

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

This Amendment No. 2 to Development Agreement (this "*Amendment*") is entered into as of the Amendment Effective Date by and among The Metropolitan Government of Nashville and Davidson County (the "*Metropolitan Government*"), 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*"), Houston Oilers, Inc., a Texas corporation (the "*NFL Team Entity*"), and Cumberland Stadium, L.P., a Tennessee limited partnership ("*Cumberland*").

RECITALS

WHEREAS, the Parties have heretofore entered into that certain Development Agreement, dated effective as of March 7, 1996, by and among the Metropolitan Government, the Sports Authority, the NFL Team Entity and Cumberland, as amended by Amendment No. 1 to Development Agreement ("*Amendment No. 1*"), dated effective as of May 22, 1996 (said Development Agreement, as heretofore so amended, being herein called the "*Development Agreement*"); and

WHEREAS, the Parties desire to amend and reach agreement with respect to certain aspects of the 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.

"Amendment Effective Date" - Section 3.1.

"Amendment No. 1" - Recitals.

"Cumberland" - Introductory paragraph.

"Development Agreement" - Recitals.

"Metropolitan Government" - Introductory paragraph.

"NFL Team Entity" - Introductory paragraph.

"Sports Authority" - Introductory paragraph.

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

ARTICLE 2. AMENDMENTS AND AGREEMENTS

2.1 Certain Amendments. The Development Agreement is hereby amended in the following respects:

(a) Annex III to the Development Agreement is hereby deleted and replaced with the form of Annex III attached hereto as Exhibit A.

(b) Sections 2.2(a)(i) and (ii) of the Development Agreement are hereby amended by changing June 15, 1996 (plus the Special Extension Period) to May 1, 1997, and the Special Extension Period shall not apply to such date in either of such Sections.

(c) Section 3.1(b) of the Development Agreement is hereby amended by inserting the words "or Designated Subcontractor" after the words "Project Provider" each time the words "Project Provider" appear in such section, and by inserting the words "and Designated Subcontractors" after the words "Project Providers" each time the words "Project Providers" appear in such section. Section 3.1(b) of the Development Agreement is further amended by deleting the word "increase" in the penultimate sentence thereof and inserting the word "increased" in lieu thereof.

(d) Section 3.1(c) of the Development Agreement is hereby deleted and replaced with the following:

(c) The parties agree that they have approved and initialed the Master Program Schedule for the design, purchase, construction and development of the Facilities. The Parties agree that the applicable periods within which Cumberland is permitted or required to act under the Master Program Schedule will be extended in a reasonable and equitable manner if other relevant

actions permitted or required under such Master Program Schedule that affect the period during which Cumberland is permitted or required to act are taken or performed by any Person other than Cumberland after the date permitted or required in the Master Program Schedule. The Metropolitan Government and Cumberland will cooperate with one another and shall act reasonably and in good faith with the Construction Manager and the Principal Architect to amend and modify the Master Program Schedule as necessary or advisable in the opinion of the Construction Manager, subject, however, to the rights of Cumberland set forth herein. Except as expressly provided herein or in the Master Program Schedule, no amendment, modification or supplement to the Master Program Schedule shall be effective unless it shall have been approved by the Metropolitan Government and Cumberland.

(e) Section 3.3(b) of the Development Agreement is hereby deleted and replaced with the following:

(b) It is contemplated that the Project will be designed and constructed on a "modified fast track" schedule and, therefore, as contemplated by the Master Program Schedule, the Design Development Documents for certain portions of the Project will not be completed prior to the commencement of the preparation of the For Construction Plans and Specifications for certain Work Divisions of the Project, and all of the For Construction Plans and Specifications for all portions of the Project will not be completed prior to the Commencement of the Work. Nevertheless, the Design Development Documents and the For Construction Plans and Specifications will be prepared in parts for the various Work Divisions of the Project, and the Design Development Documents and the For Construction Plans and Specifications for each of the Work Divisions will be produced in a sequence that will insure that no portion of the work with respect to any Work Division will proceed without Design Development Documents and For Construction Plans and Specifications for such Work Division that have been approved (or deemed to have been approved) by Cumberland. Accordingly, the Professional Agreements will require the Principal Architect to prepare working drawings for each of the Work Divisions and make the same available to the Metropolitan Government and Cumberland in a timely manner consistent with the Master Program Schedule.

(f) Section 3.3(c) of the Development Agreement is hereby amended by (i) deleting the word "If" at the beginning of the first sentence of such Section 3.3(c) and replacing it with the following: "Except as contemplated at Section 3.4, if"; and (ii) by adding the following sentence to the end of such section:

If Cumberland and the Metropolitan Government shall have approved the For Construction Plans and Specifications for a Work Division prior to the time that Cumberland and the Metropolitan Government shall have approved either the Design Development Documents or, if applicable, revisions or modifications to the Design Development Documents made in accordance with Section 3.3(e), Cumberland and the Metropolitan Government will agree upon (i) periods following their approval of the Design Development Documents (or such revisions or modifications thereto) within which the Principal Architect shall revise such previously approved For Construction Plans and Specifications to the extent that such previously approved For Construction Plans and Specifications are affected by the Design Development Documents or such revisions or modifications to the Design Development Documents and within which Cumberland shall have the right to request changes to such revised For Construction Plans and Specifications (which periods shall be deemed to be modifications of the Master Program Schedule), and (ii) such modifications to the Master Program Schedule as are necessary or appropriate under the circumstances with respect to the For Construction Plans and Specifications that have not been approved as of such time. If the parties are unable to agree upon such periods or modifications, Cumberland shall be given a reasonable period under the circumstances within which to comment upon the applicable Plans and Specifications.

(g) Section 3.3(d) of the Development Agreement is hereby deleted and replaced with the following:

(d) Within 30 days after the Metropolitan Government and Cumberland shall have approved (or shall be deemed to have approved) the Design Development Documents for the entire Stadium and Stadium Site (including the Riverfront Site), the Metropolitan Government shall cause the Construction Manager to prepare and present to both Parties, in accordance with the Master Program Schedule, a finalized guaranteed maximum price ("GMP") to cause Substantial Completion to occur by the Scheduled Completion Date. In the event that (i) the Construction Manager's proposed GMP (which shall not include the fees and

expenses of the Architects) is within the Budget for construction of the improvements described in Annex X hereto (such portion of the Budget, the "*Construction Budget*"), (ii) the contingency included in the Construction Manager's proposed GMP does not exceed \$8,000,000 (the GMP less the amount of the contingency included in the GMP is referred to herein as the "*Net GMP*"), and (iii) the Construction Manager's proposed GMP guarantees Substantial Completion on or before the Scheduled Completion Date, the Metropolitan Government shall incorporate the Construction Manager's proposed GMP (including the proposed contingency amount) and the Construction Manager's guaranteed date for Substantial Completion into an amendment to the Construction Manager's Professional Agreement, and shall direct both the Principal Architect and the Construction Manager to complete the development and preparation of the For Construction Plans and Specifications in accordance with the Master Program Schedule and to cause Substantial Completion to occur by the Scheduled Completion Date.

(h) Section 3.3(e) of the Development Agreement is hereby deleted and replaced with the following:

(e) In the event that the Construction Manager's proposed GMP exceeds the Construction Budget (or includes a proposed contingency in excess of \$8,000,000), representatives of the Metropolitan Government and Cumberland shall, within the ten days following the Construction Manager's presentation of the GMP (the "*Revision Period*"), confer with the Construction Manager and the Principal Architect in an effort to agree on revisions to the Design Development Documents and the cost of construction of the improvements described in Annex X hereto in order to establish a lower GMP (or a lower contingency). At any time during the Revision Period, the Metropolitan Government shall have the option to increase the Construction Budget to cover the amount by which the Construction Manager's original or revised proposed GMP exceeds the original Construction Budget (or to cover the amount by which the original or revised proposed contingency exceeds \$8,000,000). Upon agreement between the Metropolitan Government and Cumberland by any means contemplated by this Section 3.3(e) that brings the Construction Manager's GMP within the Construction Budget (and/or that brings or keeps the contingency at or below \$8,000,000) and that retains the guarantee of Substantial Completion on or before the Scheduled Completion Date, (i) Cumberland and the Metropolitan

Government shall indicate their approval of the revised Design Development Documents (and, if necessary, the revisions to the Master Program Schedule contemplated by Section 3.3(c)) by initialling them, and (ii) the Metropolitan Government shall incorporate the Construction Manager's proposed GMP (as revised, if applicable, as contemplated by Section 3.3(e)) into the Construction Manager's Professional Agreement and shall direct the Principal Architect and the Construction Manager to complete the development and preparation of the For Construction Plans and Specifications in accordance with the Master Program Schedule and to cause Substantial Completion to occur by the Scheduled Completion Date.

(i) Section 3.3(f) of the Development Agreement is hereby amended (i) by deleting clause (i) thereof and replacing it with the following: "(i) Cumberland and the Metropolitan Government are unable to agree upon the Design Development Documents for whatever reason by April 30, 1997, or"; (ii) by deleting clause (ii) thereof and replacing it with the following: "(ii) after employing the procedures indicated in Section 3.3(e), the Construction Manager's proposed GMP continues to exceed the Construction Budget, the Construction Manager's proposed contingency continues to exceed \$8,000,000, or the Construction Manager will not guarantee Substantial Completion on or before the Scheduled Completion Date"; and (iii) by adding the following sentence to the end of such section: "Subject to the provisions of Section 3.4, the Parties agree that each of Cumberland and the Metropolitan Government shall have absolute discretion in determining whether or not to accept Design Development Documents (including any proposed revisions or modifications to the Design Development Documents) and, without limiting the foregoing, that neither Cumberland nor the Metropolitan Government shall be required to accept any or every proposed draft of the Design Development Documents (or any proposed revisions or modifications thereto) solely because such draft Design Development Documents (or any proposed revisions or modifications thereto) conform to the Final Schematic Documents and the Stadium criteria. The Metropolitan Government agrees to cause drafts of the Design Development Documents to be prepared in accordance with the Master Program Schedule and promptly furnished to Cumberland, and Cumberland agrees to cooperate with the Metropolitan Government, the Construction Manager and the Principal Architect in the timely preparation and review of such Design Development Documents."

(j) The following is added as Section 3.3(h) of the Development Agreement:

(h) For purposes of this Agreement, the aggregate amount of the Construction Budget shall be \$165,000,000, which amount shall include a contingency in an amount not to exceed \$8,000,000, but which amount shall not include the fees and expenses of the Architects. The aggregate amount of the Construction Budget less the amount of the contingent portion of

the GMP shall be referred to herein as the "*Net Construction Budget.*"

(k) Sections 3.4(a) and (b) of the Development Agreement are hereby deleted and replaced with the following:

(a) From and after the Change Request Commencement Date, Cumberland shall be entitled to submit Change Requests from time to time. Notwithstanding the foregoing, if Cumberland submits a Change Request before the GMP Effective Date, unless such Change Request relates to a Work Division for which Cumberland and the Metropolitan Government shall have approved For Construction Plans and Specifications, (i) such Change Request will be deemed to have been submitted on the GMP Effective Date, and (ii) the Metropolitan Government's obligations under Sections 3.4(b) and (c) with respect to such Change Request (including the Metropolitan Government's obligation to cause the Construction Manager and the Principal Architect to furnish the estimates contemplated by Section 3.4(b) with respect to such Change Request) will not arise until the GMP Effective Date.

(b)(i)(I) If Cumberland shall submit a Change Request, the Metropolitan Government shall cause the Construction Manager and the Principal Architect to furnish to Cumberland and the Metropolitan Government as promptly as possible after receipt of any such Change Request a good faith estimate of (A) the cost of designing and implementing such Change Request (or the net savings that would result from such Change Request), including all costs associated with the design and management of the requested change (including the cost of developing or obtaining estimated construction costs for such requested change), and (B) the Permitted Extension Period, if any, that would result from such Change Request. (II) Within five business days after Cumberland's receipt of such estimates, Cumberland shall notify the Metropolitan Government as to whether Cumberland wishes to proceed with the definitive design and pricing of such Change Request. If Cumberland notifies the Metropolitan Government that Cumberland does wish to proceed with such definitive design and pricing, the Metropolitan Government shall cause the Construction Manager and the Principal Architect to furnish to Cumberland and the Metropolitan Government, as promptly as possible, (A) detailed quotations and bids (which shall be stated on a lump sum or guaranteed maximum price basis and which will include all costs associated with the design, management and construction of

the requested change) for the Change Request showing the increase or decrease in the GMP that would be attributable to the work covered by such Change Request and (B) a more definitive estimate of the Permitted Extension Period that would result from such Change Request. Within five business days of its receipt of the information required in the preceding sentence, Cumberland shall notify the Metropolitan Government whether it still desires the work set forth in the Change Request to be incorporated into the Plans and Specifications.

(ii) If the estimates described at clauses (i)(II)(A) and (B) indicate that any Change Request described in clause (i) would not cause the Net GMP (after taking into account the then current amount of all Change Order Adjustments and the Change Order Adjustments that would result from such Change Request) to exceed the Net Construction Budget and that such Change Request would not result in a Permitted Extension Period, the Metropolitan Government shall issue a change order (a "*Cumberland Change Order*") with respect to such Change Request, shall cause such Change Request to be incorporated into the subsequently developed Plans and Specifications and shall pay all of the Project Costs attributable to any such Change Request (including all costs associated with the design, management and construction of such Change Request, including the cost of developing or obtaining estimated construction costs for such Change Request). If such estimates indicate that such a Change Request (including all costs associated with the design, management and construction of such Change Request, including the cost of developing or obtaining estimated construction costs for such Change Request) would cause the Net GMP (after taking into account the then current amount of all Change Order Adjustments and the Change Order Adjustments that would result from such Change Request) to exceed the Net Construction Budget, or that such Change Request would result in a Permitted Extension Period, the Metropolitan Government shall not be required to issue a Cumberland Change Order with respect to such Change Request unless (I)(A) the Metropolitan Government and Cumberland shall have mutually agreed upon the payment of such excess Project Costs (i.e., the amount by which such Change Request, including all costs associated with the design, management and construction of such Change Request, including the cost of developing or obtaining estimated construction costs for such Change Request, would cause the Net GMP, after taking into account the then current amount of all Change Order Adjustments and the Change Order Adjustments that would result from such

Change Request, to exceed the Net Construction Budget), if any, or (B) Cumberland shall have agreed to pay such excess Project Costs, if any, as and when required to be paid under all Professional Agreements relating to such Change Request (in which case, such excess Project Costs shall be considered Cumberland Project Costs), and (II) if applicable, Cumberland shall have agreed that a Permitted Extension Period will result from such Change Request. To the extent that a Change Request is submitted prior to the GMP Effective Date: (1) for purposes of determining whether the Metropolitan Government must submit a change order with respect to such Change Request, the Parties will assume (x) that 100% of the costs associated with the design, management and construction of such Change Request would be excess Project Costs and (y) that but for the inclusion of such Change Request into the Plans and Specifications, the Construction Manager's guaranteed date for Substantial Completion would be June 2, 1999 (and, therefore, that 100% of any delay in the completion of the Project associated with such Change Request would be a Permitted Extension Period); and (2) if the GMP and guaranteed date for Substantial Completion that the Metropolitan Government incorporates into the Construction Manager's Professional Agreement include a Net GMP that is less than the Net Construction Budget or a guaranteed date for Substantial Completion that precedes June 2, 1999, then (x) the amount of Cumberland Project Costs that Cumberland shall have agreed to pay with respect to such Change Request prior to the determination of the Construction Manager's Net GMP will be reduced by the difference between the Construction Manager's Net GMP and the Net Construction Budget, and (y) the Permitted Extension Period that Cumberland shall have agreed to accept with respect to such Change Request prior to the determination of the Construction Manager's guaranteed date for Substantial Completion will be reduced by the number of days between (and including) such guaranteed date and June 2, 1999.

(iii) Cumberland shall have the benefit of (I) any savings enjoyed by the Metropolitan Government under the Construction Manager's Professional Agreement (or under any other agreement relating to the construction of the improvements described in Annex X hereto) arising from the cost of such construction being below the guaranteed maximum amount included in such agreements or otherwise, provided that Cumberland shall not be entitled to that portion of any such savings that the Metropolitan Government is required to pay to the Construction Manager as a

result of such cost savings, and (II) all savings enjoyed by the Metropolitan Government attributable to Cumberland Change Orders or other change orders. Except as provided at clause (iv)(II), the benefits described in clauses (iii) (I) and (II) will become available to Cumberland at the following times:

(A) with respect to the benefits described at clause (iii)(I), such benefits will become available at the earlier of (1) the time that the Construction Manager releases a portion of the funds committed under the Construction Manager's Professional Agreement (including, without limitation, a portion of the contingent amount committed under such Professional Agreement) from such Professional Agreement, and (2) Substantial Completion of the Project; and

(B) with respect to the benefits described at clause (iii)(II), such benefits will become available at the time such Cumberland Change Orders or other change orders are issued.

(iv) The benefits described in clauses (iii)(I) and (II) will be made available to Cumberland in either of the following ways (or in any combination of the following ways), at Cumberland's election:

(I) if Cumberland shall have agreed to pay any Cumberland Project Costs (either before or after benefits become available to Cumberland in accordance with the provisions of clause (iii)), Cumberland may elect to credit such benefits against Cumberland's future liability with respect to such Cumberland Project Costs; and

(II) if Cumberland shall have paid any Cumberland Project Costs (either before or after benefits become available to Cumberland in accordance with the provisions of clause (iii)), Cumberland may elect to require the Metropolitan Government to repay Cumberland for such paid Cumberland Project Costs; provided, however, that the Metropolitan Government shall not be required to repay Cumberland under this clause (iv)(II) until

the earlier of the times described at clauses (iii)(A)(1) and (2).

To the extent that such benefits are not utilized in accordance with clauses (iv)(I) or (II), such benefits shall be made available to Cumberland with respect to any Change Request thereafter submitted by Cumberland when determining whether such Change Request (including the costs associated with the design, management and construction of such Change Request, including the cost of developing or obtaining estimated construction costs for such Change Request) would cause the Net GMP (after taking into account the then current amount of all Change Order Adjustments and the Change Order Adjustments that would result from such Change Request) to exceed the Net Construction Budget. Following the completion of the construction of the improvements described in Annex X, the Metropolitan Government shall be entitled to retain all benefits not utilized in accordance with the provisions of this clause (iv), and the Metropolitan Government shall not be required to pay any of such unused benefits to Cumberland except as contemplated by clause (iv)(II).

(v) The Metropolitan Government will cause the Construction Manager to advise the Metropolitan Government and Cumberland routinely of the Construction Manager's estimated costs and expenses, the cost savings, if any, that the Construction Manager estimates the Metropolitan Government will enjoy and the sources of any such cost savings.

(vi) The costs associated with the design and management of a Change Request that is submitted by Cumberland but which is not implemented (including the cost of developing or obtaining estimated construction costs for such Change Request) shall be considered Cumberland Project Costs to the extent that such costs would cause the Net GMP (after taking into account the then current amount of all Change Order Adjustments and the Change Order Adjustments associated with the design, management and construction estimates for such Change Request) to exceed the Net Construction Budget.

