REVOCABLE LICENSE AND MAINTENANCE AGREEMENT Term 5 Years

THIS REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 25 day of November, 2023, by CLARK COUNTY STADIUM AUTHORITY ("Stadium Authority") and LV STADIUM EVENTS COMPANY, LLC ("Stadco"), a Nevada limited liability company, (Stadium Authority and Stadco are collectively the "LICENSEE"), and COUNTY OF CLARK, a political subdivision of the State of Nevada ("COUNTY").

RECITALS

WHEREAS, the LICENSEE is authorized to conduct business in the State of Nevada;

WHEREAS, Stadium Authority, is the Owner of certain real property located at 3333 Al Davis Way, Las Vegas, Nevada 89118, known as Assessor's Parcel Number 162-29-310-001 ("LICENSEE's Property") located in Las Vegas, Nevada, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein;

WHEREAS, the LICENSEE's Property is zoned as <u>Limited Resort and Apartment</u> Zone (H-1);

WHEREAS, the LICENSEE desires to connect to the COUNTY's storm drain and flood control system to discharge ground water from discharge points on Licensee's Property to permitted locations of the Public Storm Drain (as hereinafter defined) as described in Exhibit "B" attached hereto, on County Property for the purpose of removing groundwater to facilitate the operation of a stadium;

WHEREAS, the LICENSEE desires to construct and maintain a Storm Drain Connection (as herein defined) to the Public Storm Drain(s) on the County Property, and said Storm Drain Connection (as hereinafter defined) is described and depicted in Exhibit "B";

WHEREAS, the COUNTY is willing to allow LICENSEE to access, if necessary, the County Property for the sole purpose of constructing and maintaining a Storm Drain Connection on the County Property or utilizing existing private storm drain facilitates that connect to the Public Storm Drain and discharging groundwater from LICENSEE's Property, into the Public Storm Drain pursuant to the terms and conditions of this Agreement and license;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

SECTION 1 DEFINITIONS

a. "Public Storm Drain" is defined as the manhole and storm drain pipe located within the COUNTY's right-of-way ("County Property") at the specific locations set forth in Exhibit "B" and said specific locations described in Exhibit "B" are also referred to as "Permitted Locations".

b. "Storm Drain Connection" is defined as the discharge points from **LICENSEE's** Property providing for the discharge of ground water at a maximum cumulative rate of <u>250</u> gallons per minute per site to Permitted Locations within the Public Storm Drain, as described and depicted in Exhibit "B".

SECTION 2 LICENSE AND PERMIT

The COUNTY hereby grants to the LICENSEE, subject to the terms and conditions stated in this Agreement and license, a revocable license to construct, use and maintain the Storm Drain Connection allowing for the discharge of ground water to the Permitted Locations of the County Property for a term of five (5) years and for the purpose of removing groundwater to facilitate the operation of a stadium.

This Agreement and license authorizes the construction, installation, use, maintenance, repair and/or replacement or removal of the Storm Drain Connection only. Prior to any construction installation, maintenance, use repair and/or replacement or removal of the Storm Drain Connection in the County Property, LICENSEE shall submit detailed plans of the Storm Drain Connection improvements if required by the Department of Public Works, along with the approved Nevada Division of Environmental Protection ("NDEP") permit(s) approved and issued by the State of Nevada, to the COUNTY for approval and shall secure all necessary permits required by the COUNTY, including but not limited to an offsite permit, if required by the Department of Public Works. Said Storm Drain Connection, described in Exhibit "B", is to be located only in the area shown on Exhibit "B", attached hereto and by this reference incorporated herein and as shown on plans and permits separately approved by the COUNTY. The COUNTY shall have the right in its sole discretion to review and approve or disapprove the final design and location of the Storm Drain Connection.

LICENSEE agrees that it has no right to legally challenge or contest the COUNTY's conditions, requirements and decisions with respect to the Storm Drain Connection and use of the Public Storm Drain, including, but not limited to the Permitted Locations and/or lack of locations and revocation of the Storm Drain Connection.

LICENSEE agrees that it shall not construct or engage in other improvements other than the Storm Drain Connection set forth in Exhibit "B", and subject to in this Agreement and license. LICENSEE agrees that the License and Permit is only for the purpose of discharging ground water only from the Licensee's Property into the Permitted Locations of the Public Storm Drain.

SECTION 3 INSTALLATION AND MAINTENANCE

The LICENSEE shall, at its sole cost and expense, furnish all labor, equipment, and materials for the construction, installation, maintenance, repair and/or replacement or removal of the Storm Drain Connection. All work, including maintenance, is to be performed to the satisfaction of the COUNTY, and in compliance with all permits, applicable codes, ordinances, rules, regulations, specifications and standards of the COUNTY, and all applicable laws, statutes, rules, codes and regulations of the State of Nevada, including but not limited to all State of Nevada water discharge permits, and the United States, and in such a manner so as to pose no risk of danger to persons or

property, and no interference with the use of the storm drain, public streets, off-site improvements and right-of-way, and no interference with the operations or reasonable convenience of the owners of the property which adjoins any of the public streets, right-of-way, Public Storm Drain and/or any other COUNTY property.

LICENSEE shall, at its sole cost and expense, construct, install and maintain the Storm Drain Connection. The Storm Drain Connection shall be constructed, installed, maintained and used so as not to interfere with the installation, maintenance or use of the Public Storm Drain and/or any other COUNTY property, street lighting system, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, gas lines, power lines, cable television facilities, telephone lines and any other utilities that have been or may be installed, maintained, used, or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Water District or any other district hereafter created for any governmental purpose.

LICENSEE shall not construct, install, maintain or use the Storm Drain Connection in such a manner as to damage or interfere with any existing water, sewer, gas, telephone, telegraph, or cable television facilities or electric light, heat, or power lines owned by another and/or maintained by a public utility or other governmental body or franchise.

Prior to any construction, installation, maintenance, replacement, reconstruction, repair and/or modification or relocation of the Storm Drain Connection, plans shall be submitted by the LICENSEE to the COUNTY for approval and permit issuance, including but not limited to an offsite permit, if required by the Department of Public Works, upon acceptance by the COUNTY. All construction, installation, maintenance, repair, reconstruction, replacement and/or modification or relocation performed by the LICENSEE shall be performed in a manner acceptable to the COUNTY. Construction, installation, maintenance, reconstruction, repair, replacement and/or modification or relocation shall include, but not be limited to the following additional conditions and restrictions:

- (a) At all times, LICENSEE must obtain and comply with all state and federal water discharge permits.
- (b) In addition to requirements of state and federal permits, LICENSEE agrees that all ground water discharged must not contain any pollution, illegal pollutants or wastewater in concentrations in excess of those established by law.
- (c) The Storm Drain Connection must contain a backflow protector.
- (d) The maximum discharge of ground water from LICENSEE property to the Permitted Locations of the Public Storm Drain shall be <u>250</u> gallons per minute when discharging and discharging pursuant to the NDEP permit(s) may occur 24 hours per day. LICENSEE shall not commence discharging until NDEP permit(s) are obtained.

