

Recording Requested By And
When Recorded Mail to:

Metropolitan Department of Law
Metropolitan Courthouse, Suite 108
PO Box 196300
Nashville, Tennessee 37219

(Space above this line for Recorder's use)

AMENDMENT NO. 1 TO TSU AGREEMENT AND STADIUM LEASE

This Amendment No. 1 to Stadium Lease (this "***Amendment***") is entered into as of August 25, 2023, by and among 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***"), Tennessee State University acting for the benefit of the Tennessee State University Board of Trustees (hereinafter, Tennessee State University shall be called "***TSU***" or "***Lessee***") and Cumberland Stadium, LLC, a Delaware limited liability company, as successor to Cumberland Stadium, L.P. ("***Cumberland***").

RECITALS

WHEREAS, the parties hereto have heretofore entered into that certain TSU Agreement and Stadium Lease, dated May 27, 1997 (the "***TSU Stadium Lease***"), whereby TSU has certain leasehold rights to the use of the Demised Premises (as defined in the TSU Stadium Lease); and

WHEREAS, Lessor and Tennessee Stadium, LLC ("***StadCo***"), an affiliate of Cumberland, have entered into that certain Development and Funding Agreement (an unexecuted version of which is attached hereto as Exhibit A for the sole and exclusive purpose of interpreting the definition of "Substantial Completion", as such term is used in this Amendment) and that certain Stadium Lease Agreement, each dated as of August 25, 2023 (the "***Development Agreement***", the "***Stadium Lease Agreement***" and together, the "***New Stadium Agreements***") pursuant to which the parties thereto have arranged for (a) the financing, development, construction, maintenance and operation of a new enclosed stadium (the "***New Stadium***") to be located within the Stadium Site, adjacent to the Stadium (the "***New Stadium Parcel***"), and (b) the lease of the New Stadium Parcel and the New Stadium by Lessor to StadCo; and

WHEREAS, on or about the date of this Amendment, Lessor intends to convey to the Metropolitan Government of Nashville and Davidson County (the "***Metropolitan Government***") all of that certain 95-acre property owned by Lessor and located on the East Bank along the Cumberland River, excluding the Stadium Site (as modified herein), consisting of (i) the New Stadium Parcel, which will be leased by the Metropolitan Government to Lessor, for further sublease to StadCo as provided in the preceding recital, and (ii) the balance of such property (the "***Development Site***"), which will be developed by the Metropolitan Government as described below; and

WHEREAS, the New Stadium Agreements contemplate that the Development Site will be developed by the Metropolitan Government subject to the terms and conditions of that certain Site Coordination Agreement among Lessor, the Metropolitan Government and StadCo, dated as of August 25, 2023 (the "***Site Coordination Agreement***"), which among other things, obligates Lessor and the

Metropolitan Government to make available certain parking facilities for the benefit of the Stadium, during the remaining term of the Stadium Lease, and for the benefit of the New Stadium, during the term of the New Stadium Agreements; and

WHEREAS, TSU will have a leasehold interest in the New Stadium pursuant to that certain Sublease Agreement between StadCo, as sublessor, and TSU, as sublessee (the “*TSU Sublease*”); and

WHEREAS, the parties hereto desire to amend certain aspects of the TSU Stadium Lease, as contemplated by the New Stadium Agreements and the Site Coordination 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 terms shall have the indicated meanings for the purposes of this Amendment: “*Amendment*” – Shall have the meaning set forth in the introductory paragraph.

“*Authorized TSU Personnel*” means TSU’s Director of Athletics, Deputy Athletic Director, Director of Communications, Director of Broadcasting, Equipment Manager, and Director of Game Operations, and may include a reasonable number of other TSU employees, representatives, agents, and contractors, all of whom shall be pre-authorized by Lessee for entry access to the Stadium.

“*Cumberland*” – Shall have the meaning set forth in the introductory paragraph.

“*Development Agreement*” – Shall have the meaning set forth in the Recitals above.