(l) Section 3.4(c) of the Development Agreement is hereby amended by deleting such section and replacing it with the following:

(c)(i) In addition to Change Requests, from and after the Change Request Commencement Date, Cumberland shall be

entitled to submit Conforming Change Requests from time to time. Subject to the provisions of clause (ii), the Metropolitan Government shall issue change orders with respect to such Conforming Change Requests, shall cause such Conforming Change Requests to be incorporated into the Plans and Specifications and shall pay all of the Project Costs attributable to any such Conforming Change Requests (including all costs associated with the design, management and construction of such Conforming Change Requests, including the cost of developing or obtaining estimated construction costs for such Conforming Change Requests). Change Orders that the Metropolitan Government issues in response to Conforming Change Requests that Cumberland submits shall not be considered "Cumberland Change Orders."

(ii)(I) Except as provided at clause (ii)(II), a Conforming Change Request that Cumberland submits with respect to the For Construction Plans and Specifications for a Work Division after the period permitted under the Master Program Schedule for such Work Division shall be treated as a Change Request. The Metropolitan Government shall only be required to issue a change order with respect to such a Conforming Change Request, cause such a Conforming Change Request to be incorporated into the Plans and Specifications and pay the Project Costs attributable to such a Conforming Change Request (and the associated costs described in clause (i)) if and to the extent required under Section 3.4(b) with respect to Change Requests. A change order that the Metropolitan Government issues with respect to such a Change Request shall be considered a Cumberland Change Order.

(II) Cumberland may submit a Conforming Change Request with respect to For Construction Plans and Specifications that Cumberland and the Metropolitan Government shall have approved without such Conforming Change Request being deemed a Change Request (and without the related change order being deemed a Cumberland Change Order) under the following circumstances: if (A) Cumberland and the Metropolitan Government shall have approved the For Construction Plans and Specifications for a Work Division prior to the time that Cumberland and the Metropolitan Government shall have approved the Design Development Documents (or, if applicable, revisions or modifications to the Design Development Documents) made in accordance with Section 3.3(e), (B) following the approval of the Design Development Documents (or such revisions or

modifications to the Design Development Documents) by Cumberland and the Metropolitan Government, Cumberland shall submit a Conforming Change Request with respect to either (1) such previously approved For Construction Plans and Specifications, or (2) revised For Construction Plans and Specifications prepared by the Principal Architect to conform such previously approved For Construction Plans and Specifications to the approved Design Development Documents (or such approved revisions or modifications to the Design Development Documents), and (C) such Conforming Change Request pertains only to those portions of such For Construction Plans and Specifications (or such revised For Construction Plans and Specifications) that are affected by the approved Design Development Documents (or such approved revisions or modifications to the Design Development Documents).

(m) The following is added as Section 4.5 of the Development Agreement:

4.5 Survey of Stadium Site. On or before the date Substantial Completion occurs, the Metropolitan Government will provide to Cumberland a survey of the Stadium Site (the "Survey"). The Survey (a) will be prepared by a surveyor acceptable to Cumberland; (b) will be on a standard ALTA form; (c) will be currently dated; (d) will show the location on the Stadium Site of all improvements, fences, lakes, ponds, creeks, streams, rivers, easements, roads, and right-of-way; (e) will identify all easements and rights-of-way by reference to the recording information applicable to the documents creating such easements or rights-of-way; (f) will show any encroachments onto the Stadium Site from adjacent property, any encroachments from the Stadium Site onto adjacent property, and any encroachments into any easement or restricted area within the property, and any encroachments into any easement or restricted area within the Stadium Site; (g) will locate all existing improvements (such as the Stadium or any other buildings, power lines, fences, and the like); (h) will locate all dedicated public streets or other roadways providing access to the Stadium Site, including all curb cuts and all alleys; (i) will locate all set-back lines and similar restrictions covering the Stadium Site or any part thereof and any violations of such restrictions; and (j) will show thereon a legal description of the boundaries of the Stadium Site by metes and bounds or other appropriate legal description. The Survey will otherwise be in accordance with minimum technical standards for surveys of comparable property as set forth in all applicable laws, regulations,

or statements of professional surveying standards. The Survey will contain the surveyor's certification to Cumberland and the Metropolitan Government that (i) the Survey was made on the ground; (ii) there are no visible or recorded easements, discrepancies, conflicts, encroachments, or overlapping of improvements except as shown on the Survey; (iii) the Survey correctly shows all visible or recorded easements or rights-of-way of which the Surveyor has been advised, including those matters affecting location of all buildings, structures, and other improvements situated on the Stadium Site; (v) the Survey conforms to all applicable minimum guidelines for surveys of comparable property set forth in applicable laws, regulations, or professional ALTA standards; (vi) all streets abutting the Stadium Site and all means of ingress to and egress from the Stadium Site have been completed, dedicated, and accepted for public maintenance by the Metropolitan Government; (vii) except as shown thereon, the Stadium Site is not located within the 100-year flood plan or other flood hazard area; and (viii) the Survey is a true, correct, and accurate representation of the Stadium Site. The property description included in the Survey will be used as the property description in the deed from the Metropolitan Government for the Sports Authority contemplated by Section 4.4.

(n) Section 7.1(h) of the Development Agreement is hereby deleted and replaced with the following:

(h) (i) Cumberland and the Metropolitan Government are unable to agree upon the Design Development Documents as of the date set forth in Section 3.3(f)(i), or (ii) upon the occurrence of the circumstances described in Section 3.3(f)(ii);

(o) Section 7.2(c) of the Development Agreement is hereby deleted and replaced with the following:

(c) (i) Cumberland and the Metropolitan Government are unable to agree upon the Design Development Documents as of the date set forth in Section 3.3(f)(i), or (ii) upon the occurrence of the circumstances described in Section 3.3(f)(ii);

(p) Sections 7.3(g) and 7.3(i) are hereby amended by deleting the words "the Master Program Schedule, the Final Schematic Drawings, the detailed Budget, the Stadium criteria or the Stadium boundaries as the case may be" from clause (i) of each such section and inserting "the Design Development Documents" in lieu thereof in each such section.

(q) In Section 9.3(c) of the Development Agreement, the second clause designated as "(ii)" (found at the bottom of page four of Amendment No. 1) is hereby amended so as to designate such clause as "(iii)".

(r) The Development Agreement is hereby amended by adding the following Section 9.16 thereto immediately after Section 9.15:

9.16 Riverfront Site and Riverfront Improvements.

(a) The Metropolitan Government will acquire the Riverfront Site and construct the Riverfront Improvements in accordance with the schedule for such acquisition and construction included in the Master Program Schedule. Throughout the term of the Stadium Lease, as such Stadium Lease has heretofore been or may hereafter be amended, modified, supplemented, extended or replaced, the Metropolitan Government will maintain the Riverfront Site and the Riverfront Improvements 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 set forth in the Stadium Lease. The Riverfront Improvements will be constructed and installed in accordance with the Final Schematic Drawings, the Design Development Documents and the For Construction Plans and Specifications. Notwithstanding any other provisions of this Agreement to the contrary, (i) the Final Schematic Drawings, the Design Development Documents and the For Construction Plans and Specifications will include drawings and specifications for the Riverfront Site and the Riverfront Improvements, (ii) Cumberland will have the same rights to review, comment upon, propose changes to and approve the portion of the Final Schematic Drawings, the Design Development Documents and the For Construction Plans and Specifications that relate to the Riverfront Site and the Riverfront Property as Cumberland has with respect to the Stadium and other improvements to be designed and built on the Stadium Site, and (iii) insofar as the acquisition, construction and installation of the Riverfront Improvements are concerned, the Riverfront Site and the Riverfront Improvements will be deemed to be a portion of the Project, the Facilities and the Stadium Site. The Parties agree that for purposes of determining whether Substantial Completion of the Facilities has been achieved and for purposes of determining whether the Metropolitan Government shall be required to pay the NFL Team Entity liquidated damages pursuant to Section 4.1, the completion of the construction and installation of the Riverfront Improvements shall not be considered. The Metropolitan

Government agrees, however, that if the construction and installation of the Riverfront Improvements has not been completed as of the date on which Substantial Completion of the Facilities is established, the Metropolitan Government will cause the construction and installation of such Riverfront Improvements to proceed with reasonable diligence until completed.

(b) Upon the acquisition of the Riverfront Site, the Metropolitan Government will obtain from a Tennessee licensed surveyor a survey of the Riverfront Site, which survey shall include a metes and bounds description of the Riverfront Site. At such time as the Sports Authority executes and records the Memorandum of Lease attached as Annex III to the Stadium Lease, the Metropolitan Government will execute and record in the Register's Office of Davidson County, Tennessee an instrument in the form attached hereto as Annex XI restricting the use of the Riverfront Site in accordance with the terms of such Annex XI.

(s) The reference in Section 9.10(d)(ii) of the Development Agreement to "\$20,000.00" is hereby amended to be a reference to "\$20,000,000".

(t) Section 9.12 of the Development Agreement is hereby deleted and replaced with the following:

9.12 PSL Marketing and Sales. The Parties acknowledge that (a) the Sports Authority has marketed and sold prior to the date hereof, on terms and conditions that have been mutually agreed upon between Cumberland and the Sports Authority, certain club seat and permanent seat licenses with respect to seating at the Facilities, and (b) the Sports Authority may continue to market and sell such licenses until (but excluding) the PSL Revenues Determination Date on terms and conditions that are mutually agreed upon between Cumberland and the Sports Authority (the agreements containing the terms and conditions of such club seat and permanent seat licenses described in clauses (a) and (b) being referred to collectively as the "*PSL Agreements*"). The Sports Authority shall not assign, transfer, pledge or otherwise encumber the PSL Agreements, except for the assignment thereof to Cumberland or its designee when requested by Cumberland on the terms contemplated in the PSL Agreements. The Sports Authority shall be entitled to all revenues received by it as of the PSL Revenues Collection Date (but not thereafter) from the sale of PSLs marketed prior to the PSL Revenues Determination Date. Cumberland shall have the exclusive right (i) to receive all

revenues from the sale of PSLs (I) if the sale occurs on or after the PSL Revenues Determination Date or (II) if the revenues from the sale are received after the PSL Revenues Collection Date and (ii) to market and sell PSLs for its own account from and after the PSL Revenues Determination Date on such terms as Cumberland, in its sole judgment and discretion, finds desirable; provided that, Cumberland shall conduct such marketing and sales in a manner that will not conflict with the obligations assumed by Cumberland or its designee under the PSL Agreements. From the Effective Date until the PSL Revenues Determination Date, the NFL Team Entity will assist and jointly market the PSLs with the Sports Authority, with the revenues therefrom to be allocated as provided above. Without the express prior written consent of Cumberland, the Sports Authority may not sell PSLs for prices below the prices at which PSLs located in comparable sections of the Stadium have been sold prior to February 15, 1996.

(u) Section 12.6 of the Development Agreement is hereby amended by adding the following sentence to the end of such section:

Nothing in this Section 12.6 shall be deemed to limit the State's right to obtain from the Metropolitan Government and/or the Sports Authority all or a portion of any liquidated damages paid by the NFL Team Entity to the Metropolitan Government and the Sports Authority pursuant to Section 11.3 in accordance with the terms of any agreements between or among the State, the Metropolitan Government and the Sports Authority.

(v) Each of Annex VIII (Stadium Site) and X (Stadium criteria) to the Development Agreement is hereby amended to be in the respective forms attached hereto as Exhibits B and C, as the same may be amended at any time and from time to time upon the agreement of MDHA (on behalf of the Metropolitan Government and the Sports Authority) and Cumberland, the power and authority to make any changes or amendments thereto being expressly granted by the Metropolitan Government and the Sports Authority to MDHA hereby. Once approved by Cumberland and the Metropolitan Government, the Design Development Documents (and any revisions thereto approved by Cumberland and the Metropolitan Government) shall supersede Annex X, and thereafter, all references to Annex X shall be references to such Design Development Documents. Annex XI (Riverfront Site Use Restrictions) to the Development Agreement shall be in the form of Exhibit D.

(w) Annex I to the Development Agreement is hereby amended (i) by adding the definitions of "Capital Project Expenses," "Change Order Adjustments," "Change Request Commencement Date," "Conforming Change Request," "Construction Budget," "Designated Subcontractor," "GMP Effective Date," "PSL Revenues Collection Date," "PSL Revenues

Determination Date." "Riverfront Improvements" and "Riverfront Site" set forth below, (ii) by deleting the definitions of "Change Request," "Cumberland Project Costs," "Scheduled Completion Date" and "Special Extension Period" and replacing them with the definitions thereof set forth below, and (iii) by deleting the word "game" in the definition of "Possible Stadium Game" and replacing it with the word "game."

"Capital Project Expenses" shall have the meaning given such term in the Stadium Lease.

"Change Order Adjustments" shall mean (a) the amount of the costs associated with the design and management of a Change Request that is submitted by Cumberland but which is not implemented (including the cost of developing or obtaining estimated construction costs for such Change Request), and (b) the increase in the Project Costs attributable to Cumberland Change Orders (after deducting the decrease in the Project Costs attributable to (i) Cumberland Change Orders and (ii) all change orders proposed by anyone other than Cumberland, the NFL Team Entity or their representatives); provided that the increase or decrease in the Project Costs attributable to a Conforming Change Request shall not be considered in the calculation of the amount of the Change Order Adjustments. The Change Order Adjustment amount can be a negative number.

"Change Request" shall mean (a) any requested change to the Plans and Specifications that materially increases or decreases the scope of the Project described in the Design Development Documents and (b) any requested change to the For Construction Plans and Specifications for any Work Division; provided, however, that no Conforming Change Request shall be considered a Change Request except as provided at Section 3.4(c)(ii).

"Change Request Commencement Date" shall mean the first business day immediately following the date on which the Metropolitan Government and Cumberland initially approve the Design Development Documents as contemplated by the terms of Section 3.3(d).

"Conforming Change Request" shall mean any requested change to the For Construction Plans and Specifications for any Work Division that, if incorporated therein, would cause such For Construction Plans and Specifications to comply with the Design Development Documents for such Work Division that have been approved by Cumberland and the Metropolitan Government.

"Construction Budget" - Section 3.3(d).

"Cumberland Project Costs" shall mean (a) those Project Costs attributable to Cumberland Change Orders that Cumberland shall have agreed to pay pursuant to the terms of Section 3.4(b) and (b) any costs specifically stated to be Cumberland Project Costs in Article 3. Cumberland Project Costs shall not include any costs that the Metropolitan Government or the Sports Authority expressly agrees to bear at the time.

"Designated Subcontractor" shall mean any subcontractor for the Project that will design, provide or install concessions equipment, the scoreboard package or audio or visual equipment packages.

"GMP Effective Date" shall mean the first business day after the GMP and the guaranteed date for Substantial Completion to be incorporated into the Construction Manager's Professional Agreement shall have been determined in accordance with Section 3.3(d) or (e).

"PSL Revenues Collection Date" shall have the meaning given such term in the Stadium Lease.

"PSL Revenues Determination Date" shall have the meaning given such term in the Stadium Lease.

"Riverfront Improvements" shall mean all buildings, structures, roadways, parking areas, landscaping and other improvements to be located on the Riverfront Site.

"Riverfront Site" shall mean that portion of the real property designated on Annex VIII as "Riverfront Park."

"Scheduled Completion Date" shall mean June 2, 1999.

"Special Extension Period" shall mean a period of 146 days.

2.2 Certain Agreements. The Parties hereby agree as follows with respect to the Development Agreement:

(a) The Parties may not use the Parties' inability to agree upon the Master Program Schedule, the Final Schematic Drawings, the detailed Budget, the detailed Stadium

criteria or the Stadium Site boundaries as the basis for a Team Party Termination Event or Government Termination Event under Section 7.1(h) or 7.2(c).

(b) The Phase I Environmental Report referred to in Section 9.11(c) shall be furnished not later than April 17, 1997.

(c) It is agreed that the rules and procedures referred to in clause (c) in the definition of "Substantial Completion" in Annex I to the Development Agreement have been timely furnished.

(d) The Team Parties shall be deemed to have exercised the Oilers Option within the time period provided therefor, and as a result of such exercise, the Option Improvements shall be eliminated from the design and construction of the Facilities.

(e) The Metropolitan Government will notify Cumberland if the Metropolitan Government exercises its rights under any of the Project Agreements with the Construction Manager to review the Construction Manager's books and records relating to the Project and, upon the request of Cumberland, will (i) keep Cumberland advised of the results of such review and (ii) cause the Metropolitan Government's employees and accountants to make their work papers relating to such review available to Cumberland.

ARTICLE 3. AMENDMENT EFFECTIVE DATE

3.1 Delivery of Amendment. The Metropolitan Government shall execute and deliver fully executed copies of this Amendment to the Sports Authority and each of the Team Parties not later than the second business day after the Metropolitan County Council has given its final approval to this Amendment by the adoption of an appropriate resolution; provided, that the Metropolitan Government may not execute and deliver fully executed copies of this Amendment, and this Amendment shall not become effective or binding upon any of the Parties, unless and until the Metropolitan Government, the NFL Team Entity and Cumberland shall have been notified by the Sports Authority that the Board of Directors of the Sports Authority shall have ratified and approved this Amendment and the agreement entitled Amendment No. 1 to Stadium Lease and the Sports Authority's execution and delivery hereof and thereof. The date on which the Metropolitan Government executes and delivers this Amendment and files a copy of the same with the Metropolitan Clerk of the Metropolitan Government shall be the effective date of this Amendment (the "*Amendment Effective Date*"), and notwithstanding anything to the contrary in this Amendment, this Amendment shall not be binding on the Parties until the Amendment Effective Date. The Metropolitan Government hereby acknowledges its prior receipt of copies of this Amendment that have been fully executed by all Parties other than the Metropolitan Government. The Metropolitan Government shall fill in the Amendment Effective Date in the space opposite its name on the signature page hereof. If the Amendment Effective Date does not occur on or before April 17, 1997, this Amendment shall never become effective

and the offers of Cumberland, the NFL Team Entity and the Sports Authority to enter into this Amendment with the Metropolitan Government shall be withdrawn automatically with no further act or notice by any of such Parties.

ARTICLE 4.

STATUS OF DEVELOPMENT AGREEMENT

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

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date, but have actually executed this Amendment on respective dates set forth opposite their names below.

Date: April 11, 1997.

ATTEST: Kevin P. Lavender
Kevin P. Lavender
Secretary

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

By: Richard Lodge
Richard Lodge
Chair

Date: April 11, 1997.

CUMBERLAND STADIUM, L.P.

By: Cumberland Stadium Management, Inc., General Partner
By: K. S. Adams, Jr.
K. S. Adams, Jr.
President

Date: April 11, 1997.

HOUSTON OILERS, INC.