- (e) During a rain event, which increases storm water flows in the Public Storm Drain beyond normal everyday flows, LICENSEE shall not discharge ground water or otherwise use the Storm Drain Connection until the flows in the channel and/or Public Storm Drain are back to the normal everyday flows.
- (f) LICENSEE shall not permit, and shall be responsible for the prompt removal of any impediment, destruction, constraint, conflict, restraint or any other blockage to the Storm Drain Connections and/or any flow or drainage through the Public Storm Drain from the Storm Drain Connection.
- (g) LICENSEE shall be responsible for the prompt removal of debris and/or any pollutant or waste in concentrations in excess of those established by law within:
 (i) the Storm Drain Connection, (ii) the Public Storm Drain, (iii) the Permitted Locations, and (iv) in any other location if such debris, pollutant, and/or waste is caused by the LICENSEE.
- (h) The Storm Drain Connection must in no way be supported by any improvements to the Public Storm Drain or flood channel system, including but not limited to pipes and channel structure.
- (i) LICENSEE shall not interfere with the installation, maintenance or use of the Public Storm Drain, flood channels, including but not limited to pipes, channel structure and improvements, roadways, street lighting system, traffic signal systems, public improvements, pedestrian bridge foundations and structure, water pipes, drains, sewers or the flow of water therein, flood control improvements, drainage improvements, gas, power lines, cable television, telephone lines, and any other utilities that have been or may be installed, maintained, used or authorized by the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Valley Water District or any other district hereafter created for any governmental purpose.
- LICENSEE shall not maintain or use the Storm Drain Connection in such a manner as to damage or interfere with the rights of others, or any existing or future private or public improvements and utilities, including but not limited to flood control improvements, drainage improvements, roadway improvements, sewer, gas, water, telephone, telegraph, or cable television facilities or electric, light, heat, or power lines owned by another.
- (k) LICENSEE agrees that the Storm Drain Connection shall not interfere with the operation of the Public Storm Drain, flood channels, and public vehicular and pedestrian traffic clear zones. Additionally, the Storm Drain Connection shall not cause any restriction of traffic lanes or shoulders. Furthermore, LICENSEE shall at its sole cost and expense be responsible for maintaining the Storm Drain Connection to ensure the health, safety and welfare of the public satisfactory to the County. Protection of workers shall be the sole responsibility of LICENSEE.

- (l) LICENSEE's work under this Agreement and license shall not involve, necessitate or require encroachment on or penetration of property owned by the COUNTY, or property owned by another, except within the County Property as permitted by this Agreement and license.
- (m) LICENSEE shall in no way impair, impede, conflict, delay, disrupt and/or in any way interfere with improvements in or on the County Property, including but not limited to the construction, repair, removal maintenance and/or use of utilities, including but not limited to the utilities constructed and installed by other developers.
- (n) LICENSEE further understands and agrees that certain improvements and/or repairs may be made to the County Property and the Public Storm Drain. LICENSEE shall not impair, impede, conflict, delay, disrupt and/or in any way interfere with the construction of public or private projects and shall if requested by the County discontinue the discharging of ground water from LICENSEE property until the repairs and/or improvements are completed. In the event the Storm Drain Connection impairs, impedes, conflicts, delays, disrupts and/or in any way interferes with improvements and/or the construction of improvements, as solely determined by the COUNTY, then LICENSEE shall, after receipt of written notice from the COUNTY, remove, modify, relocate or adjust the Storm Drain Connection, in the manner and time specified by the COUNTY in writing.

SECTION 4 CONDITIONS OF COUNTY PROPERTY OCCUPANCY

- A. The license granted herein is subject to LICENSEE complying with all terms and conditions of this Agreement, including, but not limited to, the proper maintenance of the Storm Drain Connection pursuant to this Agreement. Further, LICENSEE agrees that this Agreement and license is limited to the Storm Drain Connection and discharge of ground water at Permitted Locations into the Public Storm Drain. LICENSEE shall not engage in any activities or improvements on the County Property that is not defined in this Agreement or in any other agreement between LICENSEE and the COUNTY.
- B. The COUNTY reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, perform civil work, or maintain the surface or subsurface improvements located within or under the County Property described in Exhibit "B", including the area of the Storm Drain Connection, including, without limitation to, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses, or overpasses. The COUNTY may further develop the property over which the license is granted, which may require future excavation, construction, roadways, roadway construction, use, repairs, regrading, widening, realigning, maintenance, civil work, and other activities, which may require LICENSEE, following receipt of written notice from the COUNTY of the required actions, to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of the Storm Drain Connection across the County Property in order to not interfere with the use of the Public Storm Drain and such other public improvements.

- County Property under this license, even though this Agreement and license was approved by the COUNTY. The LICENSEE shall, at no cost and expense to the COUNTY or to any franchised or non-franchised public utility company, to the Clark County Water Reclamation District, to the Las Vegas Valley Water District, or to any other entity governed by its County Commissioners, demolish, reconstruct, modify, remove, or relocate any, all or a portion of the Storm Drain Connection upon written notice from the Director of Public Works of the COUNTY for any purposes including but not limited to accommodating the following:
 - Installation, maintenance, or use of all public facilities, including but not limited to flood control channels and facilities, roadways, standard improvements and public utilities;
 - (ii) The public's health, safety, or welfare, as determined by said Director of Public Works; and/or
 - Public works, including, but not limited to, streetlights, traffic signal (iii) conduits, curbs, gutters, sidewalks, pavement, water mains, sanitary and/or storm sewers, gas, telephone, telegraph, cable television, electric, light, heat, power, viaducts, bridges, underpasses or overpasses, which the COUNTY, the State of Nevada Department of Transportation, any franchised or non-franchised public utility company, the Clark County Water Reclamation District, the Las Vegas Valley Water District, or any other entity governed by the Board of Commissioners of the County may have authorized, installed, maintained, or used, or may in the future decide to authorize, install, maintain, or use on, across, along, over or under the County Property, or as said Department of Public Works determines is necessary because of a proposed vacation, abandonment, surfacing, resurfacing, change of grade, alignment, realignment, change of width, construction of any public road, right-of-way or flood control channels and/or facilities.
- D. In the event that the LICENSEE's construction, installation, maintenance, reconstruction, construction, repair, removal of the Storm Drain Connection is the cause of damage or disturbance to the surface or subsurface of the County Property, including but not limited to any improvements and structures in the Public Storm Drain, public roads, right-of-ways or adjoining public property, or any public property, then, after receipt of written notice to LICENSEE by the COUNTY, LICENSEE shall immediately at its own cost and expense, and in a manner approved by the COUNTY, repair and/or restore, to the satisfaction of the COUNTY, any damage sustained to the COUNTY's property caused by LICENSEE. If the repair or replacement is not completed within a reasonable time or does not meet the COUNTY's requirements for such work, the COUNTY will perform the work or have the work performed and LICENSEE will reimburse the COUNTY for all costs incurred within thirty (30) days after receipt of a bill evidencing such costs from the COUNTY.