“*Development Site*” – Shall have the meaning set forth in the Recitals above.

“*Lessee*” – Shall have the meaning set forth in the introductory paragraph.

“*Lessor*” – Shall have the meaning set forth in the introductory paragraph.

“*Metropolitan Government*” – Shall have the meaning set forth in the Recitals above.

“*New Stadium*” – Shall have the meaning set forth in the Recitals above.

“*New Stadium Agreements*” – Shall have the meaning set forth in the Recitals above.

“*New Stadium Parcel*” – Shall have the meaning set forth in the Recitals above.

“*Site Coordination Agreement*” – Shall have the meaning set forth in the Recitals above.

“*StadCo*” – Shall have the meaning set forth in the Recitals above.

“*Stadium Lease Agreement*” – Shall have the meaning set forth in the Recitals above.

“*TSU*” – Shall have the meaning set forth in the introductory paragraph.

“**TSU Stadium Lease**” – Shall have the meaning set forth in the Recitals above.

“**TSU Sublease**” – Shall have the meaning set forth in the Recitals above.

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

ARTICLE 2. AMENDMENTS AND AGREEMENTS

2.1 Amendments to Article 2 (Demise). A new Section 2.9 of the TSU Stadium Lease is hereby added as follows:

2.9 Merchandise. *Cumberland (or its merchandise concessionaire) shall sell all TSU Home Game-related merchandise, souvenirs, novelties, headwear, apparel, toys, books, photographs, recordings and other items of similar nature (“Event Merchandise”) during TSU Home Games; provided, Lessee shall select and supply all Event Merchandise to Cumberland (or its merchandise concessionaire) for sale, shall take all financial risk on such Event Merchandise inventory and shall bear all costs in connection with the sale of Event Merchandise. Commencing in the 2024-2025 NFL season, during one NFL Home Game per year to be mutually agreed upon by the parties hereto and during TSU Home Games, Cumberland shall maintain, within the Titans’ pro shop within the Stadium, a section that is specifically designated for the display and sale of TSU-licensed apparel and merchandise, which shall be selected and supplied in a manner consistent with Event Merchandise. The adjusted gross revenues (net of amounts retained by Cumberland’s merchandise concessionaire (if any), sales or similar taxes, credit card fees or other fees required to process transactions payable to third parties, and bootleg security costs) generated from the sale of Event Merchandise during TSU Home Games and such single NFL Home Game per year shall be paid to Lessee. Cumberland shall control the sale of all Event Merchandise at the Stadium and may, in its sole discretion, enter into agreements with third party vendors or concessionaires regarding the sale of TSU Home Game souvenirs. This Section shall be effective immediately, or as soon as possible thereafter, but no later than by the beginning of the 2024 NFL season.*

2.2 Amendments to Article 3 (Scheduling). Section 3.1 of the TSU Stadium Lease is hereby amended and restated as follows:

3.1 Scheduling TSU Home Game Dates. *Lessee shall notify Cumberland as soon as possible after it schedules a TSU Home Game by entering into a written contract with the opposing team (a copy of which contract must accompany such notice), and subject to the other terms of this Lease, the date on which such TSU Home Game is scheduled to take place shall be deemed a “TSU Home Game Date”; provided (a) no TSU Home Game may be scheduled on a date that is already a Reserved Date and (b) no TSU Home Game may be scheduled on a day other than a Saturday unless and until the NFL Schedule for the year in question has been determined. Lessee acknowledges that the highest priority use of the Stadium (with preference over all others) shall be to serve as the site for NFL professional football games, including the NFL Home Games, and Lessee agrees to schedule and conduct TSU Home Games in a manner designed to comply with the priorities established in the preceding sentence. Cumberland and Lessee acknowledge that under current scheduling practices (i) regular season NFL Games are not scheduled on Saturdays during the college football regular season and (ii) TSU regular season football*