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

Date: April 16, 1997.
(this being the Amendment Effective Date)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: Philip N. Bredesen
Philip N. Bredesen
Mayor

APPROVED AS TO AVAILABILITY OF FUNDS:

Kene Nelson
Acting Director of Finance

ATTEST: Marilyn B. Swing
Marilyn Swing
Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

James L. Murphy III
Metropolitan Attorney

EXHIBIT A

ANNEX III
Liquidated Damages

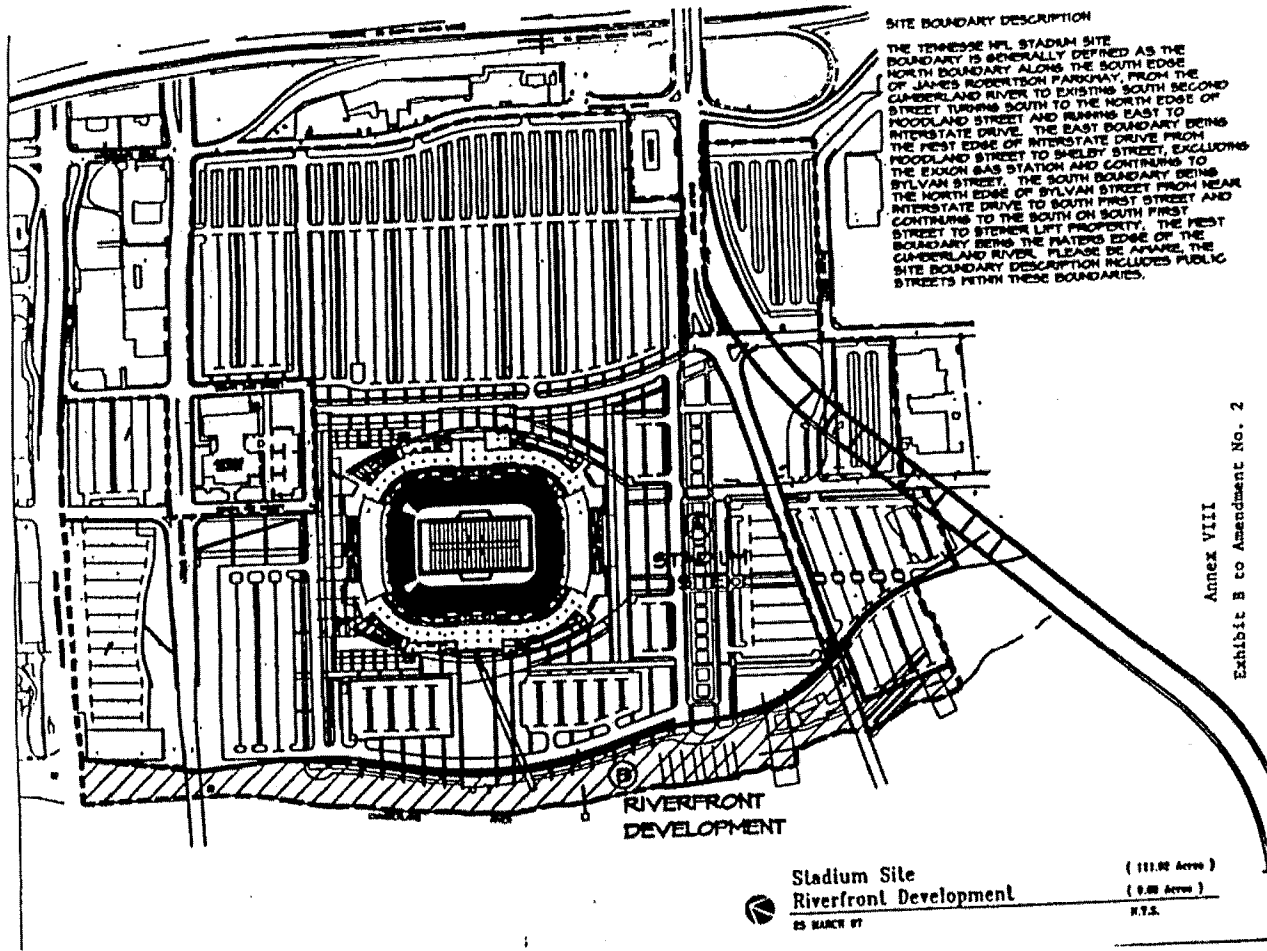
With respect to any event listed below in this Annex III, the Metropolitan Government shall pay to the NFL Team Entity as liquidated damages the amounts set forth opposite such event.

<u>Event</u>	<u>Liquidated Damage Amount</u>
1. The inability to play any Possible Stadium Game in the Facilities during the 1999 NFL season, not to exceed ten pre-season and regular season games for such season and any playoff games therefor, due to delays in the Substantial Completion of the Facilities attributable to events of Force Majeure, provided that no Possible Stadium Game shall be scheduled prior to August 7, 1999	\$500,000 per game
2. The inability to play any Possible Stadium Game in the Facilities during the 2000 and 2001 NFL seasons, not to exceed ten pre-season and regular season games for such season and any playoff games therefor, due to delays in the Substantial Completion of the Facilities attributable to events of Force Majeure	\$800,000 per game
3. The failure of Substantial Completion of the Facilities to occur by June 2, 1999, due to reasons other than (a) events of Force Majeure, (b) a failure by either of the Team Parties to perform its obligations under this Agreement and (c) Permitted Extension Periods	\$10,000 per day through the date of Substantial Completion, provided that the maximum amount of liquidated damages payable under this Paragraph 3 shall be \$1,250,000

4. The inability to play any Possible Stadium Game in the Facilities during the 1999, 2000 and 2001 NFL seasons, not to exceed ten pre-season and regular season games for such season and any playoff games therefor, due to delays in the Substantial Completion of the Facilities for reasons other than (a) events of Force Majeure, (b) a failure by either of the Team Parties to perform its obligations under this Agreement and (c) Permitted Extension Periods, provided that no Possible Stadium Game shall be scheduled prior to August 7, 1999, and provided that any liquidated damages paid pursuant to Paragraph 3 shall be credited against the \$1,250,000 of liquidated damages for the first Possible Stadium Game for which liquidated damages are payable pursuant to this Paragraph 4
- \$1,250,000 per game

For the purposes of this Annex III, it shall be assumed that there would be two home pre-season games per NFL season for each of the four event categories listed above. If the failure of the Substantial Completion of the Facilities to occur or the inability to play any particular Possible Stadium Game in the Facilities is due to delays described under more than one of the four event categories listed above, then for purposes of determining the controlling event and the resulting liquidated damage amount, the Metropolitan Government shall cause the Principal Architect to issue a certificate stating which of the four events described above most fairly characterizes the delay that has (i) in the case of Paragraph 1, 2 or 4 above, prevented the playing of such Possible Stadium Game in the Facilities or (ii) in the case of Paragraph 3 above, prevented the Substantial Completion of the Facilities.

EXHIBIT B



SITE BOUNDARY DESCRIPTION

THE TENNESSEE NFL STADIUM SITE BOUNDARY IS GENERALLY DEFINED AS THE NORTH BOUNDARY ALONG THE SOUTH EDGE OF JAMES ROBERTSON PARKWAY, FROM THE CUMBERLAND RIVER TO EXISTING SOUTH SECOND STREET TURNING SOUTH TO THE NORTH EDGE OF WOODLAND STREET AND RUNNING EAST TO INTERSTATE DRIVE. THE EAST BOUNDARY BEING THE WEST EDGE OF INTERSTATE DRIVE FROM WOODLAND STREET TO SHELBY STREET, EXCLUDING THE EXJON GAS STATION AND CONTINUING TO SYLVAN STREET. THE SOUTH BOUNDARY BEING THE NORTH EDGE OF SYLVAN STREET FROM NEAR INTERSTATE DRIVE TO SOUTH FIRST STREET AND CONTINUING TO THE SOUTH ON SOUTH FIRST STREET TO STEINER LIFT PROPERTY. THE WEST BOUNDARY BEING THE WESTERLY EDGE OF THE CUMBERLAND RIVER. PLEASE BE AWARE, THE SITE BOUNDARY DESCRIPTION INCLUDES PUBLIC STREETS WITHIN THESE BOUNDARIES.

RIVERFRONT DEVELOPMENT

Annex VIII
Exhibit B to Amendment No. 2

 Stadium Site (111.00 Acres)
 Riverfront Development (0.00 Acres)
 N.T.S.

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EXHIBIT C

ANNEX X

Stadium Criteria

The following sets forth the material and information delineating the Stadium criteria.

1. Design Narrative Project Manuals

Schematic Design Package (Volume 1)	7/12/96
Schematic Design Package (Volume 2)	7/12/96

2. Base Line Drawings Title Sheet (X0)

7/12/96

General

X1-1	Grid Geometry Reference Plan	7/12/96
X2-1	Seating Diagram Lower Bowl	7/12/96
X2-2	Seating Diagram Club Bowl	7/12/96
X2-3	Seating Diagram Upper Bowl	7/12/96
X3-1	Seating Diagram Lower Bowl	7/12/96
X3-2	Seating Diagram Club Bowl	7/12/96
X3-3	Seating Diagram Upper Bowl	7/12/96

Site Development

SD.1-0	Site Master Plan	7/12/96
SD.1-1	Site Finish Plan	7/12/96
SD.1-2	Site Layout Plan	7/12/96
SD.1-3	Site Grading Plan	7/12/96
SD1.4	Civil Art Plan	7/12/96
SD1.5	Site Lighting Plan	7/12/96
SD.7-0	Enlarged Site Sections	7/12/96
SD.7-1	Enlarged Site Sections	7/12/96
SD.7-2	Enlarged Site Plans	7/12/96

Civil

C1-1	Topographic Survey	7/12/96
C1-3	Existing Utilities	7/12/96
C3-0	Boring Location Map	7/12/96
C3-1	Boring Logs	7/12/96
C3-2	Boring Logs	7/12/96
C3-3	Boring Logs	7/12/96
C3-4	Boring Logs	7/12/96
C3-5	Boring Logs	7/12/96
C3-6	Boring Logs	7/12/96

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C3-7	Boring Logs	7/12/96
C6-0	Proposed and Relocated Utilities	7/12/96

Landscape and Irrigation

IR1-0	Master Irrigation Plan	7/12/96
IR2-0	Enlargement Areas and Details	7/12/96
L1-0	Site Landscape Plan	7/12/96
L1-1	Site Soils Plan	7/12/96
L2-0	Plant List/Planting Details	7/12/96
L2-1	Landscape Specifications	7/12/96
L2-2	Landscape Specifications	7/12/96
L2-3	Landscape Specifications	7/12/96

Stadium Field

SF-1.1	Playing Field Layout and Materials Plan	7/12/96
SF-1-2	Playing Field Grading Plan	7/12/96
SF-1-3	Playing Field Subdrainage Plan	7/12/96
SF-2-1	Playing Field Details	7/12/96

Site Demolition

D1-0	Demolition Plan	7/12/96
D1.1	Lands Memory Plan	7/12/96

Structural

S-1.1	Foundation Plan	7/12/96
S-1.2	Pile Cap Schedule and Foundation Details	7/12/96
S-2.1	Service Level Framing Plan Level 1	7/12/96
S-2.2	Main Concourse Level Framing Plan Level 2	7/12/96
S-2.3	Press/Suite Level Framing Plan Level 3	7/12/96
S-2.4	Club Level Framing Plan Level 4	7/12/96
S-2.5	Lower Suite Framing Plan Level 5	7/12/96
S-2.6	Upper Suite Framing Plan Level 6	7/12/96
S-2.7	Upper Concourse Framing Plan Level 7	7/12/96
S-2.8	Upper Concourse Roof Framing Plan Level 8	7/12/96
S-2.9	Upper Deck Framing Plan Level 9	7/12/96
S-3.1	Typical Bent Elevation at North Sideline	7/12/96
S-3.2	Typical Bent Elevation at South Sideline	7/12/96
S-3.3	Typical Bent Elevation at West Ramp	7/12/96
S-3.4	Scoreboard Tower Elevations	7/12/96
S-3.5	Beam Schedule and Details	7/12/96

S-4.1	Typical Concrete Details	7/12/96
S-4.2	Typical Precast Seating Bowl Details	7/12/96

Architectural

A1-1	Service Level Reference Plan Level 1	7/12/96
A1-2	Main Concourse Level Reference Plan Level 2	7/12/96
A1-3	Press/Suite Level Reference Plan	7/12/96
A1-4	Reference Plan Club Level - Level 4	7/12/96
A1-5	Lower Suite Level Reference Plan Level 5	7/12/96
A1-6	Upper Suite Level Reference Plan Level 6	7/12/96
A1-7	Upper Concourse Level Reference Plan Level 7	7/12/96
A1-8	Upper Concourse/Roof Reference Plan Level 8	7/12/96
A1-9	Upper Seating Deck Reference Plan Level 9	7/12/96
A3-01	Enlarged Plans Suite Types A, B, C, D	7/12/96
A4-01	Reflected Subroof/Thermal Insul. Plan Service Level 1	7/12/96
A4-02	Reflected Subroof/Thermal Insul. Plan Main Concourse Level 2	7/12/96
A4-03	Reflected Subroof/Thermal Insul. Plan Press/Suite Level 3	7/12/96
A4-06	Reflected Subroof/Thermal Insul. Plan Upper Suite Level 6	7/12/96
A4-07	Reflected Subroof/Thermal Insul. Plan Upper Concourse Level 7	7/12/96
A5-1.1	Exterior South Elevation and Steel Raker Diagram	7/12/96
A6-01	Interior Elevations Level 2 through Level 7	7/12/96
A6-02	Enlarged Interior Elevations Suite Type A	7/12/96
A7-2.01	Building Section at North Sideline Gridline 1-2	7/12/96
A7-2.05	Building Section at West End Zone Gridline 29-30	7/12/96
A7-2.07	Building Section at West End Zone Gridline 44-45	7/12/96
A8-01	Enlarged Plan/Details Suite Millwork	7/12/96

Mechanical

M0-1	General Notes/Mechanical Schedules Schematic Design	7/12/96
M1-1	Service Level Mechanical Plan Schematic Design	7/12/96
M1-2	Main Concourse Mechanical Plan Schematic Design	7/12/96
M1-3	Press-Suite Mechanical Plan Schematic Design	7/12/96
M1-4	Club Mechanical Plan Schematic Design	7/12/96
M1-5	Lower Suite Mechanical Plan Schematic Design	7/12/96
M1-6	Upper Suite Mechanical Plan Schematic Design	7/12/96
M1-7	Upper Concourse Mechanical Plan Schematic Design	7/12/96
M3-1	HVAC Schematic Section Schematic Design	7/12/96
M3-2	Plumbing Schematic Section Schematic Design	7/12/96

Electrical

E0-1	Legend/Notes	7/12/96
E0-2	One Line Diagram	7/12/96

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E0-3	Typical Quad One Line Diagram	
E1-1	Service Level Plan	7/12/96
E1-2	Main Concourse Plan	7/12/96
E1-3	Press/Suite Plan	7/12/96
E1-4	Club Level Plan	7/12/96
E1-5	Lower Suite Plan	7/12/96
E1-6	Upper Suite Plan	7/12/96
E1-7	Upper Concourse Plan	7/12/96
E2-1	Sports Lighting Plan	7/12/96
E2-2	Special Systems One Line	7/12/96

3. Updated Schematics

Group of Nine Sheets Package

SD-1-0	Site Plan	10/11/96
A1-1	Service Level Reference Plan Level 1	10/11/96
A1-2	Main Concourse Level Reference Plan Level 2	10/11/96
A1-3	Press/Suite Level Reference Plan	10/11/96
A1-4	Reference Plan Club Level - Level 4	10/11/96
A1-5	Lower Suite Level Reference Plan Level 5	10/11/96
A1-6	Upper Suite Level Reference Plan Level 6	10/11/96
A1-7	Upper Concourse Level Reference Plan Level 7	10/11/96
AS-1.1	Exterior South Elevation and Steel Raker Diagram	10/11/96

Group of Seven Sheets Package (Annotated by Architect)

A1-1	Service Level Reference Plan Level 1	10/11/96
A1-2	Main Concourse Level Reference Plan Level 2	10/11/96
A1-3	Press/Suite Level Reference Plan	10/11/96
A1-4	Reference Plan Club Level - Level 4	10/11/96
A1-5	Lower Suite Level Reference Plan Level 5	10/11/96
A1-6	Upper Suite Level Reference Plan Level 6	10/11/96
A1-7	Upper Concourse Level Reference Plan Level 7	10/11/96

4. Telefaxed Updated Details

Site Pavement and Site Lighting (one sheet)	8/30/96
Grass Parking and Asphalt Aisles (seven sheets)	9/5/96

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5. Additional Information

Memorandum dated December 2, 1996 (Revised December 11, 1996) from Ben B. Barnett to Steve Curtis, a copy of which is attached hereto.

Memorandum entitled "Tennessee NFL Stadium Savings Agreed to as of December 23, 1996," a copy of which is attached hereto.

To the extent that the foregoing does not indicate the finish, detail and other similar aspects of the Stadium, such aspects of the Stadium will be comparable to those of Ericsson Stadium in Charlotte, North Carolina.

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Exhibit C to Amendment No. 2
Page 5

Hellmuth, Obata + Kassabaum, Inc.
Sports Facilities Group
123 W. 8th Street, Suite 700
Kansas City, MO 64105



Voice: (816) 221-1576
Fax: (816) 221-1578

Memorandum

To: Steve Curtis
METROPOLITAN DEVELOPMENT &
HOUSING AGENCY

From: Ben B. Barnert, AIA, NCARB *Ben JS*

Project: TENNESSEE NFL STADIUM

Date: December 2, 1998
Revised December 11, 1998

Project No.: 95-634-00

Copies: Doug Wood - MSB
Ed Coon - HOK
Sue Malik - HOK
David Wood - HOK

This memo is intended to document the various comments received from the Oilers, Patrinely and Volume Services referencing the Schematic Design Documents. Please also keep in mind that several of the memos contained comments that the City must resolve with the team in lieu of HOK. Additional types of comments include operational issues, proposed vendor, etc. and those items are to be reviewed internally by the Oilers organization. Please also keep in mind that some of the comments pertaining to the items within the memos may affect the Schematic Design budget and will require review with the City and Construction Manager.

July 12, 1996 memo

- SD1-0 Items have been removed. Discussions have begun with regards to identification of team and suite parking areas.
- SD1-1 Will need further discussion with Team and City's parking agency.
- SD1-3 Storm water and ground water dewatering system designs have been resolved at this level of the project.
- SD1-4 Actual art costs are not part of the budget. The Schematic drawings were identifying potential locations for art.
- SD1-5 Additional review and discussion pertaining to selected light fixtures will evolve during the Design Development Phase.
- SD7-0 Items will be removed.
- SD7-1 Items will be removed.
- SD7-2 Drawing A will be removed.