- E. The LICENSEE shall, within thirty (30) days after receiving written notice from the COUNTY to, demolish, reconstruct, modify, repair, remove or relocate the Storm Drain Connection, commence such demolition, reconstruction, modification, removal, repair or relocation by submitting all applications for the necessary permits to do so. The LICENSEE shall complete the required action, at LICENSEE's sole cost and expense, within sixty (60) days after receiving the necessary permit(s), or such shorter time as may be reasonable. LICENSEE shall be responsible for all damages, to whomever, caused by LICENSEE's failure to demolish, reconstruct, remove, modify, repair or relocate the Storm Drain Connection within the aforesaid time period.
- F. If the COUNTY requests the LICENSEE to permanently remove the Storm Drain Connection then the LICENSEE's license for use of the County Property is thereby revoked, subject to the provisions set forth in Section 7 concerning LICENSEE'S removal of the Storm Drain Connection. If the COUNTY requests the LICENSEE to remove a portion of the Storm Drain Connection, then the LICENSEE's license for that portion of the COUNTY's Property is hereby revoked, subject to the provisions set forth in Section 7.
- G. Notwithstanding any other provision contained in this Agreement, in the case of an emergency or threat to the public's health, safety, or welfare caused by or attributed to the Storm Drain Connection, the LICENSEE hereby agree to immediately (upon notice thereof) demolish, adjust, remove, replace, repair or reconstruct said Storm Drain Connection. In addition, the COUNTY at its option may, at the expense of the LICENSEE, adjust, demolish, remove, replace, repair or reconstruct said Storm Drain Connection if said Storm Drain Connection causes or contributes to an emergency or threat to the public's health, safety, and welfare. LICENSEE agrees to pay the COUNTY for all costs and expenses incurred by the COUNTY associated therewith within thirty (30) calendar days of receipt of a bill from the COUNTY.
- H. LICENSEE shall not interfere with the Public Storm Drain and LICENSEE shall not damage property nor interfere with the rights or convenience of owners of property, which adjoin any of the public streets, right-of-way and/or the Public Storm Drain.
- I. LICENSEE agrees that LICENSEE must accept its use of the County Property pursuant to this Agreement and license in an AS-IS condition. The COUNTY makes no warranties or guarantees as to the condition of the County Property and the Public Storm Drain or that the County Property and the Public Storm Drain are suitable for use for the Storm Drain Connection. LICENSEE further agrees that the COUNTY makes no warranties or guarantees that the Public Storm Drain has the capacity to carry any discharges from LICENSEE's Property.

SECTION 5 LIABILITY AND INDEMNIFICATION

The LICENSEE agrees to require its agents, (including those represented as consultant, contractor or subcontractor, collectively hereinafter "LICENSEE REPRESENTATIVES") to indemnify defend and hold harmless the COUNTY and the Clark County Regional Flood Control District pursuant to the provisions set for in this Agreement.

The LICENSEE, its successors in interest, and LICENSEE REPRESENTATIVES shall indemnify, defend and hold harmless the COUNTY and the Clark County Regional Flood Control District and their officers, agents, employees and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, causes of action, costs and expenses, judgments, of whatever nature, including costs of investigation, attorneys' fees and expenses, expert witness fees and expenses and all court or arbitration or other alternative dispute resolution costs, which are incurred as a result of injury to or death of any person, or against and from damage to or loss, or destruction of property whatsoever when such injury, death, loss, destruction, or damage is due to or arising from or as a result of any work, action or inaction by the LICENSEE and/or the LICENSEE REPRESENTATIVES, their officers, employees, and agents, in connection with the design, construction, installation, use, adjustment, maintenance, demolition, removal, repair, relocation, modification or reconstruction of the Storm Drain Connection or arising out of the LICENSEE's obligations or rights set forth in this Agreement, including but not limited to any damage caused by the discharge of water from the Storm Drain Connection or use of the County Property.

LICENSEE and LICENSEE REPRESENTATIVES shall also indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and volunteers for any damages or injury to person or property or any losses arising out of, or related to, this Agreement, including but not limited to the encroachment permits, offsite permits, building permits, any other permits for the activities permitted herein, and/or any other COUNTY permits for LICENSEE's Property to the extent they are directly or indirectly related to the Storm Drain Connection as solely determined by the COUNTY.

LICENSEE and LICENSEE REPRESENTATIVES shall also indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and volunteers for any damages or injury to person or property or any losses arising out of or related to the Storm Drain Connection and/or utility conflicts and damages, and/or conflicts, impacts, delays or interference with public or private projects and improvements, including but not limited to COUNTY contractors unless such damage or injury is caused by the misconduct or negligence of the COUNTY's officers, agents, employees, volunteers, representatives, or invitees or by COUNTY contractors. LICENSEE and LICENSEE REPRESENTATIVES shall indemnify, defend and hold harmless the Clark County Regional Flood Control District, its officers, agents, employees, and volunteers for any damages or injury or death to any person and/or property and/or losses, including but not limited to invites, guests, patrons, agents, employees, officers, contractors, subcontractors arising out of or in any way related to storm water flows onto or from property described in Exhibit "A", including but not limited to waters from any source, debris, substances, material, pollutants, flood and ground waters and/or lack of capacity of the Public Storm Drain.

At its option, COUNTY may elect to hire an attorney or attorneys to defend COUNTY, its officers, agents, employees and volunteers from any of the above claims, causes of action, suits, negotiation of settlements and/or arbitration. If COUNTY exercises this option, LICENSEE agrees that LICENSEE and LICENSEE REPRESENTATIVES remain subject to all indemnification obligations as set forth above in this Section, including but not limited to paying all costs, attorneys' fees, costs of suit, costs of appeal, and expert witness fees. COUNTY may at any time compromise or settle any claim, cause of action, suite, and/or arbitration if COUNTY

provides the settlement or compromise amount. Provided, however, that COUNTY and its defense counsel shall not have the right to compromise or settle any such claims, causes of action, suits or arbitration in any manner which would obligate LICENSEE and/or LICENSEE REPRESENTATIVES for the payment of money, without LICENSEE's prior approval. If COUNTY provides the compromise or settlement amount without the approval of LICENSEE, and/or LICENSEE REPRESENTATIVES such compromise or settlement shall be without recourse against LICENSEE and/or LICENSEE REPRESENTATIVES by COUNTY. LICENSEE agrees, within thirty (30) days of receipt of billing(s) from COUNTY to pay all attorneys' fees incurred by the COUNTY in defense of such claims or other legal actions in addition to those items listed above.

