

TENNESSEE STATE UNIVERSITY SIGNAGE AGREEMENT

THIS TENNESSEE STATE UNIVERSITY SIGNAGE AGREEMENT (this "Agreement") is entered into as of May 16th 2019 (the "Effective Date"), by and among The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a public non-profit corporation created pursuant to the Tennessee Sports Authorities Act of 1993 ("Lessor"), Tennessee State University, a Tennessee university ("TSU" or "Lessee"), and Cumberland Stadium, Inc. d/b/a Nissan Stadium and f/k/a Cumberland Stadium, L.P., a Delaware corporation responsible for managing, operating, and serving as the primary tenant of the Facilities ("Cumberland"). Each of the foregoing is a "Party" and, collectively, they are the "Parties."

RECITALS

WHEREAS, Lessor, the Tennessee Board of Regents (on behalf of TSU), and Cumberland are party to that certain TSU Agreement and Stadium Lease dated as of May 27, 1997, as amended from time to time (the "TSU Agreement"), which permits TSU to lease the Demised Premises on the terms and conditions set forth therein;

WHEREAS, Section 2.2 of the TSU Agreement provides that Lessor shall maintain certain signage at the Stadium, including interior signage indicating that the Stadium is the "Home of the TSU Tigers" (such interior signage, the "TSU Signage"), provided that such interior signage shall not be placed at any location where Cumberland could generate material revenues by placing alternative signage at such location (such locations being "Potential Revenue-Generating Locations"), and provided that such interior signage must be approved by Lessee and Cumberland; and

WHEREAS, Lessee and Cumberland have identified interior signage locations at the Stadium for TSU Signage (TSU Signage Locations), locations, which, historically, have not generated material revenues involving other signage;

WHEREAS, according to Cumberland, the TSU Signage Locations could, in the future, generate material revenues by placing alternative signage at the locations.

WHEREAS, notwithstanding the restrictions set forth in Section 2.2 of the TSU Agreement, Cumberland has approved the placement of TSU Signage on such Potential Revenue-Generating Locations, subject to the parties mutual understanding and agreement that Cumberland may relocate some or all of the TSU Signage to a mutually agreed upon location if and when Cumberland is presented with an opportunity to place alternative, material-revenue-generating signage at the subject location(s); and

WHEREAS, the Parties now desire to establish the terms and conditions on which the TSU Signage shall be installed and maintained at the Stadium.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Installation and Maintenance of TSU Signage. Lessor shall install and maintain or cause to be installed and maintained the TSU Signage on the terms and conditions set forth herein.

2. Signage Specifications. The TSU Signage shall be designed as depicted on Exhibit A, attached hereto. The Parties hereby consent to and approve of the aforesaid design and specifications.

3. Signage Location. Subject to Section 5, the TSU Signage shall be placed in each of the four (4) corners of the Stadium below the press level/press level suites, within the areas depicted on Exhibit B (but not necessarily occupying the entirety of the marked areas), attached hereto. The Parties hereby consent to and approve of the aforesaid location of the TSU Signage.

4. Payment and Reimbursement of TSU Signage Costs. Cumberland and Lessor shall each pay fifty percent (50%) of the costs associated with the fabrication, installation, maintenance and repair of the TSU Signage (such costs, the "Signage Costs").