- C3-1 Addressed within SD1-3 comment above.
- C6-0 Will be able to provide more definitive information during Design Development.
- SF1-3 Additional information will be provided during Design Development.
- SF2-1 The trench drains were located at the base of the field wall and adjacent to access tunnels to minimize potential conflicts.
- S1-2 Attention will be provided during the development of details associated with the Design Development Phase of the documents.
- S2-2 Structural drawing will be revised to be coordinated with the architectural drawings.
- S3-4 This will be reviewed with all concerned parties involved to incorporate everyone's concern.
- A1-1 It is possible to incorporate the stairs located at A.1 and grid 30 as ramps, however, will require additional length to incorporate ramps in lieu of stairs which may result in added costs.
- A1-2 Operator and concessionaire have provided additional comments on more recent memos.
- A3-1 Some suites do have stone countertops in lieu of plastic laminate or a mixture of both stone and plastic laminate, however, plastic laminate has been utilized on other projects and is fairly common. Also, please keep in mind that it may be desirable to upgrade/redecorate after a certain period of time in lieu of maintaining same finishes for 20 years. The suites will typically utilize chaffing dishes for maintaining warm food products.
- A5-1.1 There may be requirements for painting touch-up on a yearly basis, however, with the majority of the painted steel above pedestrian access this may be minimized. Also with the painting systems that are present today, the requirements for paint touch-up should be minimized.
- A6-1 The Kahwal panels proposed have a good history of strength and durability.
- A7-2.01 Additional discussion with operating personnel will be required during the Design Development Phase.
- E0-2 Below grade location for primary switch gear and transformers is not uncommon. An on grade solution may be possible, however, would need to be considered with regards to development of area around the stadium at grade. Typically the access is through the areaway with a removable grate at the top.
- E2-1 Comment to be by others.

Page entitled "Room Finish Description"

All items identified within this page will be resolved during Design Development discussions.

July 18, 1996 memo to Mike McClure from Larry Staverman

- X2-1 Entrances have been modified as requested by Larry Staverman
- SD.1-0 Parking configurations are an on-going evolution and continued discussion during the Design Development Phase will occur.
- 1R1.0 Irrigation costs are identified in the Schematic Estimate prepared MSB.
- L1-0 It is my understanding the City is going to be maintaining the site area from the secured line of the building outward.
- SF1-3 We are continuing to explore the possibility of a recessed area at the sidelines for tarp storage. Again, continued discussion during Design Development will occur.
- A1-1 The Schematic Design drawings will reflect the requirements of the program document as it pertains to space or area square footage. There has always been a concern by Larry Staverman pertaining to storage space availability, however, there is also the concern with the projects budget requirements. We will continue to work with Larry and other Oiler representatives as it pertains to program and building modifications.
- A1-2 It may be necessary to maintain some of the turnstiles as portable for the utilization of those areas as exit ways in addition to entrances.
- A1-4 All public concourse areas are to have first aid stations identified. These will be further defined during the Design Development Phase.
- A1-7 Reference comments to A1-4 above.
- A7-2.01 The height of the field wall has been addressed and it is HOK's understanding the 4 foot first row tread elevation is acceptable.

The next two paragraphs address building equipment and selecting a local contractor to review the preferred and desired equipment. It should be noted we will assemble the bidding information and provide a minimum of three manufacturers for products to be bid upon. I am not aware if the procurement requirements of Tennessee will enable us to work with one bidder in the selection of materials for the stadium project.

The paragraph on the computer controls for the HVAC system is fairly typically and will be reviewed further in the Design Development Phase.

The paragraph pertaining to utilization of prime parking areas for limo and taxi issue will also be resolved during Design Development Phase.

The paragraph pertaining to working with the local networks has been addressed briefly and the audio/video narrative of the schematic manual and additional conversations will continue through the Design Development and Construction Document Phases.

The next paragraph addresses the possibility of cold temperatures in December and January and the need for protection from a water system freeze. During the season the areas will be protected from freeze, but after the end of the season the building will be winterized with all water lines being drained down with the exception of areas that have required occupancy year-round.

The paragraph pertaining to parking areas for event staffing and concession workers will be discussed further in Design Development, however, it is HOK's requirement to provide a minimum of 7,500 parking spaces on site.

The last paragraph pertaining to provisions for television sets at the suites should be noted that there will typically be two sets per suite. One TV will be located within the millwork area of the bar and an additional TV will be located within the seating area of the suite.

August 9, 1996 memo from Larry Staverman to Mike McClure

The first paragraph pertaining to identification of parking spaces for the Team, suite holders and club seat holders. Again, HOK will provide provisions for 7,500 on-site parking areas and if some of those areas require security or fenced configurations, this will be identified on the documents during the Design Development Phase.

The second paragraph is pertaining to potential future relationships between the Oilers and a Nashville promoter.

The third paragraph is pertaining to potential power requirements for concert configurations and will be reviewed with ME Engineers and WJHW for their input and comment.

The first paragraph of the second page of the memo refers to communication needs of the stadium. We will need further detailed information from the Team and the City during the Design Development Phase.

The second paragraph pertains to Option A of the stadium configuration when we were reviewing the spill concourse configuration. This does not apply at this time.

The third paragraph is addressing temporary seats in the endzone and again is referencing the spill concourse configuration.

September 8, 1996 memo from Patrinely Group to Mike McClure and Ed Coon

This memo references the trip to Jacksonville, Florida and review of that facility. The three page memo pertains primarily to items observed during the tour of the Jacksonville facility. There is no-reference to the Tennessee NFL Stadium.

September 13, 1996 memo from Larry Staverman to the files

This memo, similar to the Patrinely memo, references the highlights of the Jacksonville Stadium tour. The memo addresses highlights of the Jacksonville tour with no specific reference to the Tennessee NFL Stadium. The last three pages of the memo identified stadium operational items with regards to products, services, etc. that were needed for the event day activity.

September 19, 1996 memo referencing Schematic Comments from Oller meeting as it pertains to program review comments

The items within the memo address several issues within the program document. Several of the items have specific requests which are acceptable, however, there are also several items which provide very general comment. In general, further discussion with Patrinely will be required to confirm the intent of the comment or incorporation into the Design Development Documents. Also, some items are internal requirements that will not be reflected on the documents.

September 24, 1996 letter to Mike Nicholls from Michael Mullis

1. The size of the Owner's suite has been discussed at recent meetings, but no clear direction has been provided. In order to accommodate 100 guests at the Tennessee NFL Stadium, additional suites would need to be occupied by Mr. Adams. This comment needs to be further clarified to enable completion of design for the 144 suites.
2. The entire facility will be ADA accessible as required by law.
3. The will call windows are typically utilized for season ticket holders or suite holders to leave guest passes or additional game tickets for individuals to pick up on day of game.
4. The ticket windows should be located at areas of the facility where vehicular and pedestrian traffic will occur. It may not be appropriate to have a ticket window at each corner.
5. This will be accommodated.
6. A pneumatic tubing system is typically not designed or proposed for a stadium that is not utilized on a daily basis. This is more of a requirement of a domed facility or an arena type project.
7. This will be accommodated.

8. The metal shutters are typically provided at all ticket windows for security measures.
9. Advance ticket windows will be located internally in the building for all spectators.
10. ATM machine locations will be determined with the Oilers during the Design Development Phase.
11. Preferences for the type of voice-boxes at the ticket windows should be forwarded to HOK.
12. The discussion or concerns regarding the media will-call needs to occur.
13. Concern was expressed pertaining to the square footage in the ticket area, however, the type of concern was not addressed. Additional information is required to enable HOK to respond to this issue.

September 26, 1996 memo from Mike Nicholls to Ed Coon referencing Tennessee NFL Stadium Press Area

The memo had an enclosed sketch diagram which contained comments from the Oiler coaching staff referencing the Press Level. It is HOK's intent to incorporate those comments into the Design Development Document. If additional questions arise during the Design Development Phase requiring further review of planned areas, HOK will forward these for comment.

September 30, 1996 memo from Larry Slaverman to Mike McClure

This memo references the meeting and discussion at MSB offices pertaining to stadium related items, but primarily vendors and preferences with regards to type of products. It is important to know the extent of the services that will be provided by the Oilers and their operation of the facility such as paper products, barricades, etc. so these items may be excluded from the Contractors bidding documents. Typically, barricades are not part of a project that would be provided for within our scope of work. The comments pertaining to the preferences for the toilet compartment dividers are valid and will require further discussion during the Design Development Phase with MSB as it pertains to budget issues. Again, the documents will need to be competitively bid and the selection may be based upon the low bid for this aspect of the stadium. Finishes of the facility will be reviewed in further detail during the Design Development Phase.

October 18, 1996 memo from Mike Nicholls to Mike McClure, Larry Staverman, Doug Drews, Ed Coon and Steve Curtis referencing Cumberland Stadium meeting notes.

This memo addresses several topics pertaining to the stadium design and what appears to be problems with existing facilities, products or manufacturers that have been installed. There will need to be further definition during the Design Development Phase pertaining to specifics of the topics to provide additional clarification and incorporation into the Design Development Documents. It presently is unclear to the intent of several of the comments and again will require further discussion and clarification.

October 24, 1996 memo from Larry Staverman to Mike McClure referencing meeting with Dave Pearson, Mike Mullis and Don MacLaughlin

Dave Pearson provided comments on press box and media rooms.

An additional elevator was requested for the media to expedite their vertical travel from the press area to the Service Level for half time and after game media events. This will require review with MSB and the projects overall schematic estimate.

The square footage of the rooms will be identified on the drawings as either square footage summaries or as dimensions.

Additional outlets and phone lines can be provided in the press lounge area for overflow Play Off media.

Adequate outlets and phone outlets for the writing press will be provided. The recessed cup holder was a good idea to prevent spills on the countertops. This will also be incorporated onto the documents.

The location of the instant replay televisions will be coordinated with Dave Pearson during the Design Development Phase.

Comments pertaining to the phone lines and needs for the home team PR and visiting PR will be accommodated.

The parking passes are the responsibility of the team and will not be a design issue.

Coordination of the requirements of the local TV media will occur, but also the national media should be addressed at the same time. This coordination will continue through Design Development and the Construction Document Phase.

More definition will be required pertaining to the requirements of the Green Bay media interview room. It is unknown at this time whether those requirements can be met on this project.

We will need to request further clarification pertaining to the sportsticker data information boards and the locations preferred by Dave Pearson.

Exhibit C to Amendment No. 2

Mike Mullis' comments on box offices needs

The first two items pertained primarily to operational issues with regards to ticket sales.

Remote speakers for the stadium sound system will be distributed at entry points.

Will need further clarification pertaining to the electronic sign near the main box office ticket windows with regards to type of information desired to be displayed, etc.

Space for ATM machines can be accommodated. The actual machine will be by others.

Metal closure at the inside of the ticket windows has been previously addressed.

Will need further clarification and definition pertaining to vault requirements. It was indicated approximately 350 square feet of the box office area to be designated for the vault, but the vault rating and special requirements must be addressed.

Don MacLaughlin comments on marketing areas

The desire to create the "NFL experience" area for fan participation will continue to be explored. At the present time it appears that the large plaza areas at both endzone locations may be one possibility, but also the plaza areas at the exterior of the stadium may be an additional possibility for pre or post game events.

Again, the plaza areas around the stadium may provide marketing venues for tent parties, tailgating, pre game events for consideration.

Facing of the signs perpendicular to the concourse for ease in spectator identification of food service items is fairly common and will be reviewed further during the Design Development and Construction Document Phases.

Architectural plan drawings received from Mike Nicholls by HOK October 23, 1996 (A1-1, A1-2, A1-3, A1-4, A1-5, A1-6, A1-7, A5-1.1 and SD.1-0)

Drawings were reviewed with Jon Muscalo of Volume Services in HOK's office on October 31, 1996. An additional meeting was held November 5, 1996 to further evaluate the comments. The drawings also include comments from Larry Staverman and Mike Nicholls which will require further discussion and evaluation. *These will be carried forward as can be agreed upon and as appropriate.*

BBB/js

Tennessee NFL Stadium
Schematic Design Package
July 12, 1996

RECEIVED 9/22/96
SP: 95-034-00
DAVE WOOD
SUE MARK
GILE
JZ D. STEVENSON
FORD
COON

Sheet #	Comment
✓SD 1-0	Remove Phase II, future Development, future Marina and Spinning Jewel Identify team and suite parking areas
✓SD 1-1	Can the parking lots be combined to make parking more efficient
✓SD 1-3	Concerns over dewatering system river bank at J90 playing field at J96.5. Drainage at 2nd St. and Shelby St. should be reviewed, numerous areas can be drained in this corner.
SD 1-4	Civic Art- how much is out of the stadium budget? Crane Platform/Observation Deck - water features are typically a maintenance nightmare. Suggest not identifying \$ amount allowances at this early stage.
SD 1-5	Can fixtures A&B be selected using the same light bulb - saves on maintenance cost General note - minimize the number of different light bulbs used throughout the project. Type F - (this fixture can easily be damaged- suggest a more permanent fixture be specified.
SD 7-0	Remove words Marina, Spinning Jewel and parking development.
SD 7-1	Remove 4' column, floating riverwalk and future development.
SD 7-2	Remove drawing A
C 3-1	Concerns over water level and dewatering test borings show water from 5.3 to 17.1 feet below the surface.
C 6-0	What will this sanitary lift station look like, any potential odor problems?
SF 1-3	How does this system compare to other stadiums?
SF 2-1	Concern over player safety with concrete being exposed along with grate.

- S 1-2 Special attention should be given to vapor barriers, caulking and water proofing components.
- S 2-2 Field entry at R 10 and seems difference than other sheets.
- S 3-4 This should be reviewed with Oilers, graphics, scoreboard and advertisers all in mind.
- A 1-1 Stairs at A.1 and J0 - can they be ramps instead?

Suggest revisiting truck corridor to team locker room - suggest entering at dewatering pump room and provide a hammer head turn around - use space left over for locker rooms, etc.
- A 1-2 Operator and concessionaire to review spaces
- A 3-1 Is plastic laminate okay with Oilers - will it last 20 years?

How will food service be handled - is there enough counter space in suites to serve buffet style?
- A 5-1.1 Exterior skin should be reviewed for operational and maintenance concerns, i.e., paint every year, how easy is it to change light bulbs on the rakers? Cost issues will also be a consideration i.e., stainless steel panels.
- A 6-1 Suggest reviewing strength and long term durability of fiberglass panel.
- A 7-2.01 Suggest operational team review finishes for maintenance and durability issues. For example, plaster ceiling on main concourse will this mildew? How easy is it to replace light bulbs at upper suite level corridor. Review durability and warranty of waterproofing on upper concourse.
- E 0-2 Suggest moving primary switchgear and transformers up to garage vs below service level.
- E 2-1 Operations personnel should review and comment on lights durability and ease of maintenance.

Tennessee NFL Stadium
Specifications
July 12, 1996

Room Finish Description

Main Concourse - Toilets - we suggest operational personnel review plastic laminate casework in public restrooms. We question durability over the long haul.

Ticket/Administration Area - Is the glass at the ticket window(s) bullet proof? How about the walls below the glass? Is there a need for a vault, if so, who is going to spec and pay for it?

Ramps - Since floors are exposed to the weather, the finish of the concrete will require special attention either in constructing a non slip broom finish or with a non slip applied material.

Law Engineering Report

- p. 4 last paragraph - has a site specific analysis been performed?
- p. 7 last two bullet points refer to dewatering issues, has the design team addressed these issues and concerns?
- p. 10 middle of the page "dewatering" has the design team addressed all of these issues?
- p. 12 last sentence (access ramps) is this being done?

Storm Water and Ground Water Removal - this report prepared by Barge, Waggoner, Summer and Cannon, Inc. deals with one of the main concerns of placing the stadium at grade. We still have concerns over the current design and suggest additional studies be performed to insure the field will be protected.

Mechanical and Electrical System Narrative

- p. 1, item C under 1.01 - suggest avoiding the approach described in the last sentence of this paragraph. This leads to increased cost and change orders.
- p. 2, 2.01A power service, suggest transformers be at grade to avoid potential flooding problems.
- p. 4 suggest Operations review this list to make sure critical areas are connected i.e. some press, some portions of the locker rooms, etc.
- p. 10 - is a dehumidifier programmed at the showers?

Food Service /Merchandise Facility Program p. 1 - suggest Volume Services review and comment on this section.

Acoustics, Broadcast, etc. Section - suggest Operations along with Team Departments, review and comment on this section.

TENNFL STADIUM MEMO

TO: MIKE McCLURE
FROM: LARRY STAVERMAN
DATE: JULY 18, 1956
RE: SCHEMATIC DRAWINGS

MIKE

THE FOLLOWING IS MY VIEWS AND OPINIONS OF THE SCHEMATIC DRAWINGS THAT I RECEIVED FROM HOK. I REALIZE THAT CHANGES CAN BE EXPENSIVE AND ALSO MEANS A DESIGN CHANGE IS NECESSARY BUT I BELIEVE THAT THESE ITEMS ARE IMPORTANT FOR THE OPERATION OF THE STADIUM. I ALSO REALIZE THAT THERE ARE OTHER CONCERNS OTHER THAN OPERATIONS THAT WILL EFFECT THE FINAL DECISION SO I UNDERSTAND THAT SOME OR ALL OF THESE ITEMS CAN NOT BE ACCOMMODATED. I WENT THROUGH THE DRAWINGS PAGE BY PAGE AND LISTED EACH ITEM AS I PROGRESS THROUGH THE SET LISTING THE SHEET NUMBER OF THE DRAWINGS IN CASE YOU WANT TO CHECK WHAT I AM SUGGESTING.

X2-1 LOCATED AT COLUMN LINES 21-22-23 IS THE MAIN ENTRANCE TO THE FIELD FROM THE RAMP TUNNEL. AT THE LAST MEETING I REQUESTED THAT THE OTHER FIELD ENTRY LOCATED BETWEEN COLUMN LINES BE MOVED AND PLACED BETWEEN COLUMN LINES 9-10-11. THIS WAS SUGGESTED SO THAT MOVABLE OR RETRACTABLE SEATS COULD BE PLACED IN THE LOWER SEATING AREAS LOCATED BETWEEN COLUMN LINE 11 THRU 21 TO ACCOMMODATE A STAGE SETTING TO MAKE MORE SUITES USABLE DURING OTHER CONCERT TYPE EVENTS. THE SAME WOULD APPLY TO SHEET X3-1.