games are scheduled in advance of the determination of the NFL Schedule and on Saturdays. Cumberland and Lessee shall exercise good faith and cooperate with one another to resolve conflicts with respect to the use of the Stadium or potential conflicts that may arise if current scheduling practices change. Thus, notwithstanding any other provision of this Lease, in the event a TSU Home Game is scheduled to take place on the same date as an NFL Home Game, Cumberland and the NFL team shall have the exclusive right to use the Facilities on such date and Lessee shall reschedule the TSU Home Game (in accordance with this Section 3.1, irrespective of whether the TSU Home Game was scheduled before or after such NFL Home Game. Cumberland shall give Lessee immediate notice of any such schedule conflict. If, after scheduling a TSU Home Game Date, Lessee would like to change the date, Cumberland will work in good faith to accommodate the request, subject to availability, on the proposed date.

Section 3.2 of the TSU Stadium Lease is hereby amended and restated as follows:

3.2 Use of Facilities.

(a) Use. *Except as otherwise provided herein, during the presentation of the TSU Home Game, Lessee shall have the right to use the Demised Premises in a manner consistent with the presentation of other NCAA football games, but accounting for any variations associated with the age, size and use of the Stadium. Lessee shall comply with all recorded agreements, easements, covenants, conditions and restrictions applicable to the Stadium.*

(b) Use Periods. *Except as otherwise provided herein, Lessee shall have the exclusive use of the Stadium for a period commencing two and one-half (2.5) hours before the scheduled start of each TSU Home Game (with Lessee's non-exclusive use to begin three (3) hours before such start) and concluding one (1) hour after the end of such TSU Home Game when an NFL Home Game is scheduled for the following day. On all other TSU Home Game dates, Lessee's right to use the Stadium shall commence no earlier than three (3) hours before the start of the applicable TSU Home Game and shall end promptly two (2) hours after the end of the TSU Home Game. During such exclusive period Lessee shall be entitled to conduct TSU Home Games. The playing field shall be ready for use by the Lessee no later than two (2) hours prior to the scheduled start of each TSU Home Game, unless otherwise agreed to by the parties hereto.*

(c) TSU Access to Facilities. *Lessor shall give Authorized TSU Personnel access to the Facilities, including entry into the Stadium generally, as may be needed from time to time for the sole purpose of TSU Home Game preparations and production, provided such access shall not interfere with the hosting of other scheduled events or operations at the Stadium. Lessee shall submit a list of Authorized TSU Personnel to Lessor each year of the Term, and Lessor shall provide those Authorized TSU Personnel with door and gate codes, keys, keycards, key fobs and/or any other means sufficient to gain entry into Stadium. Lessee shall provide Lessor with at least seven (7) days' notice of any amendments to the Authorized TSU Personnel list.*

(d) TSU Pre-Production Space. *Upon TSU's advance request and subject to availability, Lessor will provide TSU with the right to use meeting space for a reasonable period in advance of TSU Home Games, solely for the purpose of hosting pre-production meetings in advance of each such TSU Home Game.*

(e) Event Broadcaster Access. In addition to Authorized TSU Personnel access as provided in Section 3.2(c), Lessor shall provide any Person exercising TSU Broadcast Rights (which Persons shall be designated by the Lessee) with reasonable access to the Stadium at reasonable times in advance of each TSU Home Game scheduled for the Stadium so as to enable preparation and testing for the broadcast of such TSU Home Game, including those broadcasters designated by Lessee to broadcast and transmit such TSU Home Games by radio, television, cable, satellite transmission, pay-per-view, wireless networks, telephone, Internet, electrical power lines, data transmission lines, world wide web (including video streaming), or by any and all other communications media or methods, whether presently existing or hereafter developed (each such Person, a “**Broadcaster**” and collectively, the “**Broadcasters**”); provided, Lessee shall consult with Lessor and Cumberland with respect to such access and such access shall not interfere with the hosting of other scheduled events or operations at the Stadium. Lessor shall also provide reasonable assistance to the Broadcasters with respect to lighting in the Stadium so as to enable preparation and testing of such broadcast.