LICENSEE also agrees to repair or restore, to the satisfaction of the COUNTY, any damage sustained to any public property, including the County Property and the Public Storm Drain that results from and/or arises out of the acts or omissions of LICENSEE and/or LICENSEE REPRESENTATIVES under this Agreement.

LICENSEE agrees that the COUNTY will not be responsible for any damage to the Storm Drain Connection and/or LICENSEE's Property and any loss or damage arising from the Storm Drain Connection, this Agreement and license, the discharge of water, flooding, water damage, rain events, backflow, lack of capacity of the Public Storm Drain, rain and flooding events unless such loss or damage is directly caused by the COUNTY, or its employees, representatives, contractors and/or subcontractors, or invitees.

LICENSEE further agrees to waive as to the COUNTY and the Clark County Regional Flood Control District and their officers, agents, employees, and volunteers any claims, causes of actions, and/or damages LICENSEE may receive as a result of any waters, debris, substances, material, pollutants, flood or lack of capacity of the storm drain which causes damage to LICENSEE's Property and its guests, invitees, contractors and/or improvements, including but not limited to buildings, structures and personal property.

This Section 5 survives termination of this Agreement.

SECTION 6 INSURANCE POLICY

LICENSEE at their own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance naming the COUNTY and the Clark County Regional Flood Control District, their officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement covering any and all possible risks, exposures, and/or liabilities resulting from this Agreement. General liability coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises, operations, severability of interest, products and completed operations, and contractual and independent contractors. LICENSEE shall maintain at all times limits of no less than Five Million and 00/100 Dollars (\$5,000,000.00) combined single limit per occurrence for bodily injury (including death),

personal injury, and property damage. The insurance coverage supplied by the LICENSEE must provide for a 30-day notice to the COUNTY before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. LICENSEE shall provide the COUNTY with Certificates of Insurance within ten (10) working days after execution of this Agreement by LICENSEE. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit LICENSEE's liability obligations to the COUNTY.

SECTION 7 <u>REMOVAL AND REPLACEMENT OF IMPROVEMENTS UPON</u> <u>TERMINATION</u>

Upon termination of this Agreement and license, the LICENSEE shall, at its sole expense, if requested by the COUNTY, remove the Storm Drain Connection from the County Property and replace it with improvements, as required by the COUNTY within sixty (60) days of receipt of written notice of termination or within thirty (30) days of receipt of all permits necessary to the removal of the Storm Drain Connection. Prior to such removal, LICENSEE shall secure, at its sole expense, all permits and approvals required by COUNTY. LICENSEE agrees and understands that it does not have any right to legally challenge or contest the COUNTY's conditions, requirements and/or decisions with respect to the removal of Storm Drain Connection.

SECTION 8 FEES

Within ten (10) days of Board of County Commissioners approval, and prior to the issuance of any permits and prior to the commencement of any construction under this Agreement, the LICENSEE shall pay a fee of Thirty-eight thousand six hundred seventy and 81/100 Dollars (\$38,670.81) to the COUNTY for the costs to the COUNTY relating to use of the County Property prior to the Effective Date of this Agreement and the first year of use pursuant to this Agreement. Thereafter, on each anniversary of the Effective Date, the "LICENSEE" shall pay a fee of Thirty-six thousand four hundred eighty-one and 90/100 Dollars (\$36,481.90) to the County for the costs to the COUNTY relating to the use of the County Property pursuant to this Agreement,

In the event this Agreement is terminated before expiration of the term, paid fees will not be refunded.

SECTION 9 CASH DEPOSIT

Within ten (10) days after execution of this Agreement by LICENSEE, the LICENSEE shall deposit with the COUNTY a cash deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to secure its obligations set forth in this Agreement. A copy of the cash deposit is attached hereto as Exhibit "C". The cash deposit must be maintained in full as a continuing obligation during the entire term of this license. The COUNTY shall have the right to withdraw from the cash deposit, and use, the full amount of all sums and damages necessary in connection with the maintenance, removal and/or repair of the Storm Drain Connection and/or in connection with or by reason of any default of the LICENSEE, and within ten (10) calendar days thereafter

the LICENSEE will replenish the cash deposit to the full amount. In the event the Storm Drain Connection is removed pursuant to this Agreement, the COUNTY shall not be liable to the LICENSEE for any damages sustained by the LICENSEE for or on account of such removal.

This Section 9 survives termination of this Agreement except, upon termination of this Agreement, the cash deposit or any portion of the cash deposit, as solely determined by the COUNTY, shall be returned to the LICENSEE so long as the COUNTY, in its sole discretion, determines that the cash deposit will not be needed for the purposes set forth herein.

SECTION 10 TERMINATION ON BREACH AND WAIVER OF BREACH

The breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the LICENSEE shall, at the option of the COUNTY, constitute a default of this Agreement and license and provide the COUNTY the right upon notice to LICENSEE to terminate all rights of the LICENSEE hereunder. The waiver by the COUNTY of the breach of any condition, covenant, restriction, or agreement herein contained to be kept observed, and performed by the LICENSEE shall in no way impair the right of the COUNTY to enforce its rights upon any subsequent breach thereof.

SECTION 11 TERMINATION ON NOTICE

Notwithstanding any other provision in this Agreement, this Agreement and license may be terminated by the Board of County Commissioners, with or without cause and regardless of the nature of the improvement made by LICENSEE, upon ten (10) business days written notice. At the time of termination, LICENSEE shall comply with Section 7 of this Agreement and, if requested by the COUNTY, have the Storm Drain Connection removed, relocated and/or replaced with improvements, as required by the COUNTY, within sixty (60) days of receipt of written notice of termination or within thirty (30) days of receipt of all permits necessary to the removal, relocation, or replacement of the Storm Drain Connections. LICENSEE understands and agrees that it waives any rights it may have and that it has no cause of action or right of recourse based upon the COUNTY's election to terminate this Agreement and license.

SECTION 12 TERM

Unless terminated earlier as provided herein, this Agreement automatically terminates five (5) years from the Effective Date, as set forth herein.

SECTION 13 ASSIGNMENT MUST BE APPROVED BY COUNTY

Except as provided in Section 21 of this Agreement with respect to the transfer of ownership of the land described in Exhibit "A" attached hereto, LICENSEE shall not assign this Agreement or license, in whole or in part, or any rights herein granted, without the written consent of the COUNTY. At the time an assignment is requested, the Board of County of Commissioners may, in their discretion, accept and approve the assignment or terminate this Agreement and license and require the LICENSEE to comply with the requirements of Section 7 above. In the event the Board of County Commissioners accepts and approves an assignment of this Agreement, such

assignment may be subject to a separate license agreement that may include new, modified and/or additional terms and conditions, as solely determined by the COUNTY in its sole discretion.

