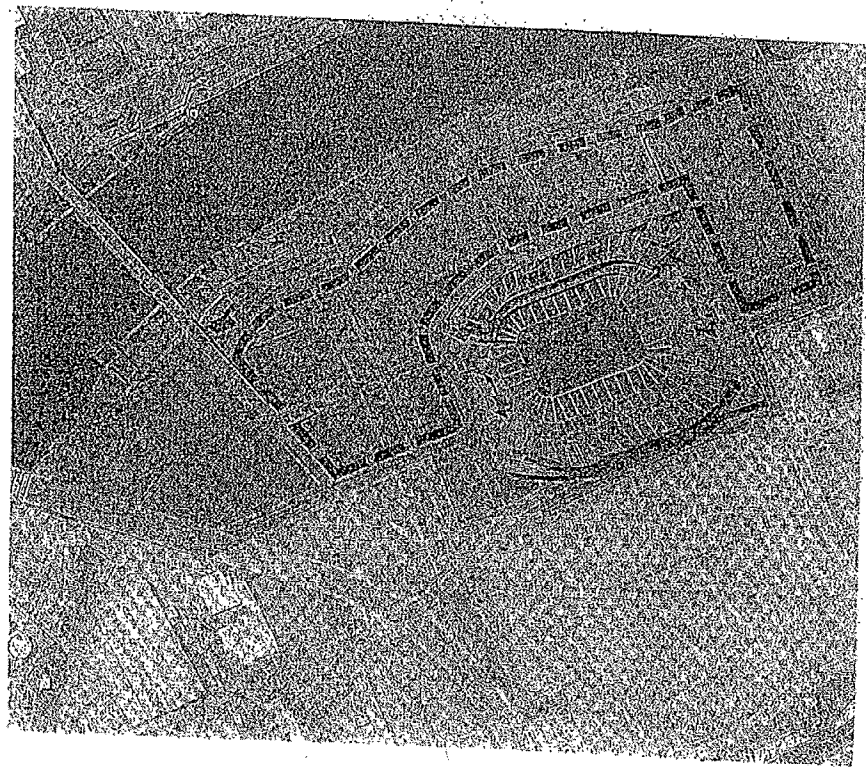
BEING THE SAME PROPERTY CONVEYED TO THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, BY SPECIAL WARRANTY DEED OF RECORD IN INSTRUMENT NO. 20101019-0083718, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Exhibit B

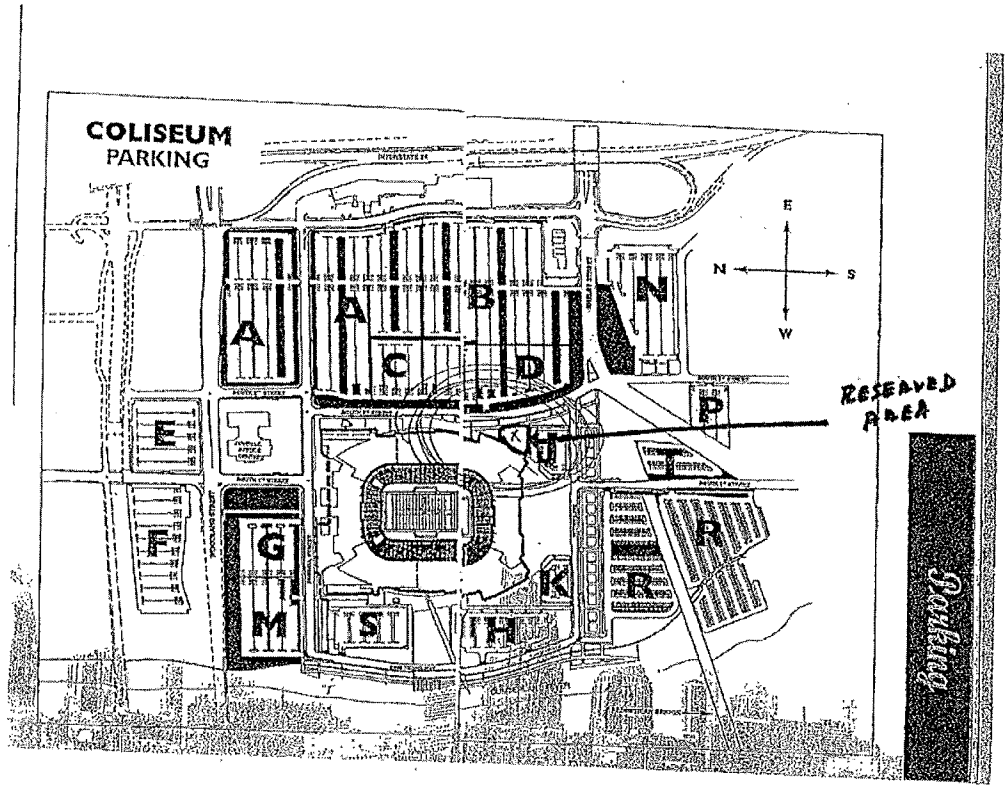
Description of Replacement Tract

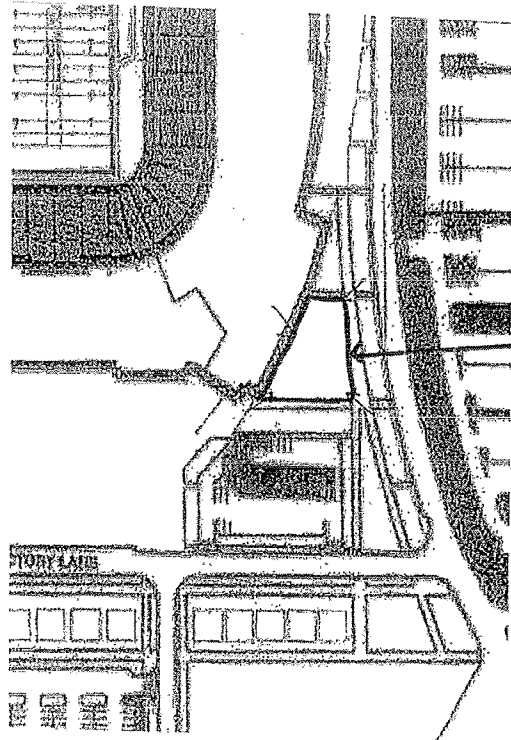
BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT, SIXTH COUNCILMANIC DISTRICT, NASHVILLE, DAVIDSON COUNTY, TENNESSEE. LOCATED TO THE NORTHWEST OF KOREAN VETERANS BOULEVARD, SOUTHWEST OF SOUTH SECOND STREET, SOUTHEAST OF VICTORY AVENUE, AND NORTHEAST OF SOUTH FIRST STREET. BEING LOT 15 IN THE RESUBDIVISION TO PHASE 2 LOT 15 TENNESSEE NFL STADIUM EAST BANK REDEVELOPMENT PLAN ORDINANCE NO. 096-163, OF RECORD IN INSTRUMENT NO. 20100924-0076276, R.O.D.C.,

BEING THE SAME PROPERTY CONVEYED TO THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, BY QUITCLAIM DEED OF RECORD IN INSTRUMENT NO. 20101019-0083716, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.









Reserved  
AREA