SD.1-0 BECAUSE OF I HAVE ALWAYS BEEN MORE INTERESTED IN ADDING FAN AND VIP ITEMS THAT SERVICE THE FAN BEFORE I SPEND REVENUE ON AMBIANCE I WOULD LIKE TO SEE THE SPINNING ELIMINATED OR A LEAST THE WALKWAY AND ACCOMPANYING ITEMS ELIMINATED AND COMBINE THE FIRST TWO IRREGULAR AREAS MARKED PHASE 1 AND FUTURE DEVELOPMENT FOR SUITE PARKING. THIS WOULD ALLOW THE PARKING COMPANY TO ESTABLISH TWO ENTRY GATES AT THE FOUNTAIN AREA (ONE FOR PLAYERS AND STAFF AND ONE FOR SUITE HOLDERS ON THE SOUTH SIDE). CLOSING THIS AREA WOULD NOT EFFECT THE BOAT ACCESS TO THE STADIUM. I WOULD CONSIDER THE PAVING AND AREA IN THE CLOSEST GRASS AREA NORTH OF THE STADIUM SUFFICIENT TO HANDLE THE SUITE PARKING NEEDS OF THAT SIDE OF THE STADIUM. WOULD SUGGEST THE AREA FURTHEST EAST IN THE AREA CLOSEST TO SHELBY STREET. WE WOULD HAVE TO HAVE THE CAPABILITY TO INSTALL A TEMP FENCE TYPE ENCLOSURE OR A PERMANENT ENCLOSURE WITH GRASS AND TREE PLANTINGS. WE MIGHT WANT TO TRACE THE 800 SPACE PAVED PARKING WEST OF THE STADIUM FOR THE SUITE AREA.

IR1.0 DO WE HAVE AN ESTIMATED COST ON THE MASTER IRRIGATION PLAN - SHOULD THAT BE CONSIDERED A GO NO GO ITEMS FOR THE FUTURE AND UTILIZE A MORE LABOR INTENSIVE HAND WATERING SYSTEM ONCE THE FACILITY IS COMPLETED. HOWEVER THE LABOR WOULD ALREADY BE PART OF THE STAFF AND WOULD ONLY BE THEIR NORMAL DAILY DUTIES.

L 1-0 THE LANDSCAPING PLAN SEEMS TO BE VERY EXTENSIVE AND ELABORATE FOR A STADIUM SITE. BELIEVE THAT SOME OF THOSE ITEMS COULD BE TRIMMED TO MAKE REVENUES AVAILABLE FOR MORE NEEDED ITEMS LATER IN THE PROJECT. WHILE THE NORMAL DAILY MAINTENANCE WOULD BE HANDLE BY THE STADIUM STAFF THE MAJOR PRUNING AND TREE MAINTENANCE WOULD HAVE TO BE CONTRACTED OUT. IF LANDSCAPING IS NECESSARY IN THE PLAN I WOULD RECOMMEND THAT ONLY THE PERIMETER TREES (ONE ROW IDEALLY BUT NO MORE THAN TWO) BE PLANTED SO THAT MAINTENANCE OF THE GRASSY AREAS CAN BE MORE EFFICIENTLY HANDLED.

SF1-3 SUGGEST THAT THE FIELD DRAINAGE RIM AROUND THE FIELD AT THE SEATING EDGE INCLUDED A 4 TO 5 FOOT CONCRETE PAD TO ACCOMMODATE THE FIELD TARPS SO THAT THEY ARE NOT STORED ON THE GRASS SURFACE. THIS WOULD ONLY HAVE TO BE ON ONE OR BOTH SIDES OF THE FIELD TO ACCEPT THE ROLLED UP TARPS. IF THE FIELD TARPS WOULD BE THE TOTAL WIDTH OF THE FIELD THEN WHEN THEY ARE ROLLED AFTER RAIN THE RUN OFF FROM THE TARPS WOULD BE ONTO THE CONCRETE STRIP AND NOT ON THE GRASS. HOWEVER, THE STORAGE PROBLEM COULD BE ELIMINATED WITH CAVITY TYPE SPACES SIMILAR TO WHAT THEY HAVE AT JOE ROBBIE STADIUM BUT THE MOISTURE WOULD STILL REMAIN. ANOTHER ISSUE WITH THIS INSTALLATION THAT SHOULD BE DISCUSSED IS THE BENEFIT IF THE PIPE IN THE TRENCH SHOULD BE WRAPPED IN GEO-TEXTILE. I REALIZE THAT THIS IS AN ISSUE THAT SHOULD BE ADDRESSED BY THE FIELD MAINTENANCE SUPERVISOR.

A1-1 AS I HAVE INDICATED IN THE PREVIOUS MEETINGS THERE DOES NOT SEEM TO BE SUFFICIENT AMOUNT OF STORAGE SPACE FOR CLEANING SUPPLIES AND FIELD PROTECTION MATERIAL. REALIZING THAT THEIR IS A DESIRE TO MINIMIZE THE ALSO SECURITY IS GENERALLY CONNECTED WITH EVENT STAFFING SO I SUGGEST THAT THEY BE MOVED OVER TO THE GENERAL STORAGE AREA IN BAYS 5-6-7 AND PLACE THEM CLOSE EVENT STAFFING. THAT AREA COULD BECOME PART OF THE MAINTENANCE SHOP. MAKE BAYS 7-8-9-10 AS THE HOUSEKEEPING STORAGE AREA FOR SUPPLIES AND EQUIPMENT. MAKE THE AUX. VISITORS LOCKER ROOM INTO A FIELD PROTECTION ROOM AND ADDITIONAL STORAGE AREA. I DO NOT BELIEVE THAT THE FIRST AID ROOM SHOULD BE LOCATED IN THIS AREA AS IT IS TOO FAR REMOVED FROM THE SEATING AREA AND SHOULD BE MOVED TO THE CONCOURSE LEVELS TO HAVE QUICKER ACCESS TO ANY FAN THAT WOULD HAVE PHYSICAL TROUBLE DURING AN EVENT.

A1-2 SUGGEST THAT THE TURNSTILES BE MADE A PERMANENT FIXTURES AT THE NORTH AND SOUTH MAIN ENTRY POINTS AND THAT THE TURNSTILE STORAGE AREAS BETWEEN BAYS 32-33 AND 58-57 BE TURNED INTO THE MAIN CONCOURSE FIRST AID ROOMS. THESE ROOMS WOULD HAVE RESPONSIBILITY FOR THE LOWER SEATING AREA AND THE PRESSLOWER SUITE AREAS.

A1-4 IF THERE IS A DESIRE TO ESTABLISH A FIRST AID ROOM FOR CLUB PATRONS. I WOULD SUGGEST THAT ONE BE ESTABLISHED BETWEEN BAYS 23-24 AND 7-8. THIS COULD ALSO HANDLE THE UPPER SUITE AREA WITH ACCESS TO THOSE AREAS BY MEANS OF THE ELEVATOR AT THE SUITE AND CLUB ENTRY PLAZAS.

A1-7 FOR THE FANS LOCATED IN THE UPPER CONCOURSE AREA I WOULD SUGGEST THAT A FIRST AID ROOM BE ADDED AGAINST THE OUTSIDE WALL OF THE UPPER DECK BETWEEN BAYS 29-30 AND 1-2.

FOOT NOTE: I AM SUGGESTING THAT EACH FIRST AID ROOM WOULD BE MANNED BY TWO (2) NURSES AND AN AMBULANCE DRIVER TO DRIVE A CUSHMAN STADIUM AMBULANCE. EACH ROOM WOULD BE CONNECTED BY IN HOUSE PHONE SO THAT IF ONE AREA IS BUSY THEN OTHER ROOMS COULD BE ON ALERT FOR CALLS TO THE BUSY AREA USING THE RAMPS ON THE EACH END OF THE STADIUM. I WOULD ANTICIPATE PLACING TWO EMS TYPE AMBULANCES IN THE AREA OF THE TV TRUCK PARKING/CONCESSION LOADING DOCKS FOR ANY FAN THAT NEEDS TO BE TRANSPORTED TO AN AREA HOSPITAL.

A7-2.01 DOES THE 4 FOOT WALL AT THE FIELD LEVEL FOR LOWER SITE LINES SUFFICIENT ENOUGH ABOVE THE FIELD TO PROVIDE ADEQUATE SITE LINES FOR THE FANS IN THE FIRST AND SECOND ROW IN VIEW OF THE FACT THAT PLAYERS AND MEDIA WILL BE ON THE SIDE LINES POSSIBLY OBSTRUCTING THE FANS VIEW OF THE PLAYING FIELD.

ON TUESDAY NIGHT WHEN WE SPOKE YOU MENTIONED THAT STEVE CURTIS INDICATED THAT THERE WAS SOME INTEREST IN CREATING A STRUCTURE AT THE TOWER END OF THE STADIUM FOR STADIUM OFFICES WHICH I WOULD THINK WOULD BE A VERY GOOD IDEA AND MOVE THEM OUT OF THE FIELD LEVEL AREA.

I WAS GOING TO SUGGEST AND IN VIEW OF THE FACT THAT DON JOHNSON OF THE TVA DESIRES TO CONSULT WITH THE GROUP I BELIEVE THAT THE OILERS SHOULD ASSUME THE RESPONSIBILITY OF SELECTING THE FIELD LIGHTING PURVEYOR (GE, SYLVANIA, PHILLIPS ETC) INSTEAD OF HOK AND WORKING WITH MR. JOHNSON SELECT THE COMPANY THAT WILL DO THE BEST JOB FOR US IN DESIGNING THE VIEW AIMING DIAGRAM AND LAMP SELECTION. IT SHOULD ALSO BE TIED IN WITH SOME TYPE OF PROMOTION EACH SEASON OR THEY SHOULD BECOME A R/TV ADVERTISER. RECOMMEND THAT THE LAMPS BE A MINIMUM OF 1500 WATT AND THAT THEY ALL BE INSTANT STRIKE.

I BELIEVE THAT THE STADIUM SOUND SYSTEM SHOULD BE HANDLED IN THE SAME MANNER IN SELECTING A LOCAL COMPANY THAT CAN INSTALL THE SYSTEM AND WORK WITH THEM ON SELECTING THE EQUIPMENT THAT COULD LEAD TO SOME TYPE OF GAME PROMOTION AND/OR ADVERTISEMENT.

ONE THING THAT WE SHOULD CHECK WITH DON JOHNSON ABOUT IS THE ABILITY FOR US TO BE ABLE TO UTILIZE COMPUTER HVAC CONTROLS FOR CONTROLLING THE TEMPERATURE IN THE SUITE AND LOCKER ROOM AREAS AND OTHER AREAS OF THE STADIUM ESPECIALLY THE FIELD LIGHTING SYSTEM.

WILL THE OILERS HAVE A SUITE REPRESENTATIVE ON EACH SIDE OF THE STADIUM AND EACH LEVEL (TOTAL OF 6) THAT WOULD BE RESPONSIBLE FOR CONTACT WITH SUITE PATRONS AT EACH EVENT TO MAKE SURE THAT THINGS ARE ACCEPTABLE TO THEM AND THEIR GUEST AT EACH EVENT. IF THEY ARE WE SHOULD FIND A SMALL ROOM (OFFICE FOR THEM ON EACH CONCOURSE LEVEL.

I FOR ONE DO NOT LIKE TO UTILIZE ANY PRIME PARKING AREAS FOR LIMO AND TAXI PARKING AND I DO NOT LIKE TO HAVE THEM PARKING AROUND THE STADIUM PERIMETER ROADS AS IT LIMITS THE EGRESS FOR OUR OTHER FANS AND ESPECIALLY THE SUITE HOLDERS. I SUGGEST THAT AREA ALONG WOODLAND AVENUE AS THE PICK UP SPOT FOR LIMO AND TAXI PICKUP. IF A SUITE HOLDER IS COMING TO THE GAME IN A RV VEHICLE OR LIMO WE NEED TO CREATE AN AREA IN THE BACK OF THE SUITE PARKING LOT FOR OVERSIZE VEHICLES.

THE PLANS HAVE TAKEN INTO ACCOUNT THE NEEDS OF THE NETWORKS BUT I BELIEVE THAT WE NEED TO ADDRESS THE NEEDS OF THE LOCAL AND AREA TV CREWS. SUGGEST WE CONTACT THEM WITH REGARD TO ESTABLISHING PERMANENT CABLE VIDEO AND AUDIO CONNECTIONS IN THE STADIUM THAT PERMITS THEM TO DO STADIUM RELATED STORIES BACK TO THEIR STUDIOS. THE SHORT WAVE ANTENNA COULD BE PLACED ON THE SCOREBOARD TOWER.

I REALIZE THAT IT MAY NOT BE COST EFFECTIVE BUT I THINK THAT IT WOULD BE IMPORTANT TO CONTACT THE TENNESSEE WEIRSSO DISTRIBUTOR TO GET A COST ON A FIELD HEATING SYSTEM. THE SYSTEM WOULD PERMIT US TO ESTABLISH A GRASS GROWING CLIMATE AS WE GET INTO THE DECEMBER AND JANUARY GAMES.

WITH EVEN THE SMALLEST REMOTE POSSIBILITY THAT THE DECEMBER AND JANUARY GAMES COULD BE PLAYED IN SOME ADVERSE TEMPERATURES WE NEED TO ESTABLISH A WATER SYSTEM THAT CAN BE PROTECT US FROM A WATER SYSTEM FREEZE. THIS WOULD PLACE THE STADIUM AND THE FANS IN AN SERIOUS SITUATION FOR THE GAME. WE MAY ALSO DESIRE TO SHUT DOWN THE STADIUM DURING FEBRUARY AND MARCH TO PREVENT DAMAGE THE STADIUM WATER SYSTEM. IT WOULD BE HELPFUL TO HAVE A LARGE AIR COMPRESSOR IN THE WATER SYSTEM THAT COULD BE ACTIVATED TO BLOW DOWN THE STADIUM IN MINIMAL TIME. THIS TYPE OF SYSTEM WOULD HAVE TO HAVE SOME SEPARATE SYSTEM TO BE ABLE TO ISOLATE THE WINTER WORK AREAS.

WE NEED TO IDENTIFY PARKING AREAS NEAR THE STADIUM FOR THE EVENT STAFFING AND CONCESSION WORKERS FOR PARKING FOR EVENTS. IN MOST CASES THAT I HAVE BEEN ASSOCIATED THESE WORKERS HAVE BEEN GIVEN COMPLIMENTARY PARKING. IN CLEVELAND WE HAD A REMOTE LOT ABOUT A 3/4 OF A MILE FROM THE FACILITY THAT WE USED FOR THESE WORKERS. STEVE CURTIS MAY PROVIDE US WITH SOME POTENTIAL AREAS THAT CAN BE CONSIDERED WITH REGARD TO LOCATION, SECURITY AND ABILITY TO GET THE WORKERS TO THE STADIUM.

UNLESS I HAVE MISSED IT ON THE DRAWINGS THE DOES NOT APPEAR TO BE ANY PROVISIONS GIVEN TO PROVIDING THE SUITE HOLDERS FOR TV SETS NEAR THE FRONT OF THE SUITES FOR THEM TO VIEW REPLAYS WITHOUT TURNING AROUND.

Mike
*Give me a call if you have
any questions*
Living

TENNFL STADIUM MEMO

TO: MIKE McCLURE
FROM: LARRY STAVERMAN
DATE: AUGUST 9, 1996
RE: ITEMS

MIKE:

THE FOLLOWING ARE SOME ITEMS THAT NEED TO BE ADDRESSED BY HOK AS THEY PREPARE THE FINAL DOCUMENTS FOR BID:

WE NEED TO IDENTIFY FOR HOK THE NUMBER OF PARKING SPACES THAT ARE NEEDED BY THE TEAM FOR THE SUITE HOLDERS AND CLUB SEAT HOLDERS ON THE NORTH AND SOUTH SIDE SO THAT WE CAN SELECT THE BEST LOCATION FOR THESE SPECIAL GUESTS.

ONCE THE STADIUM IS FINISHED AND NASHVILLE IS NOW A PLAYER FOR NATIONAL CONCERTS, THE LOCAL NASHVILLE PROMOTER WILL BE THE ONE THAT THEY WILL WANT TO DEAL. I HAVE TALKED TO OUR LOCAL PROMOTER (BELKIN PRODUCTIONS) AND HE INDICATED THAT THERE IS NO PROMOTER LIKE HIM IN NASHVILLE AND HE INDICATED THAT NASHVILLE IS AN OPEN MARKET TO ANY PROMOTER THAT WANTS TO PROMOTE A CONCERT. HE SAID THAT THE ONE PROMOTER THAT HE IS AWARE THAT HAS BEEN ACTIVE IN NASHVILLE IS DAVE LUCAS OF SUNSHINE PRODUCTIONS OF INDIANAPOLIS, IND. WE MAY WANT TO CONSIDER CONTACTING HIM ABOUT OUR PLANS AND TO SEE IF HE WANTS TO BE INVOLVED WITH US AS A PROMOTER. WE COULD ALSO MAKE SOME CALLS AND CONTACTS IN NASHVILLE TO SEE IF THERE IS A LOCAL PROMOTER THAT WOULD BE MORE BENEFICIAL TO US IN WHAT WE ARE TRYING TO ACCOMPLISH ON THE CONCERT SCENE. SHOWING AN INTEREST IN THEM AND ASK THEM WHAT TYPE OF ACCOMMODATIONS THEY WOULD NEED FOR CONCERTS COULD OPEN THE DOOR FOR THE POSSIBILITY OF FILLING SOME OF THOSE ADDITIONAL DATES THAT ARE CONTROLLED BY THE OILERS.

TO PREPARE FOR THE EVENTUALITY OF CONCERTS AND OTHER EVENTS BEING HELD IN THE STADIUM, I HAVE CONTACTED SEVERAL OF MY CLEVELAND CONCERT CONTRACTORS WITH REGARD TO THEIR ELECTRICAL NEEDS FOR STAGE LIGHTING AND SOUND. I BELIEVE THAT THIS IS INFORMATION THAT HOK WILL NEED FOR THEIR BID SPECS. THE MINIMUM POWER REQUIREMENTS FOR NORMAL CONCERTS (VINCE GILL, REBA MCINTYRE, LOLLAPALOOZA) ARE: 400 AMP - 3 PHASE CIRCUIT FOR AUDIO; 800 AMP - 3 PHASE CIRCUIT FOR LIGHTS AND A 200 AMP - 3 PHASE SPARE CIRCUIT. THESE CIRCUITS SHOULD TERMINATE ON THE FACE OF THE WALL (CENTER OF THE FIELD) ON THE END OF THE STADIUM WHERE THE FIELD SERVICE DOORS ARE LOCATED.

SINCE THE COMMUNICATION NEEDS OF THE STADIUM ARE VERY DEMANDING WITH REGARD TO THE NEEDS OF THE TEAMS, THE FANS AND THE NETWORKS, I HAVE ASKED MY LOCAL CLEVELAND "SELL" REPRESENTATIVE TO GIVE ME THE NAME OF THEIR COUNTER PART IN NASHVILLE SO WE CAN PREPARE THEM FOR THE DEMANDS OF A NEW STADIUM. SINCE I WORKED WITH THEM ON THE PLACEMENT OF LINES IN THE GATEWAY PROJECT, I HAVE ACCESS TO THOSE REQUIREMENTS WHICH I WILL SHARE THEM WITH THE NASHVILLE "SELL" REP.