SECTION 14 JOINT AND SEVERAL LIABILITY

LICENSEE, Clark County Stadium Authority and LV Stadium Events Company, LLC, shall be jointly and severally liable for the terms, conditions, obligations, and duties of this Agreement, as set forth herein.

SECTION 15 EFFECTIVE DATE

This Agreement and license shall take effect on November 21st 2023 ("Effective Date").

SECTION 16 NOTICES

All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when personally delivered, or three business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

CLARK COUNTY, NEVADA:

LICENSEE:

Clark County:

Owner:

Attn: Denis Cederburg, Director Public Works Department 500 South Grand Central Parkway Las Vegas, Nevada 89155-4000 Attn: Steve Hill Clark County Stadium Authority c/o: Ed Finger LVCVA 3150 Paradise Road Las Vegas, NV 89109

LV Stadium Events Company, LLC Attention: Justin Carley 1475 Raiders Way Henderson, NV 89052

SECTION 17 SUCCESSORS AND ASSIGNS

This Agreement and license shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors, successors in interest and permitted assigns. This Agreement and license will be recorded in the Office of the Clark County Recorder and will be binding upon the owner of the property described in Exhibit "A" attached hereto and by this

reference incorporated herein. Notwithstanding the above, LICENSEE will also continue to be bound by the terms and conditions of this Agreement until the subsequent successors and assigns agrees in writing to be bound by the terms and conditions herein and the COUNTY gives approval in writing of its consent to relieve LICENSEE of its obligations herein.

SECTION 18 INDEPENDENT CONTRACTOR

The relationship of the LICENSEE to the COUNTY shall be that of an independent contractor.

SECTION 19 PARTIES AND INTERESTS

This Agreement and license shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the LICENSEE, only.

SECTION 20 COVENANTS NOT TO SUE

LICENSEE agrees not to bring any cause of action, claim, suit, or demand of any nature against the COUNTY related to or arising out of or based on any terms and conditions of this Agreement, the Storm Drain Connection, the Public Storm Drain, flooding, water damage, backflow, rain events, the COUNTY's issuance of any permits to LICENSEE and issuance of the license under this Agreement. LICENSEE agrees and understands that it does not have any right to legally challenge or contest the COUNTY's conditions, requirements and/or decisions with respect to the Storm Drain Connection, this Agreement and license, including but not limited to the termination of this Agreement and license, removal and replacement of Storm Drain Connection.

SECTION 21 COVENANT RUNNING WITH THE LAND

This Agreement will be recorded in the Office of the Clark County Recorder and all of the terms, covenants, conditions, and provisions herein are expressly for the benefit of, and binding upon, LICENSEE and the COUNTY, and the respective heirs, successors, successors in interest and assigns, or anyone claiming under them as owners of the land described in Exhibit "A", and shall constitute covenants running with the land for the benefit and binding upon the land described as Licensee's Property.

SECTION 22 COUNTERPART

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

written.	
CLARK COUNTY, NEVADA Board of Commissioners	ATTEST:
James B. Gibson, Chairman	Lynn Marie Goya, County Clerk
APPROVED AS TO FORM: Clark County District Attorney	
Ashley Balducci, Deputy District Attorney	
CLARK COUNTY STADIUM AUTHORITY	
Ву:	
Its:	
Print Name:	
STATE OF NEVADA))ss: COUNTY OF CLARK)	
This instrument was acknowledged before me on	, 2022,
This instrument was acknowledged before me on by of of Stadium Authority.	, Clark County
<u>.</u> 1	NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

IN WITNESS WHEREOF, the parties have execu written.	tted this Agreement as of the date first above
CLARK COUNTY, NEVADA Board of Commissioners	ATTEST:
James B. Gibson, Chair	Lynn Marie Goya, County Clerk
APPROVED AS TO FORM: Clark County District Attorney	
Ashley Balduci Deputy District Attorney	
CLARK COUNTY STADIUM AUTHORITY	
By: Stem Ophill	LV STADIUM EVENTS COMPANY, LLC
Its: CHARMAN	By:Its
Print Name: Store D. Huce	Print Name:
STATE OF NEVADA))ss: COUNTY OF CLARK)	
This instrument was acknowledged before me on Aby Steven D. Hill, as Chairman of — Stadium Authority.	vgust 29, 2023, Clark County
ALEXIS FRADELLA NOTARY PUBLIC STATE OF NEVADA APPT. NO. 23-8257-01 MY APPT. EXPIRES FEBRUARY 10, 2027	OTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CLARK COUNTY, NEVA Board of Commissioners	ADA	ATTEST:
Print Name:		Print Name:
APPROVED AS TO FORM Clark County District Attorn		
Hanley haducci Deputy D	District Attorney	
CLARK COUNTY STADIL By:		LV STADIUM EVENTS COMPANY, LLC By:
Its:Print Name:		By: THE CY Its: SA. VICE MESINE? & GOVES Print Name: 145 Tim L. CARLEY
STATE OF NEVADA COUNTY OF CLARK))ss:)	
This instrument was acknow by, as Stadium Authority.	vledged before me or s	n

NOTARY PUBLIC

STATE OF NEVADA)	
COUNTY OF CLAPK)ss:	
COUNTY OF CLARK	,	
This is strong out was colone	wledged before me on August 16	, 2023
hy Tuckin Carlan	as SVP & Feneral of Counsel	, LV Stadium
Events Company, LLC.	04 . 401,-11	
	NOTARY PUBLIC	
	NOTARI PUBLI	-

16787278_v3

EXHIBIT A

Exhibit A to Deed

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

LOT ONE (1) OF THE FINAL MAP OF NEW LAS VEGAS STADIUM, A COMMERICAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 155 OF PLATS, PAGE 81, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN(s): 162-29-302-001, 162-29-302-003, 162-29-302-004 and 162-29-401-017

WHEN RECORDED RETURN TO AND MAIL TAX STATEMENTS TO:

Clark County Stadium Authority c/o Applied Analysis 6385 S. Rainbow Blvd., Suite 105 Las Vegas, Nevada 89118 Attn.: Jeremy Aguero

GRANT, BARGAIN, AND SALE DEED

Inst #: 20180330-0003453 Fees: \$40.00

RPTT: \$0.00 Ex #: 002 03/30/2018 03:58:21 PM Receipt #: 3361797

Requestor:

FNTG NCS (LAS VEGAS)
Recorded By: OSA Pgs: 10

DEBBIE CONWAY
CLARK COUNTY RECORDER

Sre: ERECORD
Ofc: ERECORD

THIS INDENTURE WITNESSETH that LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company and successor by conversion to LV Stadium Company, LLC, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey to CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada, with an address of c/o Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas, Nevada 89118, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

Together with all and singular the improvements, fixtures, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

Subject to those items of record described in $\underline{\text{Exhibit B}}$ attached hereto and incorporated herein by this reference.