5. Relocation of TSU Signage. If Cumberland, in its sole and reasonable discretion, subsequently identifies, and intends to close on, an available opportunity to generate material revenues by placing alternative signage in place of the TSU Signage at any or all of the locations described in Section 3, then Cumberland and Lessee shall, in accordance with section 2.2 of the TSU Agreement, mutually agree on an alternative signage location. At least thirty (30) days prior to the anticipated removal of the affected TSU Signage pursuant to this Section, Cumberland shall provide TSU with written notice: (a) informing TSU of the available opportunity, and (b) suggesting an alternative location for the TSU Signage; provided, however, that, consistent with Section 2.2 of the TSU Agreement, any such alternative location shall be in a permanent and prominent place and use lettering large enough to be readable from most points in the seating area of the Stadium. For the avoidance of doubt, TSU acknowledges and agrees that the specifications and locations of the TSU Signage set forth in Exhibits A and B exceed the signage requirements for the TSU Signage set forth in the TSU Agreement (the "Signage Requirements"), and that any proposed replacement TSU Signage need only conform with the Signage Requirements (and need not conform with the specifications and locations set forth in Exhibits A and B to the extent the specifications and locations reflected on Exhibits A and B exceed the Signage Requirements). Within thirty (30) days after receipt of such notice, TSU shall approve or reject the alternative location and design (if applicable) in writing; provided, however: (i) that such approval shall not be unreasonably withheld, and (ii) if TSU rejects the alternative location or design, it shall provide a reasonably detailed written statement of its reasons for such rejection and the Parties shall negotiate in good faith to select an alternative location and/or design for the TSU Signage, and upon mutual agreement, TSU shall approve such alternative location and/or design in writing. Following receipt of TSU's written approval of the alternative location, Cumberland shall, within a reasonable time, relocate and install the TSU Signage at the alternative location. Cumberland shall bear the cost of any relocation of TSU Signage pursuant to this Section 5.

6. Construction with the TSU Agreement. To the extent the terms of this Agreement conflict with those set forth in the TSU Agreement, the terms of this Agreement shall govern.

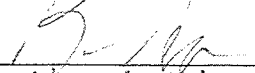
7. Capitalized Terms; Incorporation by Reference. Unless otherwise stated, terms not defined herein shall have the meanings attributed to them in the TSU Agreement. Article 19 (Miscellaneous) of the TSU Agreement shall apply to this Agreement *mutatis mutandis*, and is incorporated herein by reference.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.


LESSOR:

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

By: 
Name: Kim Adkins
Title: Chair

CUMBERLAND:

CUMBERLAND STADIUM, INC.

By: 
Name: Steve Underwood
Title: President

LESSEE:

TENNESSEE STATE UNIVERSITY


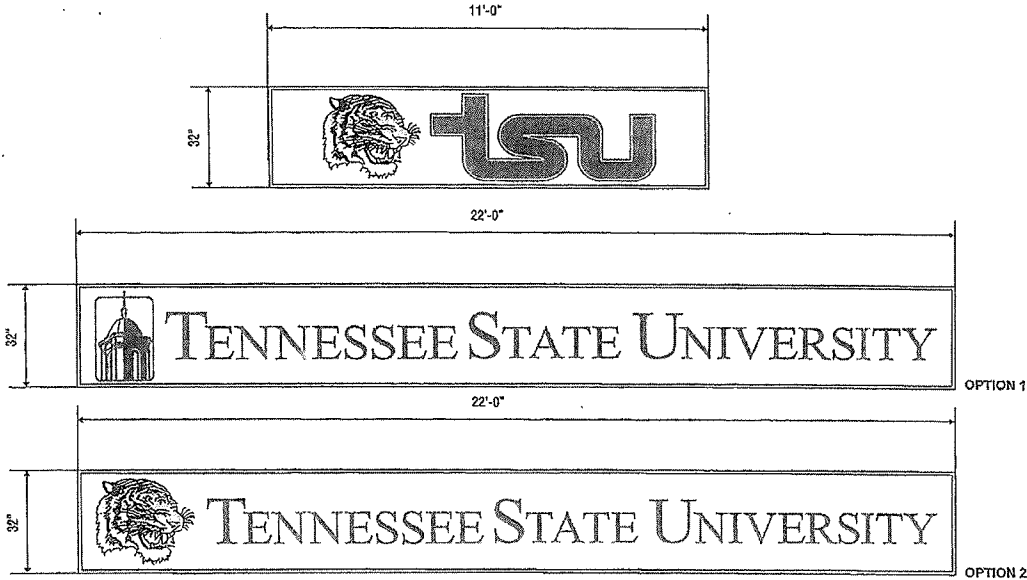
By: 
Name: Glenda Glover
Title: President

EXHIBIT A

TSU SIGNAGE DESIGN AND SPECIFICATIONS

See attachment.



