

AMENDMENT NO. 1 TO STADIUM LEASE

This Amendment No. 1 to Stadium Lease (this "*Amendment*") is entered into as of the Amendment Effective Date by and between The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a Tennessee public, nonprofit corporation created pursuant to the Tennessee Sports Authority Act of 1993 ("*Lessor*"), and Cumberland Stadium, L.P., a Tennessee limited partnership ("*Lessee*").

RECITALS

WHEREAS, the parties hereto have heretofore entered into that certain Stadium Lease, dated May 14, 1996 (the "*Stadium Lease*"); and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Certain Definitions. The following terms shall have the indicated meanings for the purposes of this Amendment:

"Amendment" - Introductory paragraph.

"Amendment Effective Date" - Section 3.1.

"Development Agreement Amendment" - Section 3.1.

"Dewatering Facilities" - Section 2.2.

"Green Areas" - Section 2.1(d).

"Lessee" - Introductory paragraph.

"Lessor" - Introductory paragraph.

"Stadium Lease" - Recitals.

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

ARTICLE 2. AMENDMENTS AND AGREEMENTS

2.1 Certain Amendments. The Stadium Lease is hereby amended in the following respects:

- (a) Annex I to the Stadium Lease is hereby amended as follows:
 - (i) in clause (b) of the definition of "Operating Expenses," the word "in" is hereby added after the phrase "threshold set forth".
 - (ii) the definition of the term "Net PSL Funds" is hereby amended by deleting "(not to exceed \$1.75 million)" from such definition.
 - (iii) the definition of the term "Reference Adjustment Amount" is hereby amended by deleting "\$71.5" from such definition and replacing it with "\$71.0".
 - (iv) the definitions of the terms "Oilers Option Adjustment Amount," "PSL Revenues," "PSL Revenues Collection Date" and "PSL Revenues Determination Date" are hereby amended by deleting such definitions and replacing them with the following:

"Oilers Option Adjustment Amount" shall mean \$637,681.

"PSL Revenues" shall mean the revenues that Lessor has or hereafter receives and to which Lessor is entitled pursuant to the terms of the Development Agreement and any other revenues from the sale of PSLs by Lessor, on mutually agreed upon terms and conditions, relating to any general seating expansions that Lessor may be obligated to undertake pursuant to this Lease.

"PSL Revenues Collection Date" shall mean (a) the PSL Revenues Determination Date if the PSL Revenues Determination Date is the date determined pursuant to clause (a) of the definition of "PSL Revenues

Determination Date," or (b) the fourth day following the PSL Revenues Determination Date if the PSL Revenues Determination Date is determined pursuant to clause (b) of the definition of "PSL Revenues Determination Date."

"PSL Revenues Determination Date" shall mean the earlier of (a) the date on which the amount of Net PSL Funds equals \$71.0 million, and (b) either (i) if as of October 24, 1998, the PSL Revenues Extension Conditions shall not have been satisfied, October 24, 1998, or (ii) if as of October 24, 1998, the PSL Revenues Extension Conditions shall have been satisfied, June 1, 1999.

(v) the following definitions of the terms "Green Areas," "NFL Team Entity PSL Agreement," "PSL Revenues Extension Conditions" and "Put Option" are hereby added in applicable alphabetical order:

"Green Areas" - Section 6.4.

"NFL Team Entity PSL Agreement" shall mean that certain letter agreement, dated May 14, 1996, between the Sports Authority and the NFL Team Entity pursuant to which the NFL Team Entity granted the Sports Authority the right and option to cause the NFL Team Entity to purchase a specified amount of PSLs, subject to the terms and conditions set forth in such letter agreement.

"PSL Revenues Extension Conditions" shall mean the Sports Authority's receipt of PSL Revenues attributable to sales of PSLs (including both PSLs relating to reserved seats and those relating to club seats) after February 23, 1996, in an amount that is sufficient to eliminate in their entirety the right and option of the Sports Authority under the NFL Team Entity PSL Agreement to exercise the Put Option and the corresponding obligation of the NFL Team Entity under the NFL Team Entity PSL Agreement to purchase PSLs.

"Put Option" shall have the meaning given to such term in the NFL Team Entity PSL Agreement.