[Signature and notarial acknowledgement appear on the following page.]

Witness my hand this 25th day of May , 2018.

LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company

Name:

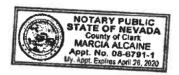
Mare Badain

STATE OF Nevada

COUNTY OF Clark

This instrument was acknowledged before me on March 28, 2018, by ____

Marc Backlings President of LV STADIUM EVENTS COMPANY, LLC.



(Signature of Notarial Officer)

(Seal, if any)

marcia Alcaine 08-6291-1 April 26, 2020

Exhibit B to Deed

Recorded Matters

1. Reservations for water rights, mineral rights and rights of way in the patent from the United States of America, recorded December 5, 1958, in Book 180 as Document No. 146618, of Official Records.

The above rights of way, not dedicated, have been vacated by an instrument dated June 1, 1998, recorded June 3, 1998, in Book 980603 as Document No. 01570, of Official Records.

The above document was re-recorded on March 10, 2004 in Book 20040310 as Document No. 01416, of Official Records.

The interest of the United States of America in and to the mineral rights and right-of-ways were transferred to the County of Clark by instrument recorded January 28, 2000 in Book 20000128 as Document No. 00939, of Official Records.

- 2. An easement affecting that portion of said land for perpetual avigation and incidental purposes thereto as granted in the Grant of Easement, in favor of County of Clark, recorded August 14, 1984, in Book 1974 as Document No. 1933173 of Official Records.
- 3. An easement affecting that portion of said land for highway slopes and incidental purposes thereto as granted in the Easement Deed of Dedication in favor of County of Clark, recorded May 19, 1992, in Book 920519 as Document No. 00170 of Official Records.
- 4. Terms, covenants, conditions and provisions in an instrument entitled, "Settlement Agreement", recorded April 6, 1994, in Book 940406 as Document No. 01548, of Official Records.
- 5. An easement affecting that portion of said land for retaining wall facilities and incidental purposes thereto as granted in the Easement, in favor of County of Clark, recorded May 31, 1996, in Book 960531 as Document No. 01387 of Official Records.
- 6. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the Perpetual Grant of Easement, in favor of County of Clark, recorded April 29, 1997, in Book 970429 as Document No. 01107 of Official Records.
- 7. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the Perpetual Grant of Easement, in favor of County of Clark, recorded April 29, 1997, in Book 970429 as Document No. 01108 of Official Records.
- 8. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the "Permanent Drainage Easement" in favor of County of Clark, recorded August 31, 1998, in Book 980831 as Document No. 01397, of Official Records.

- 9. An easement affecting that portion of said land for electrical lines and incidental purposes thereto as granted in the Grant of Easement, in favor of Nevada Power Company, recorded November 19, 2002, in Book 20021119 as Document No. 00958 of Official Records.
- 10. An easement affecting that portion of said land for electrical lines and incidental purposes thereto as granted in the Grant of Easement in favor of Nevada Power Company, recorded November 19, 2002, in Book 20021119 as Document No. 00961 of Official Records.
- 11. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the Grant of Public Drainage Easement to be Publicly Maintained, in favor of County of Clark, recorded December 7, 2017 in Book No. 20171207 as Instrument No. 03284 of Official Records.
- 12. An easement affecting that portion of said land for electrical facilities and incidental purposes thereto as granted in the Right of Entry, in favor of NV Energy, recorded December 8, 2017 in Book No. 20171208 as Instrument No. 00619 of Official Records, and re-recorded February 13, 2018 in Book No. 20180213 as Instrument No. 001288 of Official Records.
- 13. The terms and provisions contained in the document entitled Off-Site Improvements Agreement by and between the County of Clark and Mortenson McCarthy, Las Vegas Stadium, a Joint Venture, recorded January 3, 2018 in Book No. 20180103 as Instrument No. 00296 of Official Records.
- 14. The terms and provisions contained in the document entitled Off-Site Improvements Agreement by and between the County of Clark and Mortenson McCarthy, Las Vegas Stadium, a Joint Venture, recorded January 3, 2018 in Book No. 20180103 as Instrument No. 00298 of Official Records.
- 15. The terms and provisions contained in the document entitled Development Agreement Between The County of Clark and LV Stadium Events Company, LLC, a Nevada limited liability company for The LV Stadium Project recorded January 8, 2018 in Book No. 20180108 as Instrument No. 01585 of Official Records.
- 16. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement, in favor of Las Vegas Valley Water District, recorded February 13, 2018 in Book 20180213 as Instrument No. 02362 of Official Records.
- 17. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement, in favor of Las Vegas Valley Water District, recorded February 13, 2018 in Book 20180213 as Instrument No. 02364 of Official Records.
- 18. The terms and provisions contained in the following unrecorded billboard lease agreements: (a) Rental Agreement, dated September 21, 1994, by and between LV Stadium Events Company, LLC (as successor by assignment to Weststate Land), and Outdoor Media 16638703.3

Group, as amended by Addendum No. 1, dated October 6, 1994, Addendum No. 3, dated June 13, 1995, and Addendum I-15 Tropicana W/L .88 Mi S. Tropicana, dated May 30, 2007; (b) Rental Agreement, dated May 12, 1992, by and between LV Stadium Events Company, LLC (as successor by assignment to Weststate Land), and Outdoor Media Group, as amended by Addendum No. 1, dated May 12, 1992, and Addendum I-15 Tropicana W/L -.73 Mi S. Tropicana, dated February 1, 2007; and (c) Rental Agreement, dated May 12, 1992, by and between LV Stadium Events Company, LLC (as successor by assignment to Weststate Land), and Outdoor Media Group, as amended by Addendum I-15 Tropicana W/L .73 Mi S. Tropicana, dated February 1, 2007.