I JUST RECEIVED A MEMO FROM ED COON SHOWING PLANS AND SECTIONS AS AN APPROACH TO OPTION 'A'. THEY HAVE GIVEN US THE BASIC NEEDS THAT WE REQUESTED FROM THEM IN ELIMINATING NEED FOR THE DEWATERING PIT AND PUMPS. I REALIZE THAT THEY ARE CONCERNED ABOUT THE HEIGHT AND DEPTH OF THE UPPER DECK BUT FROM A TEAM MANAGEMENT ASPECT I DO NOT BELIEVE THAT THE "PR DEPT." WILL APPRECIATE SPLITTING THE PRINT MEDIA FROM THE ELECTRONIC MEDIA. IT WOULD REQUIRE DOUBLE STAFFING ON GAME DAYS. IT WOULD ALSO REQUIRE DOUBLE FEEDING AND HOSPITALITY AREAS IN MEDIA AREA. BEFORE WE AGREE TO SPLITTING I WOULD SUGGEST A WALKWAY AROUND THE LOWER DECK APPROXIMATELY 8 FEET HIGH. REALIZING THAT IS COULD ADD ADDITIONAL HEIGHT TO THE UPPER DECK AND ULTIMATELY THE STADIUM.

TO ACCOMMODATE THE POSSIBLE NEED OF THE TEMPORARY SEATS IN THE END ZONE DOES NOT SEEM TO BE ADDRESSED ON THE EAST END OF THE STADIUM. IT APPEARS THAT THE AREA IS "OPEN TO ABOVE". IF THAT AREA NEEDS TO BE AVAILABLE TO ACCEPT TEMPORARY SEATING THEN THE UPPER MAIN CONCOURSE WOULD HAVE TO BE THE SAME AS THE WEST END OVER THE SERVICE AREA LIKE IS SHOWN ON THE LAST SHEET OF THE MEMO. I REALIZE THAT THE ADDITIONAL CONCRETE AND SUPPORTS ADD AN ADDITIONAL COST AND WE COULD

I WILL CONTINUE TO REVIEW THE SKETCHES AND GET BACK TO YOU NEXT WEEK IF I HAVE ANY OTHER OBSERVATIONS.

ALSO, I HAVE ORDERED ANOTHER LINE FOR MY HOUSE AND SOME ADDITIONAL EQUIPMENT FOR MY COMPUTER TO MAKE IT INTO A FAX MACHINE. THE EQUIPMENT WILL BE INSTALLED ON MONDAY AND THE LINE WILL GO IN SOMETIME ON TUESDAY. I SHOULD BE IN BUSINESS BY WEDNESDAY AND THE NUMBER WILL BE 572-2145.

SHOULD YOU NEED ANY CLARIFICATION ON ANY OF THE ABOVE PLEASE GIVE ME A CALL.

7/20/96 *BALLET* *WOOD* *COON*
MAKIN
Patrinely Group

Patrinely Group, Inc.
Patrinely Corporation Company
1 WoodLake Park Boulevard
Suite 200
Houston, Texas 77079
Tel: 713 560-4800
713 560-0008

TO: MIKE McCLURE, ED COON
FROM: PATRINELY GROUP, INC.
RE: NASHVILLE STADIUM /
9/8/96 TRIP TO JACKSONVILLE

BELOW, PLEASE FIND OUR NOTES ON THE ABOVE:

19 MONTH CONSTRUCTION PERIOD

ABOUT 35,000 SQ. FT. OF ADMINISTRATION SPACE

ABOUT 35,000 SQ. FT. OF BACK AREAS (TRAINING ROOMS, LOCKERS, ETC.)

ABOUT 60,000 SQ. FT. OF CLUB AREA ON EACH SIDE (TWO LEVELS)

PRACTICE FACILITY IS SERVICED BY THIS FACILITY

THEY ARE VERY PLEASED WITH THE CLUB CONCEPT

TICKETING HAS 18 WORK STATIONS

THE TEAM LEASES THE ADMINISTRATION AREA ALL YEAR, AND LEASES THE REST OF THE STADIUM 10 TIMES A YEAR

COULD HAVE USED A FEW MORE WORKROOMS (20'x14')

ENTRIES TO SUITES AND CLUB AREA ON BOTH SIDES OF STADIUM

ELEVATORS OK ON ONE SIDE BUT OVERLOADED ON PRESS BOX SIDE. NEED ONE MORE ELEVATOR

CLUB LEVEL SERVICED BY BEER LINES FROM CENTRAL COOLERS. CONCESSION STANDS INDEPENDENTLY SERVICED. VOLUME SERVICES SAID THAT IT WAS IMPORTANT TO VERIFY THAT THE STATE WILL ALLOW DISTRIBUTION BY VENDING COMPANY TO ALL AREAS. IT IS IMPORTANT THAT THE CONCESSION OPERATOR NOT BE BURDENED WITH THIS TASK.

MAIN KITCHEN PRIMARILY SERVICES CLUB AND SUITES LEVELS. THERE IS NO EASY PATH TO THESE AREAS, NO EFFECTIVE ELEVATOR SERVICE, AND NOT ENOUGH STAGING AREA (OR PREPARATION AREAS) ESPECIALLY AT THE SUITES LEVEL.

THE MAIN KITCHEN IS SPACIOUS AND ADEQUATELY EQUIPPED

VOLUME SERVICES SAID THAT ADDITIONAL REFRIGERATION UNITS WOULD BE DESIRABLE.

EYE LEVEL FROM FIRST ROW NEEDS TO BE HIGH ENOUGH TO SEE OVER PLAYERS. A 6' WALL WAS IN THE END ZONE AREA, AND THIS INCREASED TO 7' ALONG THE SIDELINES (THESE DIMENSIONS WERE ESTIMATED).

PRESS HAS CLOSE ACCESS TO AN ELEVATOR

PRESS LEVEL HAS EXPOSED CABLE TRAY FOR EASY MAINTENANCE (SAME IN BASEMENT). VERIFY HEIGHT IN LIEU OF THE SIZE OF SOME OF THE PEOPLE IN THESE AREAS.

THE SMALLER SUITES DID NOT HAVE RESTROOMS.

PVC PIPING WAS USED FOR SOME DRAIN LINES.

NEED A ROOM FOR PHOTOGRAPHERS RIGHT OFF THE FIELD

THE BACK OF THE END ZONE IS ABOUT 15' FROM THE WALL

THE PLAYERS FAMILY ROOM AND CHILD CARE SHOULD BE ADJACENT. THIS WAS NOTED AS A PRIORITY THAT JACKSONVILLE WISHES THEY HAD.

VOLUME SERVICES OFFICES AND STORAGE AREA UNDER STADIUM SEATING

SUITES CALL DOWN TO BASEMENT OFFICE WITH ORDERS. CAN USE A DEBIT CARD. BILL PREPARED IN 3RD QUARTER.

VOLUME SERVICES SAID THAT A WARMING OR SMALL COOKING KITCHEN ON THE SUITES LEVEL IS DESIRABLE

VOLUME SERVICES CAN TRACK CONCESSION SALES TO PINPOINT WHAT ITEMS ARE THE HOT SELLERS, AS WELL AS TRACK INVENTORY. THERE ARE ABOUT 311 POS UNITS.

ALCOHOL VENDING STOPS AT THE START OF THE 4TH QUARTER.

EMPLOYEE CHECK-IN ROOM IS INADEQUATE. ABOUT 1500-2000 EMPLOYEES PER GAME. SOME ARE HOURLY, SOME ARE COMMISSION, AND SOME ARE VOLUNTEER GROUPS. THE VOLUNTEER GROUPS MUST CHECK-IN AT A DIFFERENT LOCATION BECAUSE OF SPACE PROBLEMS IN THE CHECK-IN ROOM.

GARBAGE IS PICKED UP MANUALLY. 2 COMPACTORS ARE USED, WHICH IS NOT ADEQUATE. IT TAKES THEM UNTIL WEDNESDAY TO HAVE ALL TRASH REMOVED.

THERE IS NO DIRECT WAY AROUND THE STADIUM. THIS WAS VOLUME SERVICES MAIN PROBLEM:

IT WAS SUGGESTED TO HAVE SPEAKERS IN THE BACK AREAS TO ALLOW EMPLOYEES TO HEAR THE GAME AS WELL AS TO BECOME PART OF THE EXCITEMENT.

THE RAMP AREA WAS VERY CONGESTED WITH SMOKERS STANDING AROUND. THIS PROBLEM SEEMED COMPOUNDED AT QUARTER BREAKS.

THE WALKWAY BETWEEN THE CONCESSIONS AND THE RESTROOM / SERVICE CLOSETS HAD LITTLE NATURAL LIGHT, HAD LITTLE AIR MOVEMENT, HAD NO VIEWS TO THE FIELD OR IN THE OTHER DIRECTION, AND SEEMED ALMOST LIKE YOU WERE IN A TUNNEL. *IT IS A TUNNEL THROUGH THE CLUB LEVEL*

THE ADMINISTRATION AREA INCLUDED SUCH THINGS AS: BROADCASTING BOOTH, MEDIA WORKROOM, SCOREBOARD ROOM, FAMILY WAITING, ETC.

CLUB SEATING ARE 21" (PER HOK) PADDED SEATS WITH CUP HOLDERS

SUITES WERE ABOUT 14' WIDE, 12 STADIUM TYPE SEATS WITH ABOUT 20 CAPACITY. 4 GUEST PASSES TO EACH SUITE. THE WINDOWS IN THE SUITES ARE ALMOST ALWAYS OPEN.

THE PRESS FACILITY HAS ABOUT 210 CAPACITY. THERE WERE 3 ROWS OF SEATING AVAILABLE.

A PRESS LUNCHROOM WAS PROVIDED.

A POST GAME INTERVIEW ROOM NEEDS TO BE PROVIDED

THE OUTDOOR PLAZA HAS BEEN TURNED INTO A BEER GARDEN.

AN AREA FOR THE "NFL EXPERIENCE" AND CORPORATE TENTS IS PROVIDED.

CLUBS AND SUITES ARE SERVED ONE HOUR BEFORE AND AFTER THE GAME.

THE TV TRUCKS WERE PARKED AT GRADE NEXT TO THE STADIUM AT ONE END.

NO CAB STAND WAS PROVIDED.

NOTE: THESE WERE OUR OBSERVATIONS. MOST OF THIS INFORMATION WAS CONVERSATIONAL AND THUS MAY NEED TO BE VERIFIED FOR ACCURACY.

TENNFL STADIUM MEMO

7-6 7-2-96 CC.
B. BARNERT
E. COON
S. MALIK D. WOOD
D. GILE
J. FORD
D. STEVENSON

TO: THE FILES
FROM: LARRY STAVERMAN
DATE: SEPTEMBER 13, 1996 REC'D 9-25-96
RE: HIGHLIGHTS OF JACKSONVILLE STADIUM TOUR

IN NO SPECIFIC ORDER THIS IS A REVIEW OF THE PICTURES:

THE JAGUARS OFFICES ARE LOCATED IN THE STADIUM ON THE NORTHWEST CORNER OF THE STADIUM JUST TO THE LEFT OF SUITE ELEVATOR FOYER AREA. WE WERE SHOWN MOST OF THE OFFICE AREA.

SOME OF THE OFFICE AREAS WE VISITED WERE:

THE TICKET OFFICE WHICH HAD MANY CUBICLES THAT HOUSED THE PERSONNEL TO COMMUNICATE WITH THE CUSTOMER. THEY DO NOT USE TICKETMASTER FOR THEIR TICKET SALES, PREFERRING TO USE THEIR OWN TICKET SERVICE. THEY DO NOT HAVE ANY TICKET OUTLETS WHICH MEANS THAT ALL POTENTIAL CUSTOMERS HAVE TO VISIT THE STADIUM FOR TICKETS OR TO ORDER THE TICKETS BY PHONE. TICKETS ORDERED BY PHONE CAN BE PICKED UP DURING THE WEEK OR AT THE WILL CALL WINDOW ON GAME DAY.

ALSO IN THEIR OFFICES AREA WAS A RADIO STUDIO WHICH WAS USED ON GAME DAY FOR THE RADIO PRE-GAME SHOWS AND TO CUT COMMERCIALS THAT ARE USED ON THE JAGUARS RADIO BROADCASTS. ALL ON AIR PERSONALITIES ARE EMPLOYEES OF THE JAGUARS AS THEY ARE USED FOR APPEARANCES AND SPEAKING ENGAGEMENTS DURING THE CLOSING SEASON.

SINCE THE JAGUARS CONTROL THE JUMBOTRON SYSTEM, THE CONTROL ROOM FOR THE JUMBOTRON IS ALSO LOCATED IN THE JAGUAR OFFICE AREA WHICH IS NOT USUAL IN MOST STADIUMS.

ALSO IN THE OFFICE AREA THE JAGUARS HAVE ESTABLISHED A FAMILY WAITING ROOM FOR FAMILIES OF THE PLAYERS TO WAIT FOR THE PLAYERS AFTER THE GAME. IN THE AREA NEAR THE LOCKER ROOM THEY ESTABLISHED A NURSERY FOR THOSE WIVES THAT DESIRE TO USE IT (IT IS NEAR THE TRAINING ROOM KITCHEN).

IN THE MIDDLE OF THE STADIUM ON THE EAST AND WEST SIDE IS THE SUITE AND CLUB SEATING ENTRANCES - EACH IS A GLASS ENCLOSED AREA THAT CONTAINS TWO ELEVATORS (ALL SAY TWO WAS NOT SUFFICIENT - ESPECIALLY DURING THE LAST HOUR OF THE INGRESS AND FOR THE EGRESS). THE ELEVATORS TAKES FANS TO THE SUITE AND CLUB AREA HOWEVER MOST CLUB CUSTOMERS USE THE ESCALATORS AND STAIRS TO ACCESS THE CLUB LEVEL.

THERE ARE TWO LEVELS TO THE CLUB AREA (CLUB SEATING IS IN THE CENTER OF THE STADIUM ON THE TWO LEVELS OF THE LOWER DECK) AND THE TWO AREAS SERVICE FANS ON THAT LEVEL. BOTH LEVELS HAVE STANDARD FARE CONCESSION STANDS (DOGS - POP CORN - ETC) AND REST ROOMS. HOWEVER THE LOWER LEVEL HAS TWO BUFFET STANDS; ONE SERVES A DINNER BUFFET MENU AND ONE THAT SERVES A SANDWICH BUFFET MENU. IN THE MIDDLE OF EACH LEVEL IS A CLUB BAR. AS I INDICATED THEIR CLUB LEVEL TWO LEVELS OF THE LOWER DECK THAT EXTENDS FROM THE 20 TO 20 YARD LINES.

STADIUM HAS TWO MASSIVE SCOREBOARDS ON THE NORTH AND SOUTH END OF THE STADIUM. ALSO THEY HAVE A MATRIX MESSAGE SYSTEM ON THE FOUR CORNERS OF THE STADIUM AS WELL AS FOUR TRI-VISION BOARDS IN THE CORNERS.

THE MAIN BOARDS CONTAINS A JUMBOTRON, A COLOR MATRIX AND TWO TRI-VISION AS WELL AS GAME IN PROGRESS INFORMATION.

WE HAD THE OPPORTUNITY TO VISIT A SUITE WHICH HAS 3 LEVELS OF SEATING - 12 SEATS IN TWO ROWS AND 4 SEATS IN THE BACK ROW, A LOUNGE AREA, WET BAR AND REST ROOM FACILITIES. AREA IS SERVICED BY A RAMP WHICH IS ENCLOSED AND IS CLIMATE CONTROLLED.

LOCATED ON THE SUITE LEVEL IS THE LUNCH KITCHEN FOR THE PRESS BOX WHICH IS ACCESSED BY STAIRS FROM THE PRESS BOX. THE LUNCH KITCHEN ALSO HAS AN EATING AREA SO THAT THE MEAL CAN BE EATEN THERE AND NOT TAKEN TO THE PRESS BOX. THE PRESS BOX HAS 3 LEVELS OF SEATING - THE FIRST TWO LEVELS CAN SEE THE STADIUM SCOREBOARDS WHILE THE LAST ROW DOES NOT HAVE ACCESS TO GAME IN PROGRESS INFORMATION.

EXPOSED TRAYS ARE USED THROUGHOUT THE STADIUM (EVEN IN THE AUX. SUITE AREA) TO CARRY THE COMMUNICATIONS SYSTEM (TELEPHONE - TV CABLES - RADIO LINES) TO THE PRESS AREA AND TO OTHER AREAS OF THE STADIUM.

SINCE THE JAGUARS USE THE STADIUM AS THEIR TRAINING AND PRACTICE FACILITIES THEY UTILIZE SEVERAL OF THE ROOMS FOR GAME DAY NEEDS. ONE OF THE ROOMS (THE MAIN TEAM MEETING ROOM) IS USED AS THE POST GAME INTERVIEW ROOM FOR COACHES AND PLAYERS. ANOTHER ROOM THAT IS USED ON GAME DAY IS THE TEAM EATING ROOM AND KITCHEN WHICH IS USED BY THE GAME DAY PHOTOGRAPHERS AS THEIR LUNCH ROOM. THIS IS AN IMPORTANT ROOM SINCE IT KEEPS THE PHOTOGRAPHERS OUT OF THE PRESS BOX AREA AND KEEPS THEM AT A FIELD LEVEL.

BECAUSE THE STADIUM HAS THE CAPACITY TO ADD ADDITIONAL SEATING (SCAFFOLDING SEATING FOR PLAY-OFF GAMES AND COLLEGE GAMES) ON THE SOUTH END OF THE STADIUM THE SCOREBOARD ON THAT END IS AWAY FROM THE STADIUM CREATING A PLAZA AREA. ON GAME DAY THIS AREA IS USED AS A "BEER GARDEN". IT ENCLOSED WITH "BIKE" RACKS AND IT CONTAINS UMBRELLA SEATING, CONCESSION STANDS AND ONE OUTSIDE PURVEYOR (LONGHORN STEAK HOUSE). THIS AREA IS OUTSIDE THE TURNSTILES ON THAT END OF THE STADIUM.

Asst
Coach
to
staff
for
2
WE HAD THE OPPORTUNITY TO VIEW THE FIELD SET UP AND ONE THING OF NOTE WAS THE HEIGHT OF THE WALL THAT SEPARATES THE FIELD FROM THE SEATING AREA. THE WALL ON THE SIDE LINES AND ON THE NORTH END OF THE STADIUM IS 7' TALL WHILE THE WALL ON THE SOUTH END OF THE FIELD IS 6' TALL. IT WAS ASSUMED THAT THE FIELD GRASS WAS TIF-WA BERMUDA BUT THAT WAS NOT CONFIRMED.

THE CONCESSION MANAGER GAVE US A TOUR OF THE KITCHEN FACILITIES THAT INCLUDING PREP ROOM AND KITCHEN ABOUT THE SIZE OF A HOTEL KITCHEN THAT HAS THE CAPABILITY OF PREPARING ANY TYPE OF MEAL.

WHILE WE IN THE CONCESSION AREA WE HAD THE OPPORTUNITY TO SEE A FIRST AID ROOM. PERSONNEL INDICATED THAT THEY HAVE 3 SUCH VEHICLES IN OPERATION AND THEY INDICATED ALSO THAT THEY COULD USE A MINIMUM OF 3 MORE.

