

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2022-1827

Mr. President –

I hereby move to amend Resolution No. RS2022-1827 as follows:

I. By amending the second to last bullet point of the subsection entitled “Application of Excess Financing Revenues” of the APPLICATION OF FINANCING-RELATED REVENUES AFTER PAYMENT OF DEBT section at page 13 of the Term Sheet attached thereto as Exhibit A as follows:

All remaining amounts shall be deposited to a surplus fund, which will be allocated to ~~the Capital Repairs Reserve Fund~~, the retirement of the Authority’s bonds and other lawful uses of the Authority, including intergovernmental agreement with the Metropolitan Government for transfer, with the specific allocation to be detailed in the Definitive Agreements.

II. By amending the second sub-bullet point of the subsection entitled “Parking Facilities” of the STADIUM PARKING FACILITIES section at page 20 of the Term Sheet attached thereto as Exhibit A as follows:

~~The Authority will at all times provide not less than an additional 2,000~~ In the event the Authority maintains surface or structured parking spaces within the Campus, which at least 2,000 of such parking spaces shall be for the exclusive use of StadiumCo in connection with Club and StadiumCo events. StadiumCo shall be entitled to receive 100% of all revenues generated by these parking spaces in connection with Club and StadiumCo events (it being expressly understood that parking revenues related to TSU Events shall be allocated pursuant to the TSU Lease and the Authority shall be entitled to participate in the sharing of parking revenues related to the CMA Fest in the manner in which such parking revenues have been shared to date). At all other times, the Metropolitan Government shall be entitled to use such parking spaces and retain all revenues related thereto. The Authority shall be responsible for all capital maintenance and repair of these parking spaces.

III. By amending the last sentence of the subsection entitled “Capital Asset Management Plan” of the STADIUM FACILITY MANAGEMENT section at page 20 of the Term Sheet attached thereto as Exhibit A as follows:

The CAMP shall identify actions necessary to maintain the Stadium and the Premises, including, but not limited to, planning of routine and preventive maintenance requirements, a general summary of the annual requirements and capital expenses reasonably expected to be required for the Stadium and the Premises during the next 10 years, a general summary of the annual requirements and capital expenses for the Stadium and the Premises reasonably expected to be necessary at 10-year increments for the remaining Term (including any potential option term), and a condition assessment report, which provides any changes in conditions of the Stadium that were noted by the Project Manager during its most recent onsite inspections; provided, however, the Capital Repairs Reserve Fund shall never

exceed the capital expenses reasonably expected to be required for the Stadium and the Premises reasonably expected to be necessary in the next 10 years as shown on the most recent CAMP (as defined herein).

IV. By amending the third bullet point of the subsection entitled "Campus Development Project" of the CAMPUS DEVELOPMENT PROJECT section at page 21 of the Term Sheet attached thereto as Exhibit A as follows:

In connection with the Campus Development Project, the Metropolitan Government shall be responsible for the design; and construction ~~and~~ with funding of all necessary infrastructure for the development and proper functioning of the balance of the Campus (the "Campus Infrastructure"); to be split evenly between the Metropolitan Government and StadiumCo. except with respect to any such costs included within the costs of the Stadium Project Site Preparation or as otherwise set forth herein or in the Definitive Agreements.

V. By amending the subsection entitled "Ticket Tax Revenues" of the STADIUM LEASE AND PROJECT FUNDING AGREEMENT TERMS section at page 16 of the Term Sheet attached thereto as Exhibit A as follows:

The Metropolitan Government will ~~continue to~~ levy at the Stadium ~~the a~~ ticket tax of the lesser of \$5.00 or \$3.00 5% of the value per ticket ~~sold, currently being levied at the Existing Stadium.~~ The revenues from such ticket tax levy may be referred to herein as "Ticket Tax Revenues".

Sponsored by:

Freddie O'Connell
Members of Council