- 19. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Decommissioning Plan", by and between the County of Clark, Nevada and LV Stadium Events Company, LLC, a Nevada limited liability company recorded March 19, 2018 in Book No. 20180319 as Instrument No. 0003015 of Official Records.
- 20. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Clark County Comprehensive Planning Performance Agreement", by and between the County of Clark, Nevada and LV Stadium Events Company, LLC, a Nevada limited liability company recorded March 19, 2018 in Book No. 20180319 as Instrument No. 0003016 of Official Records.
- 21. Dedication(s) and easement(s) and rights incidental thereto as indicated or delineated on the Final Map, recorded in Book 155 of Plats, Page No. 81, of Official Records
- 22. Easements reserved for utility purposes in favor of Las Vegas Valley Water District and Nevada Power Company d/b/a NV Energy pursuant to that certain Order of Vacation recorded March 28, 2018 in Book 20180328 as Instrument No. 0002218 of Official Records.
- 23. The terms, covenants, conditions and provisions contained in the document entitled "Declaration of Reciprocal Easement Agreement", by LV Stadium Events Company, LLC, a Nevada limited liability company, recorded March 27, 2018 in Book 20180327 as Instrument No. 0002921 of Official Records.
- 24. An easement affecting that portion of said land for sewage lines and appurtenant structures thereto as granted in the Grant of Easement granted to Clark County Water Reclamation, recorded March 29, 2018 in Book 20180329 as Instrument No. 0001501 of Official Records.
- 25. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002622 of Official Records.
- 26. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002623 of Official Records.

16638703.3

- 27. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002624 of Official Records.
- 28. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002625 of Official Records.
- 29. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002626 of Official Records.
- 30. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002627 of Official Records.
- 31. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002628 of Official Records.
- 32. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002629 of Official Records.
- 33. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002630 of Official Records.
- 34. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002631 of Official Records.
- 35. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002632 of Official Records.

STATE OF NEVADA DECLARATION OF VALUE

1.	Assessor Parcel Num	ber(s)				
a.	162-29-302-001					
b.	162-29-302-003					
c.	162-29-302-004					
d.	162-29-401-017					
2.	Type of Property:					
a.	✓ Vacant Land	b. Single Fam. Res.	1		DERS OPTIONAL	1
c.	Condo/Twnhse	d. 2-4 Plex			Page:	
e.	Apt. Bldg	f. Comm'l/Ind'l		Date of Record	ding:	
g.		h. Mobile Home		Notes:		
3	Other					
3.a.	Total Value/Sales Pri	ce of Property		\$ N/A		
b.		closure Only (value of prop	perty)	(\$		
c.	Transfer Tax Value:	•		\$ N/A		
d.	Real Property Transfe	er Tax Due		\$ N/A		
and N and c Furth additi	IRS 375.110, that the in an be supported by doc ermore, the parties agn ional tax due, may resu	nd acknowledges, under penformation provided is concumentation if called upon ee that disallowance of any lit in a penalty of 10% of thand Seller shall be jointly a	rect to to to subs claime ne tax d	the best of the tantiate the infed ed exemption, tue plus interes	ir information an formation provid or other determin at at 1% per mont	d belief, ed herein. nation of th. Pursuant
Signa	ture See attached signa	ature page	Capacit	ty:		
Signa	ture See attached signa	ature page	Capacit	y:		
SELI	LER (GRANTOR) IN (REQUII		BUYE		E) <u>INFORMAT</u> EQUIRED)	ION
Print	Name: LV Stadium Ev	ents Company, LLC	Print N	ame: Clark Co	ounty Stadium Au	uthority
	ess: 6623 Las Vegas Bl		Addres	s: 6385 S. Rair	nbow Blvd., Suit	e 105
	Las Vegas		City: L	as Vegas		
State:	NV Zip:	: 89119	State: N	<u>1</u> V	Zip: 89118	
Print	Name: Fidelity Not los Veyas	inset ald #100	Escrow State:	# 420 4 NV	0533 Zip: 9911	
	AS A PUBLIC I	RECORD THIS FORM M.	AY BE	RECORDED	/MICROFILME	D

SIGNATURE PAGE TO DECLARATION OF VALUE

GRANTOR:	
LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company	
By:	Signed in Counterparts
GRANTEE:	*
CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada	
Ву:	
Name:	
Title:	