Exhibit C to Amendment No. 2

THE JAGUARS HAVE PURCHASED FROM THE "NFL" SEVERAL ITEMS FROM THE NFL EXPERIENCE THAT IS USED AT THE SUPER BOWLS FOR FAN INVOLVEMENT. THEY SET ASIDE AN AREA VERY CLOSE TO THE "BEER GARDEN" AREA AND THEY ALLOW FANS TO GET INVOLVED IN THESE HANDS ON EXHIBITS.

2 SINCE THERE IS "NO SMOKING" IN THE SEATING AREAS OF THE STADIUM, THEY HAVE SET ASIDE THE EXTERIOR RAMPS OF THE STADIUMS AS THE SMOKING AREAS FOR THE STADIUM. THEY HAVE PLACED "TV" SETS IN THESE AREAS SO THE FANS DO NOT MISS OUT ON ANY ACTIONS THAT IS TAKING PLACE ON THE FIELD.

-STADIUM OPERATIONAL ITEMS

CABLE INSTALLATION (IN HOUSE)

CABLING OF STADIUM
INSTALLATION OF UP-LINKS

CLEANING

STADIUM CLEANING EVENT CONTRACTOR
CLEANING EQUIPMENT
RUBBISH TRAILERS - PEREGRINE INC. 800-777-3433 (JOYCE)
CLARK LIFT OF MID. TENN 615-886-4900

CREDENTIALS

LAMINATING EQUIPMENT
LAMINATING MACHINE
PLASTIC
PHOTO CAMERA
PRINTING

EVENT ELECTRICAL STAFFING

ELECTRICAL CONTRACTOR

EVENT HVAC STAFFING

HVAC CONTRACTOR

EVENT MEDICAL STAFFING

AMBULANCE
CUSHMAN
YAMAHA
ATLANTA COMPANY
FIRST-AID ROOM STAFFING

EVENT STAFFING

TICKET SELLERS
TICKET TAKERS
USHERS
SECURITY
CITY POLICE
SUITE COORDINATOR
SUITE HOSTESSES

FIELD EQUIPMENT AND SUPPLIES

TRACTORS

CUB CADET - MELISSA TOMLIN - 330-273-4550
FORD -

GRASS MOWER

JACOBSON - DSM (CLEVELAND - HOWARD MURPHY)
RANSOM - ELDON BISHOP (TENN. OUTDOOR POWER - La VERGNE - 615-793-6052)
- DAVIDJORDON (NAT. REP) 334-682-9958; C - 419-2750; P - 800-216-4397

MATERIALS

SCOTTS - EUGENE MAYER - 513-644-0011

CHEMICALS -

FIRE PREVENTION

STADIUM EMERGENCY PROCEDURES

FIREWORKS DETAIL

- STADIUM EVALUATIONS

FIREWORKS SUPPLIER

NASHVILLE

NATIONAL

NETWORK TELEVISION CABLING

NFL OFFICE

VAL PINCHBACK 212-758-1500

NBC-TV

PARKING PASSES

PLASTIC FOR DAILY PARKERS AND EVENT PARKING

PAPER FOR EVENT PARKING

PORT-O-LETS

SPONSOR TENT (DELUXE)

SPECIAL EVENT

RADIOS

STADIUM COMMUNICATIONS

SECURITY SYSTEM

OFFICES
VOLUME SERVICE
TICKET OFFICE
STADIUM

SOUND CONSULTANT

STADIUM CLUSTER
PRESS BOX
EMERGENCY COMMUNICATIONS
COACHES HEADSET

STADIUM LOCKSMITH

STADIUM MASTER KEY SYSTEM (SCHLAGE OR MEDCO)
CONCESSIONS - ALL CONCESSION AREAS
MASTER - SUB-MASTER - CHANGE KEY
STADIUM - MAINTENANCE - FIELD MAINTENANCE - CLEANING
GRAND MASTER - SUB-MASTER FOR EACH DEPARTMENT - CHANGE KEY
SUITES
STADIUM GRAND MASTER - NORTH SIDE MASTER - SOUTH SIDE MASTER - CHANGE KEY

STADIUM SCOREBOARD

DAKTRONICS
GAIL ROBERTSON - 800-843-9879
SONY
JOHN SCARCELLA - 201-930-7208
WHITE WAY
JACK WEBER - 800-821-4122

STADIUM STAFFING (ADMINISTRATIVE)

DIRECTOR OF OPERATIONS
ASSISTANT DIR. OF OPERATIONS
DIRECTOR OF FIELD MAINTENANCE
DIRECTOR OF FACILITY SERVICES
SEATING SUPERVISOR
PLUMBING SUPERVISOR
ELECTRICAL SUPERVISOR
JANITORIAL SUPERVISOR
SUMMER HELP

STADIUM VEHICLES

STADIUM EXECUTIVE VEHICLES

CUSHMAN - CLARK LIFT OF MID. TENN. 615-889-4900
EZ-GO -

STADIUM WORK VEHICLES

CUSHMAN - CLARK LIFT OF MID. TENN. 615-889-4900

STATE POLICE

GOVERNOR'S SUPPORT STAFF
TRAFFIC
SECURITY SUPPORT

TICKETS

SPECIAL SUITE TICKETS

SPECIAL CLUB TICKETS

PREMIER-SOUTHERN BILL REILLY 800-331-2283

Schematic Comments
from Oiler Meeting
9-19-96

JC: 95-63A-00
9-27-96
O. WOOD
GILF
MALIK
STEVENSON
FORD
PARANET

- May design of the press area better than Jacksonville.
- PR and coaches need direct and immediate access to the locker room (dedicated stair or elevator).
- Look into the potential of using picnic tables around concourse for pregame use.
- Graphics to the restaurants/food courts extremely important.
- The media room next to the locker room should be a holding area for the press. Coaches and players would like to enter the media area from the locker room (possibly through two separate doors). The media should not have access into the locker room.
- Media room needs to be large enough to contain four separate podiums.
- Review location for both team buses and equipment trucks, (6) big buses, (6) equipment trucks. Investigate the potential of having separate entrances for the two teams.
- Need two family rooms and one day care room - keep all three away from the media rooms.
- Player and team parking to be fenced in and close to the stadium. Need at least 100 spaces.
- Review player and family movement after the game (from locker to family room to their automobiles).
- Family rooms need big screen TVs.
- The staff needs 8-10 lockers located near the coaching staff, they can share a restroom.
- Oilers did not care for the Jacksonville locker layout especially the players restroom.
- Coaches need a couple of desks to work off of in the coaches area.
- Make sure Oiler locker room has plenty of mirrors.
- Locker room needs area for pregame and halftime coordination.
- The training rooms need to be closed off to the media with no public access.
- Oilers like the Indianapolis and Orlando visiting locker rooms.

Schematic Comments from Oiler Meeting
Page 2

- Dry boards at each end of locker.
- Review sideline depths especially the side with the TV truck running behind the bench, move to visitor side.
- Coaches box - video feeds need to be at the back of the box.
- After the schematic phase - we need to review in detail the coaches box.
- We need to provide a sight line drawing showing the location of the two end zone camera shooting positions.
- Coaches box needs to be bigger - could have as many as 12 coaches plus equipment in this room.
- Coaches box should not have any mullions or seams in the glass.
- Review with Volume Services the bar coding the back of the tickets.
- Training room needs a lockable cabinet - also a small drug locker.
- Minimize the number of entrance/exits in the locker room.
- Need TV rooms in the locker, coaches and training areas - with a master kill switch.
- Equipment area needs one 50 lb. washer and two 75 lb. dryers.
- Training room need lots of storage.
- Review location of the Oiler locker room - move to field side (shorter distance to/from the field).

MEN/cj/09-19 comments

MULLIK
WISOR
GILKES
COON
Pattinely Group
RECEIVED

MEMORANDUM

SEP 30 1996

lol
hik

TO: Ed Coon
FROM: Michael Nicholls
DATE: September 26, 1996
RE: Tennessee NFL Stadium
Press Area

Enclosed for your use are comments from the Oiler coaching staff regarding the press level. Please give me a call when you are ready to incorporate their comments and I will walk you through their intent

MEN/6/279a

Enclosure

Note: This memo was accompanied by
a 24" x 36" sketch diagram, a copy
of which is on file at HOK's office.

Spencer
12-11-96
2

FAX TRANSMITTAL

CC: 95-034-00
WOOB
MALIK
BARNETT
COON

PatrinelyGroup

200 WestLake Park Blvd
Suite 700
Houston, Texas 77079
Tel: 713-560-4600
Fax: 713-560-6005

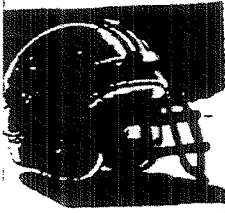
To: Mike McClure Ed Koon	From: Mike Nichols
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Date: _____ Time: _____ Pages: _____

The attached came in while I was out this week. Ed I would suggest that we call Mr. Mullis and Review his comments + concerns.

CONFIDENTIALITY NOTICE

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**Houston
Oilers**

September 24, 1996

Patrinally Group
Attn: Michael Nicholls
200 West Lake Park Blvd.
Suite 700
Houston, TX 77079

Dear Mr. Nicholls:

After reviewing the most recent program requirements and square footage summary of the Tennessee NFL Stadium Facility, I have taken the liberty to make the following notations:

- (1) Mr. Adams has invited as many as 100 guests to his Suite #66 in the Astrodome. Will the 24 seat Owner's Suite in Nashville be able to accommodate his needs.
- (2) Be sure the stadium meets all of the ADA requirements. This includes access to the concourse, access to the disabled seating areas, number of disabled seats, restrooms, and telephones. The Ticket Office should have ticket windows for the Disabled.
- (3) On program 2.14, I do not understand what is meant as to (2) will call windows being located outside of each club entry.
- (4) There should be ticket windows located at each one of the four corners of the stadium. The windows should be proportioned per corners, to the anticipated traffic flow and available parking.

- (5) The remotest ticket windows should be secured and not set out in the open. The back wall of the remotes should be part of the stadium wall.
- (6) There should be a pneumatic tubing system going from the Main Ticket Office to all of the other ticket window locations.
- (7) The Special Events Office should have access to the Main Ticket Windows, but not to the Oiler Ticket Office workstations and offices.
- (8) I would like to have metal shutters on the ticket windows similar to those at the Alameda.
- (9) There should be 1-2 advance ticket windows on the Club level.
- (10) Where is the ATM machine (s) located.
- (11) We need to find out the type of voice-boxes that are being installed in the ticket windows.
- (12) There needs to be some discussion regarding the media will call.
- (13) I have concern over the square footage in the Ticket area.

When it is convenient, please contact me at (713) 881-3515 so we can discuss my notations in depth.

Sincerely,

Michael Mullis

Michael Mullis

TENNFL STADIUM MEMO

TO: MIKE McCLURE
FROM: LARRY STAVERMAN
DATE: SEPTEMBER 30, 1996
RE: STADIUM ITEMS FOR DISCUSSION

MIKE:

BASED ON OUR DISCUSSION AT MS&B ABOUT VARIOUS STADIUM RELATED ITEMS, I SPENT SOME TIME TALKING TO VARIOUS SUPPLIERS AND MANUFACTURERS ABOUT THEIR RESPECTIVE PRODUCTS. IN NO SPECIAL ORDER:

WHILE MOST PAPER COMPANIES WILL WORK WITH ANY FACILITY IN SUPPLYING PAPER TOWEL DISPENSERS AND TOILET TISSUE HOLDERS FOR A CONTRACT TO USE ONLY THEIR PAPER FOR A NEGOTIATED TIME. THE MOST AGGRESSIVE COMPANY AT THIS TIME IS KIMBERLY CLARK/SCOTT PAPER. I SPOKE WITH THEM AND THEY ARE VERY INTERESTED IN HAVING THEIR ITEMS AND PRODUCT IN THE NEW STADIUM. THEY ALSO INDICATED THAT THEY HAVE PROGRESSED TO THE POINT IN PRODUCTS WHERE THEY CAN PROVIDE UP-SCALE REST ROOM ITEMS FOR THE SUITES. THE NAT. SALES REP INDICATED THAT THEY HAVE THE CAPABILITY OF PUTTING LOGOS ON THE ITEMS AS WELL AS PUTTING THE LOGOS OF THE SUITE HOLDERS SHOULD WE DESIRE TO DO SO FOR OUR SUITE CUSTOMERS. THEY HAVE A DIST. REP THAT LIVES IN THE MEMPHIS AREA AND THEIR NASHVILLE REP LIVE IN HENDERSONVILLE. I TOLD THEM THAT WE WOULD CONTACT HIM WHEN WE ARE READY TO DISCUSS THE QUANTITIES THAT WE WILL NEED FOR THE STADIUM. THE NORMAL PROGRAM THAT THEY HAVE FOR NEW FACILITIES IS THEY SUPPLY ALL ITEMS FOR A 3-5 YEAR CONTRACT WITH THEIR LOCAL DISTRIBUTOR FOR YOUR PAPER NEEDS.

ALSO I CONTACTED TWO SUPPLIERS OF PLASTIC REST ROOM COMPARTMENTS (AFTER TALKING TO MY FORMER DIR. OF STADIUM SERVICES - HE TOLD ME THAT WE SHOULD STAY AWAY FROM STEEL COMPARTMENTS) ABOUT THE POSSIBILITY OF USING THEIR PRODUCTS INSTEAD IF STEEL. CONDENSATION AND URINE HAVE CAUSED THE STEEL COMPARTMENTS TO START RUSTING IN LESS THAN A YEAR WHICH MEANS UNSIGHTLY COMPARTMENTS FOR THE FANS TO USE, NOT TO MENTION LOTS OF YEARLY MAINTENANCE. THE TWO COMPANIES ARE BOBRICK (IN JACKSON, TENN.) AND SANTANA. BOTH MANUFACTURE A COMPARTMENT FOR REST ROOMS. EACH IS GOING TO SEND ME SOME LITERATURE ON THEIR PRODUCTS WHICH I WILL SHARE WITH THE GROUP AT OUR NEXT MEETING. THE MAN FROM SANTANA INDICATED THAT THEIR COMPARTMENT RUNS ABOUT \$700.00 A COMPARTMENT (ABOUT 2 1/2 TIMES MORE THAN STEEL) BUT IT HAS A GUARANTEE OF 15 YEARS AGAINST BREAKING AND MAINTENANCE. ALSO THE SISTER COMPANY OF BOBRICK (SPECIAL-LITE) MANUFACTURES A PLASTIC FIRE RATED DOOR THAT WE USED ON THE CLEVELAND STADIUM REST ROOMS AND AFTER THEY WERE INSTALLED WE ENCOUNTERED MINIMAL DAMAGE TO THE REST ROOM DOORS (MOISTURE AND VANDALISM).

TALKED WITH TAMIS COP. (THEY MAKE THE BI-RAKE SECURITY BARRICADES) AND HE INDICATED THAT IN ADDITION TO THEIR BI-RAKE THEY NOW MAKE A VINYL COVER FOR THE BARRICADES (4X8 FEET) THAT CAN BE IMPRINTED, PROVIDING FOR ADDITIONAL ADVERTISING EXPOSURES OR PROVIDE THEM AS BONUSSES FOR MAJOR ADVERTISERS. HE IS SENDING BROCHURES.

Exhibit C to Amendment No. 2

Page 41

IN MY CONVERSATION WITH MY FORMER EMPLOYEE WE SPOKE ABOUT THE SEATING CAPACITY OF THE TENNFL STADIUM AND HE ASKED IF A SEAT MANUFACTURER HAD BEEN CHOSEN. I TOLD HIM "NO" AND HE TOLD ME THAT BEFORE WE MAKE THE CHOICE, WE SHOULD LOOK AT THE IRWIN SEAT. I ASKED WHY AND HE TOLD ME THAT WHEN WE WERE TALKING TO SEAT MANUFACTURERS OVER THE YEARS FOR REPLACEMENT SEATING IN CLEVELAND STADIUM AND FOR THE CLEVELAND STADIUM RENOVATION PROJECT, HE BELIEVED THAT IRWIN HAD THE BEST SEAT AND THE BEST SEAT MECHANISM HE HAS EVER SEEN. THIS IS FROM A MAN WHO FOR 5 YEARS HAD RESPONSIBILITY OF TAKING CARE OF THE CLEVELAND STADIUM SEATS BEFORE HE BECAME MY ASSISTANT. OFF OF HIS RECOMMENDATION, I SUGGEST STRONGLY THAT IRWIN SEATS BE ONE OF THE SEATS WE INVESTIGATE BEFORE MAKING OUR CHOICE. I CALLED THEM AND ASKED FOR SOME LITERATURE ON THEIR SEATS.

WHILE ON THE SEAT SUBJECT I CONTACTED TWO COMPANIES THAT HAVE BEEN SUPPLYING MOST OF THE SEAT CUP CADDIES FOR THE MOST OF THE STADIUMS IN THE COUNTRY. THE TWO COMPANIES WERE "CADDY PRODUCTS" AND "CY YOUNG". BOTH INDICATED A DESIRE TO WORK WITH US AND THE SEAT MANUFACTURER THAT WE SELECT IN PROVIDING THE CUP HOLDERS FOR US. "CADDY PRODUCTS" INDICATED THAT THEIR PRODUCT COSTS ABOUT \$3.50 TO \$4.00 PER UNIT INSTALLED AND "CY YOUNG" INDICATED THAT THEIR PRODUCT WAS ABOUT \$2.25 TO \$2.50 PER UNIT INSTALLED. BOTH INDICATED THAT ADVERTISEMENT CAN BE WRAPPED AROUND THE CUP HOLDER WHICH CAN EASILY PROVIDE SPACE FOR THREE (3) ADVERTISERS ON EACH HOLDER. ADVERTISING ON THE CUP HOLDERS AVERAGES BETWEEN A LOW OF \$3.00 TO A HIGH OF \$7.50 PER UNIT FOR A 3-5 YEAR CONTRACT. THE REASON THAT THERE IS DIFFERENCE IN INSTALLATION PRICE COULD BE THAT CY YOUNG MANUFACTURERS THEIR HOLDER WHILE CADDY I BELIEVES PURCHASES THEIRS FOR A SUPPLIER. BOTH COMPANIES HAVE WORKED WITH THE MAJOR SEAT PURVEYORS AND HAVE THE CAPABILITY AND HARDWARE TO MOUNT THEIR HOLDERS ON ANY SEAT WE CHOOSE.

WHILE WE ARE IN THE SEATING AREA - I TOOK THE OPPORTUNITY TO CALL "CLARIN" ANI "FIXTURE FURNITURE" ABOUT THEIR STAND ALONE FACILITY SEATS AND HAVE ASKED THEM TO SEND ME SOME BROCHURES. THOUGHT WE MIGHT WANT TO LOOK AT THEIR SEATS AS A ALTERNATIVE FOR THE SEATING IN THE PRESS BOX AND FOR THE COMPANION SEATS FO THE ADA AREAS.