(f) Broadcaster Use of Stadium. Broadcasters may, at their own expense, at reasonable times in advance of and on the days of any TSU Home Game, in areas designated by Lessor and Cumberland within or around the Stadium, temporarily install, operate, maintain and remove such broadcast and associated production equipment as the Broadcasters may reasonably require in order to produce a high quality broadcast (including cameras, dedicated electronic, wireless access points, data, and telephone leads, platforms, wires, announcer booths, sound equipment, vans, trucks, graphic units, cables, cable trays, microphones, lighting, power lines, equipment and other apparatus reasonably necessary or appropriate to enable the Broadcasters to conduct broadcasts of such TSU Home Game and all associated activities). Lessor and Cumberland shall permit the Broadcasters to have access, at Cumberland’s expense, to electrical power upon terms and conditions comparable to the practices then generally in effect at other NCAA-sanctioned stadiums. Lessee shall use commercially reasonable efforts to cause the Broadcasters to remove all their broadcast and associated equipment from the Stadium as soon as reasonably practicable under the circumstances (including the use of the Stadium for other scheduled events scheduled by Lessor) following the completion of each TSU Home Game.

(g) TSU Parking for TSU Home Games and Related Activities. Subject to availability, Cumberland shall reserve a mutually agreeable number of spaces for Lessee’s employees, staff, contractors, agents and representatives for TSU Home Game and related activities, such as use during practice times, “walk throughs” and production meetings, at no expense to Lessee.

The following is hereby added as a new Section 3.4 of the TSU Stadium Lease:

3.4 TSU Right to Host TSU Home Games Elsewhere. If TSU elects to host any TSU Home Game for any NCAA college football season at a venue other than the Stadium, TSU shall make such election by delivering written notice of such dates for which Lessee has made such election to Cumberland at least three hundred sixty-five (365) days prior to the commencement of such NCAA football season, or as soon as possible after TSU is notified of a change in its home game schedule caused by the Ohio Valley Conference (or other conference regulating TSU), through no fault of TSU. Each such game for which TSU validly exercises such election and subsequently plays such game at Hale Stadium or an alternative venue on the TSU campus, not to exceed six (6) in any NCAA football season,

is referred to as an “Alternative-Venue Game.” Commencing in the NCAA football season that begins in the year 2024 and ends in the year 2025 and, thereafter, throughout the Term, within thirty (30) days following each Alternative-Venue Game TSU plays, Tennessee Stadium shall contribute the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to TSU for use in serving its mission.

2.3 Amendments to Article 4 (Rent). The following is hereby added at the end of Section 4.1 of the TSU Stadium Lease:

Notwithstanding the foregoing, throughout the Term, Cumberland shall pay to Lessor, on Lessee’s behalf, amounts due to Lessor from Lessee pursuant to this Section 4.1 in an amount not to exceed One Hundred Thirty-One Thousand Five Hundred Twenty-Two and 00/100 Dollars (\$131,522.00) per annum.

2.4 Amendments to Article 5 (Term). Article 5 of the TSU Stadium Lease is hereby amended and restated as follows:

The term of this Lease (the “Term”) shall commence on the date set forth in the introductory paragraph of this Lease and shall continue thereafter until 120 days after the earlier of (a) the last NFL Game played during the 2028 NFL season, or (b) the Substantial Completion (as defined in the Development Agreement) of the New Stadium. Notwithstanding any other provision hereof, if the NFL Lease is terminated for any reason prior to the end of the Term, the rights and obligations of Cumberland under this Lease shall thereupon terminate. Should Substantial Completion of the New Stadium not have occurred by the last NFL Game played during the 2028 NFL season, then the parties will work together in good faith to find a resolution consistent with this Amendment.