(b) A new Section 6.4 is hereby added to the Stadium Lease, as follows:

6.4. Green Area Rights. Notwithstanding any provision of this Lease to the contrary, (a) Lessor, and not Lessee, shall at all times be responsible for the mowing, weeding, maintenance, repair, replacement and care (regardless of whether the expenses to be incurred are operating or capital in nature) of all trees, shrubs, bushes, grass and other growing or unpaved areas (the "Green Areas") that are located outside of the Stadium but on the Stadium Site; (b) Lessor shall perform its obligations under this Section 6.4 in a manner so that the Green Areas are maintained in good condition and at least as well as comparable areas found at Comparable Facilities, and in particular, if grass areas are damaged from the parking of vehicles, such areas shall be repaired with reasonable promptness; and (c) Lessor and its agents and representatives shall have the right at all reasonable times to enter into and upon any and all applicable and appropriate parts of the Facilities for the purpose of fulfilling its obligations under this Section 6.4. Notwithstanding anything contained in Section 13.2 to the contrary, Lessor shall have the right to contract with the Metropolitan Government for the provision of the services contemplated by this Section 6.4 and/or to assign to the Metropolitan Government the performance of Lessor's obligations under this Section 6.4; provided, that no such contracting with or assignment shall relieve Lessor of its obligations to Lessee hereunder.

2.2 Certain Agreements. The parties hereto hereby agree as follows with respect to the Stadium Lease, notwithstanding any provision to the contrary:

Lessor, and not Lessee, shall at all times be responsible for the operation, maintenance, repair, replacement and care (regardless of whether the expenses to be incurred are operating or capital in nature) of the facilities (the "Dewatering Facilities") described in Exhibit A to this Amendment. Lessor shall maintain the Dewatering Facilities in good condition and shall be responsible and liable for any Damages caused by the operation of the Dewatering Facilities (or the failure or breakdown thereof), whether or not such Damages are attributable to Force Majeure. Notwithstanding anything contained in Section 13.2 to the contrary, Lessor shall have the right to contract with the Metropolitan Government for the provision of the services contemplated by this Section 2.2 and/or to assign to the Metropolitan Government the performance of Lessor's obligations under this Section 2.2; provided, that no such contracting with or

assignment shall relieve Lessor of its obligations to Lessee hereunder.

ARTICLE 3. AMENDMENT EFFECTIVE DATE

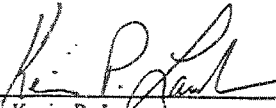
3.1 Effectiveness of this Amendment. Simultaneously with the execution of this Amendment by the parties hereto, Lessor, Lessee and the NFL Team Entity are executing an agreement entitled Amendment No. 2 to Development Agreement (the "Development Agreement Amendment") and delivering such executed Development Agreement Amendment to the Board of Directors of Lessor for its ratification and approval and to the Metropolitan Government for its approval, execution and delivery to the other parties thereto. The Development Agreement Amendment provides, inter alia, (a) that such Development Agreement Amendment shall become effective on the date on which the Metropolitan Government executes the Development Agreement Amendment, delivers fully executed copies of the Development Agreement Amendment to the other parties thereto and files a copy of the fully executed Development Agreement Amendment with the Metropolitan Clerk of the Metropolitan Government (the "Amendment Effective Date"), (b) that the Metropolitan Government may not execute and deliver the Development Agreement Amendment unless and until the Metropolitan Government, the NFL Team Entity and Lessee shall have been notified by Lessor that the Board of Directors of Lessor shall have ratified and approved this Amendment and such Development Agreement Amendment and Lessor's execution and delivery hereof and thereof, (c) that the Development Agreement Amendment shall not be binding on any of the parties thereto until the Amendment Effective Date, and (d) that if the Amendment Effective Date does not occur on or before April 17, 1997, the Development Agreement Amendment shall never become effective. Lessor and Lessee agree that this Amendment shall not be binding on the parties hereto unless and until the Development Agreement Amendment becomes a binding and effective agreement of the parties thereto and that this Amendment shall become binding and effective at the same time that the Development Agreement Amendment becomes binding and effective. If and when this Amendment becomes binding and effective, Lessor and Lessee shall fill in the Amendment Effective Date in the space above their names 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 Lessor and Lessee to enter into this Amendment with one another shall be withdrawn automatically with no further act or notice by either of such parties.

ARTICLE 4. STATUS OF STADIUM LEASE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date. Amendment Effective Date: April 16th, 1997.

ATTEST:


Kevin P. Lavender
Secretary

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

By: 
Richard Lodge
Chair

CUMBERLAND STADIUM, L.P.

By: Cumberland Stadium
Management, Inc.,
General Partner


By: 
K.S. Adams, Jr.
President

Exhibit A to
Amendment No. 1
to
Stadium Lease

"Dewatering Facilities" shall mean the following facilities that are required to remove all ground water from the Facilities or to remove the portion of storm water that falls within the lower bowl of the Stadium:

- pipes, fittings and wet wells located outside the Stadium designed to convey ground water at the Facilities or storm water that falls within the lower bowl of the Stadium to dewatering pumps; and
- dewatering pumps, wiring, emergency power facilities, control panels and pump discharge piping pertaining to the above pipes, fittings and wet wells for the removal of ground water from the Facilities and the removal of storm water collected in the dewatering system wet wells.