ANOTHER ITEM THAT I WOULD LIKE TO INVESTIGATE BEFORE WE CLOSE THE DOOR ON IT. FLOORING - NAMELY ENDURA RUBBER FLOORING. I HAVE ALWAYS BEEN IMPRESSED WIT THE PRODUCT AND WOULD LIKE TO LOOK AT IT IN PLACE OF SOME OTHER MATERIALS FC THE SERVICE AREAS - REST ROOMS - LOCKER ROOMS AND EVEN THE SUITE AND CLUB AREA IT IS A PRODUCT THAT WILL EXPAND AND CONTRACT WITHOUT CAUSING PROBLEMS AND HANDLES ALL TYPES OF WEATHER RELATED. THE MONTGOMERY CO. IN NASHVILLE IS THE LOCAL REP AND I AM SURE THAT THEY WOULD BE ABLE TO PROVIDE SOME SAMPLES AS WE AS A DEMONSTRATION WHEN WE SO DESIRE. THE NAT. SALES REP. INDICATED THAT THE ARE VERY INTERESTED IN WORKING WITH US AND WANTED US TO KNOW THAT THEY HA' SOME CREATIVE FINANCING AVAILABLE TO US TO HELP US WITH THE INITIAL INSTALLATION.

CC: MIKE NICHOLLS
BEN BARNERT

Patrinely Group, Inc.
100 WestLake Park Blvd., Suite 700
Houston, Texas 77079
Tel: 713-568-4608
Fax: 713-568-4003

fax

to: Mike McClure
Larry Staverman
Doug Drewes
Ed Coon
Steve Curtis

from: Michael Nichols

date: October 18, 1996

pages: 4

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PatrinelyGroup

Patrinely Group, Inc.
A Corporate Communications Company
128 West Lake Park, Henderson
Nev. 700
Henderson, Nevada 89070
Phone: 714 366-6000
Fax: 714 648-8894

MEMORANDUM

TO: Mike McClure
Larry Stoverman
Doug Drown
Ed Coon
Steve Curtis

FROM: Michael Nicholas *M.*

DATE: October 18, 1996

RE: Cumberland Stadium
Meeting Notes

Questions, attached for your review and use are notes from our meeting this week between Volume Services, Larry Stoverman, Mike McClure and myself.

If you have any questions, please give me a call.

MICHAEL

cc: Dean Patrinely
Rich Bird

Attachments

Cumberland Stadium
Meeting Notes
October 15 and 16, 1996

- Check on drain down capabilities at the service level.
- Check location of first aid rooms and associated equipment.
- Identify PSL name location.
- Check with Volume Services on ice generation on site or will it be trucked in.
- Warming kitchens on suite levels.
- Check into a temporary seating study- what is involved, cost for scaffolding.
- Soccer issues - World Cup - locker rooms requirements.
- Graphics - potential supplier- Whiteway Sign Co. in Chicago
Jack Weber
Jim Woods or Jim Turner
- Review status of field heating.
- George Toms NFL field expert.
- Local TV and radio requirements.
- National TV and radio requirements.
- Equipment list for stadium operations.
- Mr. Adams suite configuration.
- Review PR requirements.
- Review NFL standards.
- Review advertising timing.
- Review and compare revised ramps to other new stadiums.
- Next set of drawings needs to have room sizes.
- Identify security fence location outside/around stadium.
- Need TSU input sign off sometime.
- Event staff and police lock up need to be together.
- Schedule project update meetings with Oler organization.
- Identify hardware selection, review keying program.
- Identify security system and identify secured locations.
- Review bus parking - check with city for potential location.
- Check with Exxon stadium about becoming the official stadium towing company.
- Main kitchen needs:

10,000 SF	kitchen
16,000 SF	storage
<u>4,000 SF</u>	office & training
20,000 SF	Total
- Novelty storage: 5,000 SF
- Volume Services would like drawings when available at 1/4 or 1/8 scale
- Check on wet trash storage requirements.
- Check into ventilation of normal trash.
- Freight elevator to handle a 15,000 lb. fork lift
- Check locations for Oler history theme areas.
- Vendor maintenance will need three van locations.

- Identify portable vending locations and provide utility for the power and water.
- Plaza area (vents) will need power poles with all weather boxes and water available for each tent. Incorporate this into arch design.
- Review expansion joints - they are not holding up to fork lift traffic
- Review upper concourse makeup, it too is not holding up to fork lift traffic.
- TV's to be installed on both ends of concessions.
- TV's also to be scattered throughout all concourses.

MEMPHIS/11/1/06

CC: 95-624-00
H-N DAUG WOOD
P-P PARNETT
MALK
GILB
COON

CUMBERLAND STADIUM MEMO

TO: MIKE McCLURE
FROM: LARRY STAVERMAN
DATE: OCTOBER 24, 1996
RE: MEETING WITH DAVE PEARSON, MIKE MULLIS AND DON MacLAUGHLAN

MIKE:

THE FOLLOWING ARE THE REMARKS OF PEARSON, MULLIS AND MacLAUGHLAN REGARDING THEIR WISHES FOR THEIR RESPECTIVE AREAS IN THE NASHVILLE STADIUM.

DAVE PEARSON ON PRESS BOX AND MEDIA ROOMS:

- WOULD LIKE TO SEE A SECOND ELEVATOR ADDED FOR THE MEDIA SO THEY DO NOT HAVE TO WAIT AT HALF TIME AND AFTER THE GAME TO USE THE ELEVATOR WHEN THE COACHES ARE USING THE ELEVATOR TO GET TO THE LOCKER ROOM. HE WOULD LIKE TO HAVE THE LUXURY OF DEDICATING AN ELEVATOR TO THE MEDIA AND THE COACHES DURING THOSE TIMES.

- WOULD LIKE TO SEE THE SQUARE FOOTAGE OF EACH OF THE BOOTHS IN THE PRESS BOX NOTED ON ALL FUTURE DRAWINGS.

- WOULD LIKE TO HAVE ADDITIONAL OUTLETS AND PHONE BANKS AVAILABLE IN THE LUNCH-ROOM AREA SO THAT IN CASE OF A CONFERENCE PLAY-OFF GAME HE WOULD HAVE THE ABILITY TO TURN THE LUNCH AREA INTO AN AUXILIARY PRESS BOX. OUTLETS WOULD BE FOR TELEVISIONS AND THEIR WORK COMPUTERS.

- WOULD LIKE TO HAVE SOME TYPE OF FOUR GANG BOX MOUNTED INTO THE FACE OF THE WORK COUNTER IN FRONT OF EACH LOCATION - BOX WOULD CONTAIN TWO OUTLETS FOR THEIR COMPUTER, A SPARE FOR POSSIBLY A WORK LIGHT AND TWO PHONE LINES. WOULD ALSO WANT SOME TYPE OF CUP HOLDER OR RECEPTICAL CUT INTO THE COUNTER TO KEE SOMEONE FROM KNOCKING A CUP OF LIQUID ON THE COMPUTER.

- HE HAS NOTICED THAT IN MOST STADIUMS THAT THE MEDIA IN THE FRONT ROW ALWAYS HA TO LEAN BACK TO VIEW THE REPLAYS ON THE TELEVISIONS. WOULD LIKE TO SEE SOM SMALL TELEVISIONS MOUNTED IN THE FACADE OF THE SECOND ROW OR MOUNT TWO TELEVISIONS BACK TO BACK ABOVE THE SECOND ROW THAT WOULD ALLOW VIEWING O REPLAYS BY BOTH ROWS.

- AT THE HOME TEAM "PR" POSITION HE NEEDS A RING DOWN PHONE TO THE TV TRUCK, RING DOWN PHONE TO THE HOME TEAM BENCH AND 3 PHONES LINES CAPABLE OF DIALIN LONG DISTANCE. ALL THIS COULD BE PLACED ON A 8 BUTTON SET.

- AT THE VISITING "PR" POSITION HE WANTS A RING DOWN PHONE TO THE TV TRUCK, A RIN DOWN PHONE TO THE VISITING TEAM BENCH AND 3 PHONES LINES CAPABLE OF DIALING LON DISTANCE. AGAIN A 8 BUTTON SET.

- WE NEED TO HAVE THE ABILITY TO PLACE 6 - 10 POOL PHONES IN THE PRESS BOX AREA FC THE USE OF ALL LOCAL AND VISITING MEDIA.

- WOULD LIKE TO SEE SOME TYPE OF PERMANENT DESK AREA ESTABLISHED IN THE MEDIA FOYER FOR MEDIA ASSISTANCE AND/OR MEDIA "WILL CALL".
- HE HAS NEED FOR ABOUT 150 TO 200 MEDIA PARKING PASSES AND WOULD LIKE TO HAVE THEM AS CLOSE TO THE MEDIA ENTRANCE AS POSSIBLE. HE INDICATED THAT THE NATIONAL TV CREWS ARE ALWAYS ASKING FOR 25 TO 50 PARKING PASSES.
- WOULD LIKE FOR MIKE NICHOLLS AND ME TO HANDLE THE REQUIREMENTS OF THE LOCAL TV MEDIA IN THE PLACEMENTS OF PERMANENT LINES FOR LIVE SHOTS FROM THE STADIUM. HE WOULD LIKE TO SEE TWO LOCATIONS ESTABLISHED ON THE FIELD ONE ON EACH SIDE IN THE EAST END OF THE STADIUM (4 SETS OF LINES ON EACH SIDE).
- WOULD LIKE TO SEE THE MEDIA INTERVIEW ROOM TO BE SIMILAR TO THE ONE IN GREEN BAY - IT IS CLASS ROOM DESIGN THAT RISES IN ELEVATION AS IT GOES UP AND AT EACH LOCATION THEIR IS AN AUDIO BOX FOR THEM TO PLUG INTO WITH THEIR TAPE RECORDERS TO BE ABLE TO RECORD THE INTERVIEW WITHOUT CROWDING THE PODIUM. CALLED PHIL PIONEK AT GREEN BAY AND HE IS ATTEMPTING TO FIND A SET OF DRAWINGS OR THE AREA TO SEND TO ME. HE INDICATED THAT THE ROOM HOLDS ABOUT 70 MEDIA. ALL INTERVIEWS ARE TELEVISED LIVE TO THE "IN-HOUSE" CABLE SYSTEM.
- WOULD LIKE FOR US TO INVESTIGATE THE POSSIBILITY OF INSTALLING SEVERAL OF THE "SPORTSTICKER" DATA INFO BOARDS IN THE PRESS BOX AREA TO KEEP THE MEDIA UPDATE ON SCORES DURING THE GAME.

MIKE MULLIS ON BOX OFFICE NEEDS:

- DECIDED THAT FOR ALL OUTSIDE EVENTS (INCLUDING TSU AND ANY OTHER COLLEGE GAMES THAT OILER BOX OFFICE PERSONNEL WOULD OPERATE THE BOX OFFICE FOR THE EVEN ALLEVIATING THE NEED FOR ANY ADDITIONAL EVENT BOX OFFICE AREA. THE EVEN PROMCTER OR THE COLLEGIATE PERSONNEL WOULD BE PERMITTED ACCESS TO THE BC OFFICE FOR THE PURPOSE OF MONITORING SALES AND FOR THE FINAL SETTLEMENT.
- TOMMY SMITH AT THIS TIME INQUIRED ABOUT THE TICKET SERVICES AVAILABLE NASHVILLE AND THE POSSIBILITY OF ESTABLISHING A TICKET OUTLET ON THE WEST SIDE OF THE RIVER TO ACCOMMODATE THOSE FANS PARKING ON THAT SIDE OF THE RIVER FOR TI GAMES.
- IT WAS AGREED THAT THERE WOULD BE A NEED TO PLACE A SOUND SYSTEM AT OR NEAR ALL THE PUBLIC ENTRY POINTS TO PROVIDE THE BOX OFFICE THE ABILITY OF MAKING TICK ANNOUNCEMENTS PRIOR TO THE GAME OR EVENT. DURING THOSE PERIODS WHI ANNOUNCEMENTS ARE NOT BEING MADE THE SYSTEM COULD BE USED TO BROADCAST T PRE-GAME SHOWS.
- WOULD LIKE TO HAVE SOME TYPE OF ELECTRONIC SIGN NEAR THE MAIN BOX OFFICE TICK WINDOWS TO PROVIDE INFORMATION THE FANS PURCHASING TICKETS.
- WOULD LIKE TO SEE AN OUTSIDE "ATM" MACHINE PLACED NEAR THE BOX OFFICE FOR T CONVENIENCE OF THE FANS - WANTS ADDITIONAL ONE PLACED IN THE STADIUM.
- WANTS METAL CLOSURE PLACED ON THE INSIDE OF THE TICKET WINDOWS SO THAT FA CAN NOT SEE INTO THE BOX OFFICE WHEN TICKETS ARE NOT BEING SOLD. IT WILL AL PROVIDE ANOTHER LEVEL OF SECURITY FOR THE BOX OFFICE.

- WE JUDGED THE BOX OFFICE AREA TO BE APPROXIMATELY 2,500 SQUARE FEET OF SPACE, WHICH HE INDICATED WAS SUFFICIENT BUT ADDED THAT HE WOULD NEED ABOUT 350 SQUARE FEET OF THAT AREA TO BE DEDICATED FOR A VAULT.

DON MacLAUGHLAN ON MARKETING AREAS:

- WOULD LIKE TO FIND SOME SPACE (PERMANENT IF POSSIBLE) AROUND THE STADIUM TO HAVE THE ABILITY TO CREATE A TYPE OF "NFL EXPERIENCE" AREA FOR FAN PARTICIPATION YEAR ROUND.

- A PICNIC AREA NEAR THE STADIUM WOULD ALSO AFFORD HIM ADDITIONAL GAME DAY OPPORTUNITIES TO MARKET.

- WOULD LIKE TO SEE SIGNS PLACED PERPENDICULAR TO THE CONCOURSE THAT WOULD INFO THE PATRONS WHICH TYPE OF FARE IS BEING SERVED AT EACH CONCESSION STAND.

CC: BEN BARNERT

Exhibit C to Amendment No. 2
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Prepared by MOHA 1/2/97

Page

Item No.	Description	Projected Savings	Comments
1	Eliminate upper two rows of seating in upper deck	\$ 710,000.00	
2	Eliminate 5' of space behind lower bowl	\$ 95,000.00	
3	Reduce Club Entrance British allowance from \$100 to \$75 /SF	\$ 375,000.00	
4	Site Items:		
	a. Delete all "special finish" and "scored" sidewalks	\$ 128,177.00	
	b. Delete all new traffic signals	\$ 300,000.00	Retain existing signals only
	c. Minimize street work	\$ 500,000.00	Retain / maintain existing street conditions
5	Review loading dock configuration (move to North end)	\$ 200,000.00	HOK to refine the design details
6	Adjustments to Allowances:		
a.	Reduce landscape & irrigation from \$2 M to \$1.5 M	\$ 500,000.00	
b.	Reduce scoreboard from \$7.5 M to \$7 M	\$ 500,000.00	
c.	Reduce signage & graphics from \$750 K to \$600 K	\$ 150,000.00	
7	Delete Trash Chute	\$ 50,000.00	
8	Revise Storm Water Pumping System Design	\$ 500,000.00	Reduces budget from \$1,579 M to \$1,079
9	Delete party suite fixtures (post structural slab only)	\$ 248,000.00	
10	Eliminate TSG Payment & Performance Bond	\$ 873,000.00	All subcontractors will have bonds
11	Specify upper deck rake & add columns @ "T" Line	\$ 1,000,000.00	HOK to refine details until savings realized
12	Reduce scoreboard structure from \$1.05 M to \$700 K	\$ 350,000.00	
13	Adjust Club level area and volume according to occupancy	\$ 401,282.00	
14	Minimize work at existing metro parking lot	\$ 724,000.00	
15	Delete Staircase Steel Frames from Rakers	\$ 958,289.00	
16	Raise service level 6' above playing field	\$ 200,000.00	
17	Reduce sound system allowance from \$1.5 M to \$1.3 M	\$ 200,000.00	
18	Use one type of curtain wall system	\$ 150,000.00	
19	Delete restoration of crane beam and overhead	\$ 500,000.00	
20	Reduce general stadium area by 133,000 sq ft	\$ 3,700,000.00	
21	Send excess excavated material to Ingram Materials	\$ 500,000.00	Estimated quantity to 60,000 to 70,000 C
22	Minimize excavation costs by blocking Area B	\$ 300,000.00	
23	Reduce number of flag poles from 6 to 3	\$ 75,000.00	
24	Reduce curtain wall quantity due to new section	\$ 400,000.00	HOK to refine details

Subtotal Savings agreed by City and Team: \$14,638,728.00

Add Allowance for Novelty Store: \$ (900,000.00)

Net Agreed to Savings to Date: \$14,038,728.00

EXHIBIT D

ANNEX XI

This Instrument Prepared by:
Walter Lansden Dortch & Davis
A Professional Limited Liability Company
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760

DECLARATION OF USE RESTRICTIONS

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (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 Development Agreement, dated effective as of March 7, 1996, among Declarant, The Sports Authority of The Metropolitan Government of Nashville and Davidson County, (the "Sports Authority"), Houston Oilers, Inc., and Cumberland Stadium, L.P. ("Cumberland"), as such 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"), except as permitted in paragraph 2 hereinbelow, (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.

2. Notwithstanding the provisions of paragraph 1 hereinabove, from and after the tenth anniversary of the Substantial Completion Date (as such term is defined in the Stadium Lease), in the event that Declarant, its successors or assigns desire to use any portion of the Property (each such portion, a "Development Tract") for purposes other than those described in paragraph 1(a) hereinabove (including commercial purposes), such use shall be permitted subject to the following terms and conditions: (i) Declarant shall demonstrate reasonably its commitment to construct, or a commitment by others to construct, material improvements which Declarant finds, as evidenced by the adoption of a resolution, is for a purpose in furtherance of the public interest in connection with the development of the Stadium (as such term is defined

in the Stadium Lease) area (such as, but not limited to, a hotel or entertainment facilities) on the Development Tract and a significant aspect of such construction (as opposed to ceremonial groundbreaking type activities) shall commence within 12 months after the date such resolution is adopted; (ii) the improvements constructed on the Development Tract shall be compatible with the First Class Condition of the Facilities (as such terms are defined in the Stadium Lease) and shall not include improvements or serve as a site for operations likely to result in a nuisance to the Facilities (whether due to noise, light, odor, other emissions or aesthetics); (iii) throughout the term of the Stadium Lease, Declarant shall ensure to Cumberland, its successors and assigns that no Development Tract shall be used for a casino or other gambling use; (iv) the entire transaction, taken as a whole, shall not have a material adverse effect on Cumberland, its successors or assigns or their respective rights under the Stadium Lease; and (v) throughout the term of the Stadium Lease, the Development Tract shall be and remain subject to the provisions of paragraph 3 hereinbelow, regardless of the use to which such Development Tract is put.

3. 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. 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 and seal as of the day and year first above written.

Dated: _____

DECLARANT:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

By: _____
Mayor

APPROVED AS TO
FORM AND LEGALITY

ATTEST:

Metropolitan Attorney

Metropolitan Clerk

EXHIBIT A
Description of the Property

A-1

Annex XI
Page 5

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