2.5 Amendments to Article 9 (Improvements to Facilities). Article 9 of the TSU Stadium Lease is hereby retitled as “PARKING” and amended and restated as follows:

Section 6.3 of the Site Coordination Agreement requires the Metropolitan Government and Lessor to maintain not less than 2,000 parking spaces within the Development Site for the benefit of events at the Stadium. Lessor and Cumberland hereby agree to make such spaces available to TSU on the same terms and conditions heretofore contemplated by the terms of this Lease.

2.6 Amendment to Annex II (Description of Stadium Site). Annex II of the TSU Stadium Lease is hereby deleted and replaced with the description and depiction attached hereto as Exhibit A.

ARTICLE 3. CONDITIONS TO EFFECTIVENESS; STATUS OF STADIUM LEASE

3.1 Conditions to Effectiveness. The provisions set forth herein shall become effective immediately upon the date hereof. Notwithstanding the foregoing, should the Authority Bonds (as defined in the Development Agreement) be required to be redeemed in accordance with Section 3.6(c) of the Development Agreement, then all of the provisions set forth herein, other than this Section 3.1, shall be deemed void ab initio and of no force or effect, and (ii) Section 2.1 of the Lease shall be hereby amended to add the following new sentence to the end of such Section: “All rights of Lessor set forth in this Section related to the provision of parking may be exercised by the Metropolitan Government in lieu of the Lessor, and all obligations of the Lessor set forth in this Section 2.1 related thereto may be satisfied by the

Metropolitan Government on behalf of the Lessor, in each case without duplication and in the sole discretion of the Metropolitan Government”.

3.2 Full Force and Effect. Except as otherwise specifically set forth in this Amendment, the TSU Stadium Lease remains in full force and effect, without modification, amendment or change; provided, from and after the date hereof until the expiration or earlier termination of the TSU Stadium Lease:

- (a) *TSU shall have the rights and obligations set forth in Section 11 (b) and (c) of the TSU Sublease, which section is incorporated by reference here solely for the purpose of interpreting the foregoing, except that such rights and obligations shall apply to TSU’s use of the Demised Premises, rather than TSU’s use of the Stadium.*
- (b) *Cumberland shall provide security with respect to the Demised Premises on the same terms and conditions as those upon which StadCo is obligated to provide security pursuant to Section 13(b) of the TSU Sublease, which section is incorporated by reference here solely for the purpose of interpreting the foregoing.*
- (c) *Cumberland shall provide, and TSU shall have the right to use, the public address and sound systems at the Demised Premises upon the same terms and conditions as those upon which it is entitled to use the public address and sound systems at the New Stadium pursuant to Section 14 of the TSU Sublease, which section is incorporated by reference here solely for the purpose of interpreting the foregoing.*
- (d) *Cumberland, at its expense, shall clean the Demised Premises after each Home Game. Cumberland shall provide the playing field (appropriately lined for NCAA football games) and field equipment (e.g., NCAA-approved goal posts, pylons, nets etc.); provided, Lessee shall assist Cumberland with the foregoing and shall be responsible for providing to Cumberland all field equipment in its possession, other than goal posts. Cumberland shall undertake responsibility for installing and erecting all field equipment for the playing field in accordance with NCAA rules. Without limiting the generality of the foregoing, Cumberland shall make certain that: (i) for all Home Games, the playing field shall (A) be of standard NCAA dimensions, contain standard NCAA markings, goal posts and nets in proper position, and otherwise conform to all NCAA rules, as communicated in writing to Cumberland by TSU, (B) have an adequate number of standard field benches, tables and chairs and (C) have mid-field and end zone and other playing field decoration as reasonably directed by TSU; (ii) for all Home Games, the press box shall have adequate amount of chairs set up, and working televisions and other customary electronic equipment required for the press, radio and television booths to cover the Home Games; (iii) for all Home Games, the playing field (and the stands within the Demised Premises, to the extent reasonably practicable) shall be reasonably free of debris; and (iv) for all Home Games, the Demised Premises shall be set-up generally for such Home Game. All such equipment and services described in clauses (i) through (iv) above shall be provided at Cumberland’s sole cost and expense, unless otherwise specified in this Amendment.*
- (e) *Cumberland shall provide services with respect to the Demised Premises on the same terms and conditions as which StadCo is obligated to provide services pursuant to Section 26(a)-(e) of the TSU Sublease, which section is incorporated by reference here solely for the purpose of interpreting the foregoing; provided, Cumberland shall not be obligated to modify the Demised Premises or acquire any new equipment in order to comply with such obligations.*