REPLACEMENT FACES FOR 2 S/F WALL SIGNS
 .177 FLAT WHITE FACES WITH VINYL GRAPHICS APPLIED FIRST SURFACE.
 EACH SIGN HAS 1" RETAINERS.





 www.a-tsigns.com	CLIENT NISSAN STADIUM		DRAWING NO. TSU NISSAN STADIUM SIGNS		SCALE 1/2" = 1'-0"		CLIENT APPROVAL SIGNATURE 		<small>DO NOT BE ENGAGED IN COMPLIANCE WITH ARTICLE 618 OF THE NATIONAL ELECTRICAL CODE. THE LOCATION OF THE EQUIPMENT SHOULD BE AFTER INSTALLATION. THIS CONTRACTOR ACCEPTS LIABILITY OF THE NATIONAL ELECTRICAL CODE.</small>  	 <small>INCORPORATED</small> 1000 W. 14th St. #100, DICKSON, TN 37055 615-833-1888 615-833-1889 615-833-1890
	SALES MARK BURNS	ADDRESS NASHVILLE, TN	TRACKING NO. NS NV TN 10 12 18 MB		REVISION 1 2 3 4 5 6 7 8 9 10		REVISION DATE APPROVAL DATE			
ARTIST MBINKLEY		DATE 10.12.2018								

Exhibit A



FIGURE 1

Exhibit B

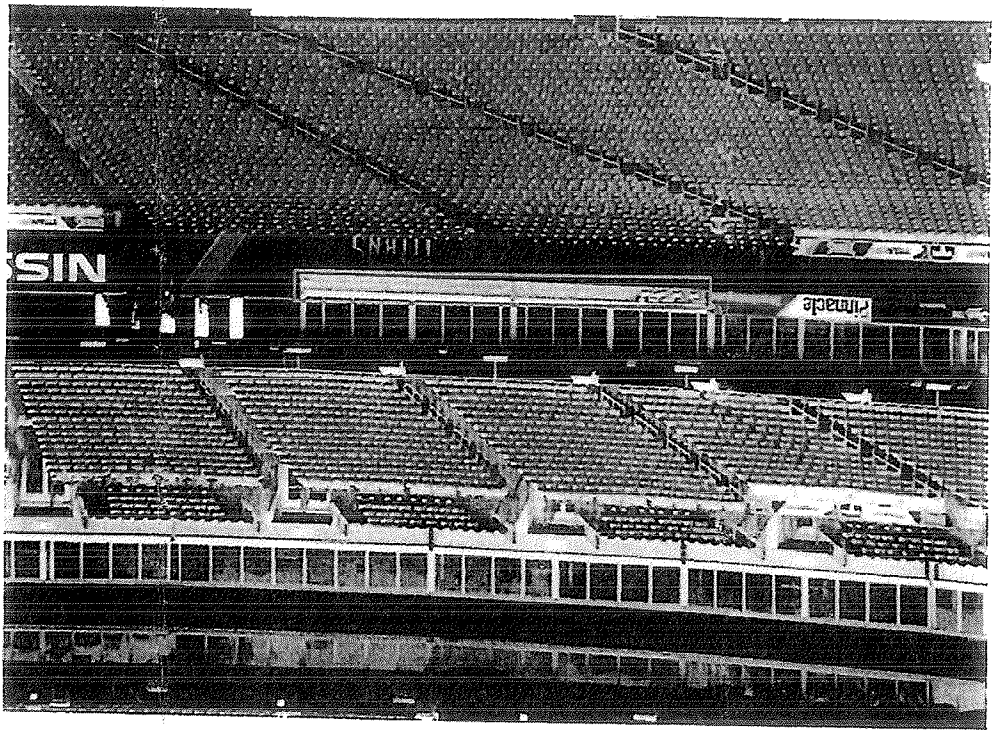




Exhibit B