- (f) *TSU shall have the right to receive parking and concessions revenue upon the same terms and conditions as those upon which it is entitled to receive the same pursuant to Sections 8(c)(ii) and 8(d)(ii) of the TSU Sublease, which section is incorporated by reference here solely for the purpose of interpreting the foregoing.*
- (g) *TSU shall have the right of sponsorship of the John Merritt Classic upon the same terms and conditions as those upon which it is entitled to receive the same pursuant to Sections 12(b) of the TSU Sublease, which section is incorporated by reference here solely for the purpose of interpreting the foregoing, and that certain Community Partner Agreement dated April 14, 2023, as entered into by TSU and StadCo's affiliate, Tennessee Football, Inc.*

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

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

Signature on file
Cathy Bender
Chair

ATTEST BY:

Signature on file
Aaron McGee
Secretary

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Cathy Bender and Aaron McGee, with whom I am personally acquainted, and who acknowledged themselves to be the Chair and Secretary, respectively, of The Sports Authority of the Metropolitan Government of Nashville and Davidson County, a Tennessee governmental entity, the within named bargainer, and that they as such respective officers, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the company by themselves as such officers.

WITNESS my hand and seal this _____ day of _____, 2023.

Signature on file
NOTARY PUBLIC

My commission expires: _____

TENNESSEE STATE UNIVERSITY,
acting for the benefit of
TENNESSEE STATE UNIVERSITY BOARD OF TRUSTEES

Signature on file
Glenda Glover
President of Tennessee State University

Signature on file
Laurence Pendleton
Office of the General Counsel of Tennessee State University
(Approved as to form and legality)

Signature on file
Name:
Commissioner of Finance & Administration

Name: Signature on file
Office of the Attorney General
(Approved as to form and legality)

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Glenda Glover, with whom I am personally acquainted, and who acknowledged herself to be the President of Tennessee State University, the within named bargainer, and that she as such officer, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the University by herself as such officer.

WITNESS my hand and seal this _____ day of _____, 2023.

Signature on file
NOTARY PUBLIC

My commission expires: _____

CUMBERLAND STADIUM, LLC

Signature on file
Burke Nihill
President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Burke Nihill, with whom I am personally acquainted, and who acknowledged himself to be the President of Cumberland Stadium, LLC, a Delaware limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing document for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and seal this _____ day of _____, 2023.

Signature on file
NOTARY PUBLIC

My commission expires: _____

EXHIBIT A

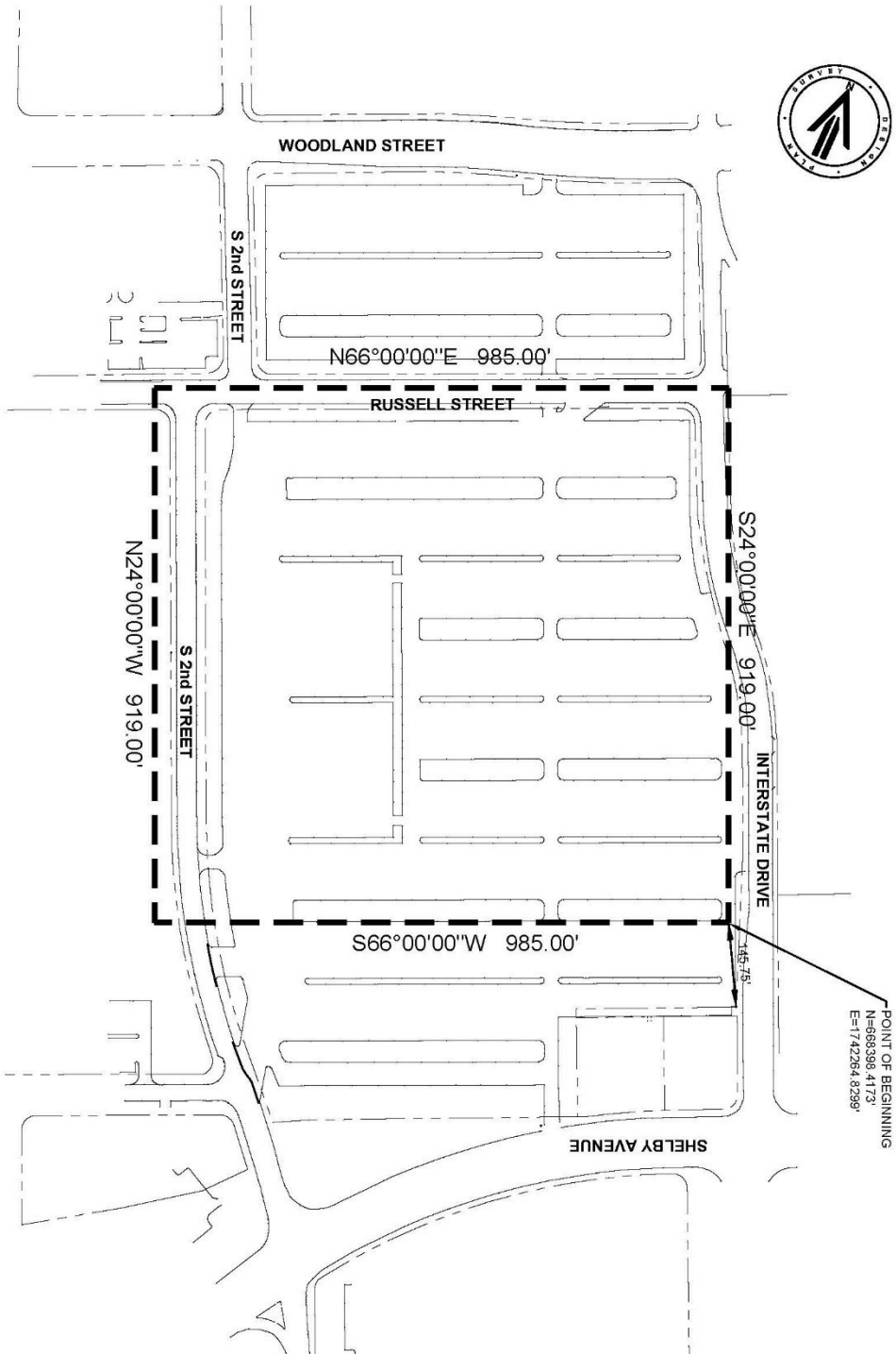
Development Agreement

[Attached]

EXHIBIT B

Stadium Site

That certain parcel of real property located at 1 Titans Way, Nashville, Tennessee 37213, bounded on the north by Russell Street, on the east by Second Street, on the south by Victory Avenue and on the west by Titans Way, consisting of approximately 32 acres; but excluding that portion of such property located to the east of Second Street and depicted within the parcel of property identified below.



POINT OF BEGINNING
 N=5683398.4173'
 E=1742264.8289'



RaganSmith

Nashville • Murfreesboro • Chattanooga
 315 West Main Street, Suite 200
 Nashville, Tennessee 37203
 615.254.4444 • Fax: 615.254.4444
 www.ragan-smith.com

TITANS STADIUM
 100' BUFFER
 201 SHELBY AVENUE, NASHVILLE,
 DAVIDSON COUNTY, TENNESSEE

Scale: 1" = 200'
 Date: 07/27/23
 Approved By: T.S.

Drawing Title:
 EXHIBIT
 Drawing No.:
 1 of 1
 Project No.:
 22-0144

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