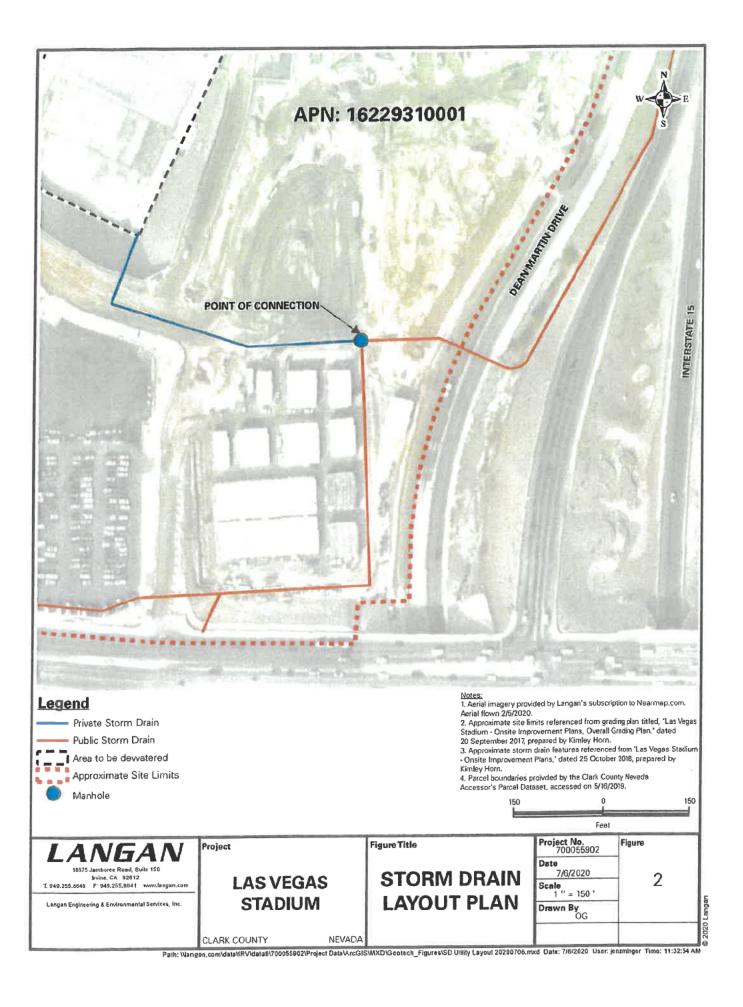
16498850.3

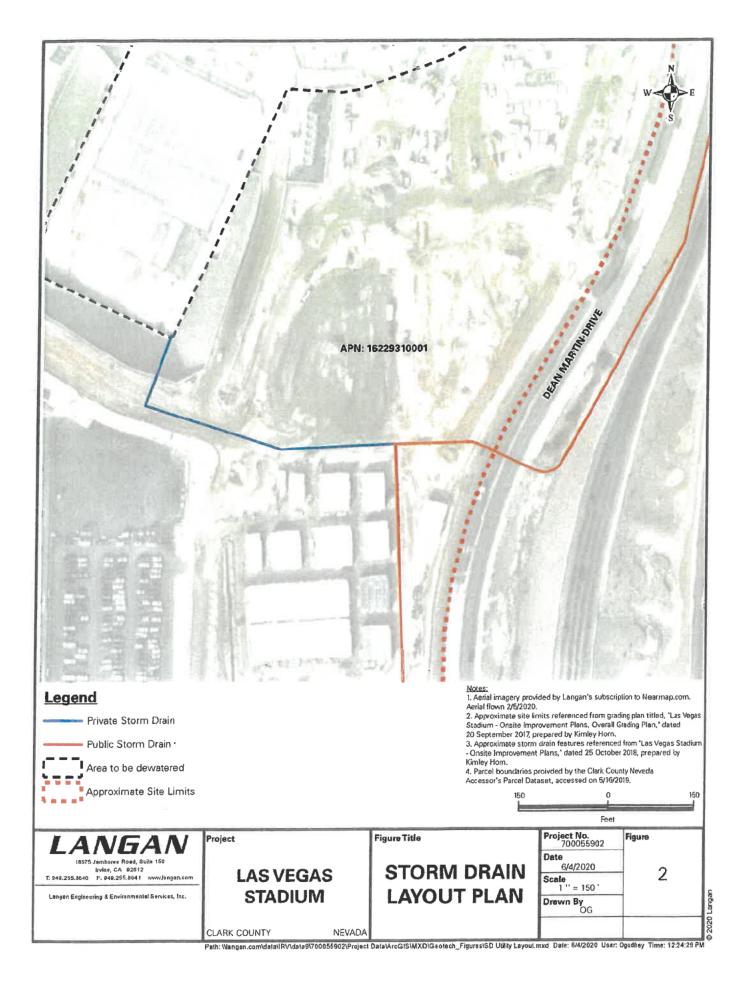
SIGNATURE PAGE TO DECLARATION OF VALUE

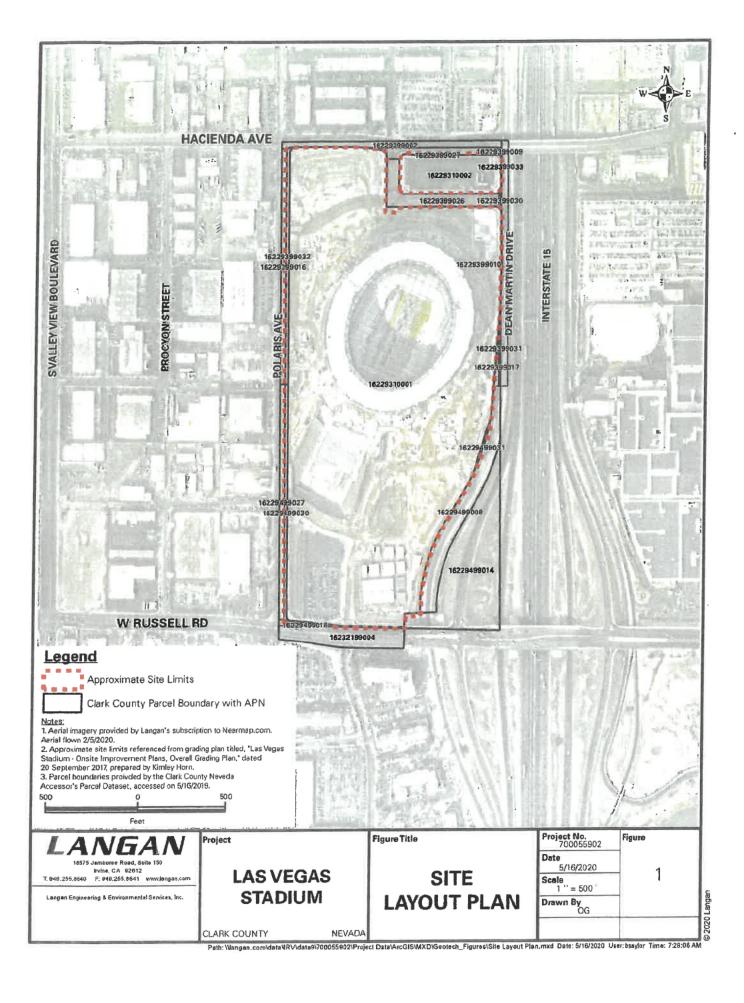
GRANTOR:	
LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company	
By:	
Marc Badain	
President	
	Signed in Counterparts
GRANTEE:	
CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada	
By: Otto Ostill	

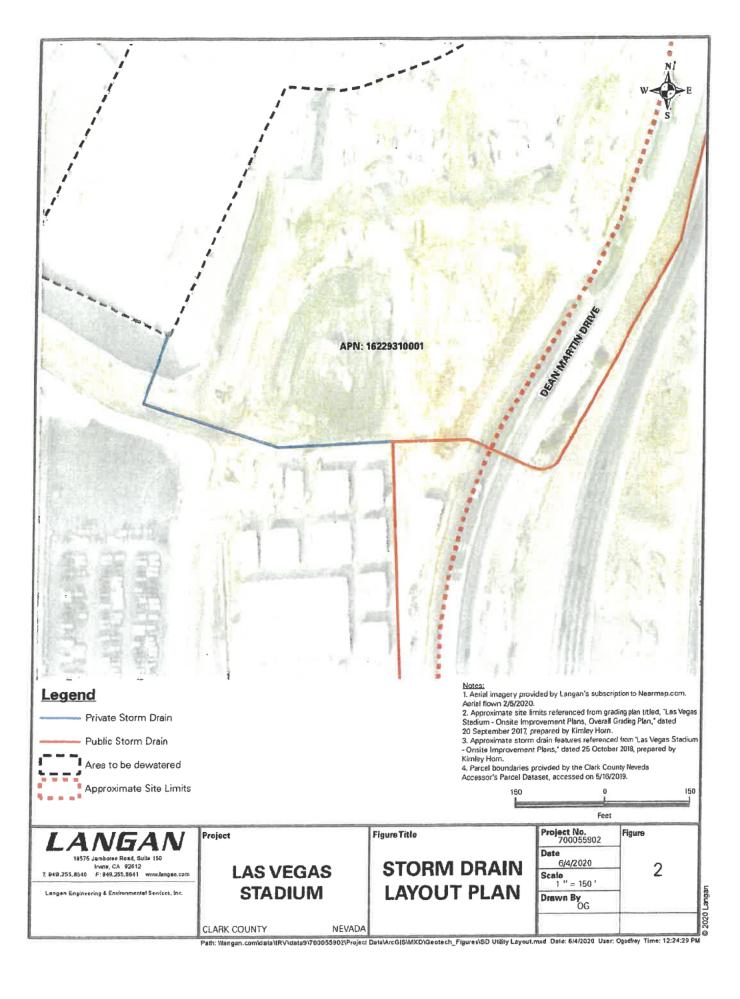
Chairman

EXHIBIT B









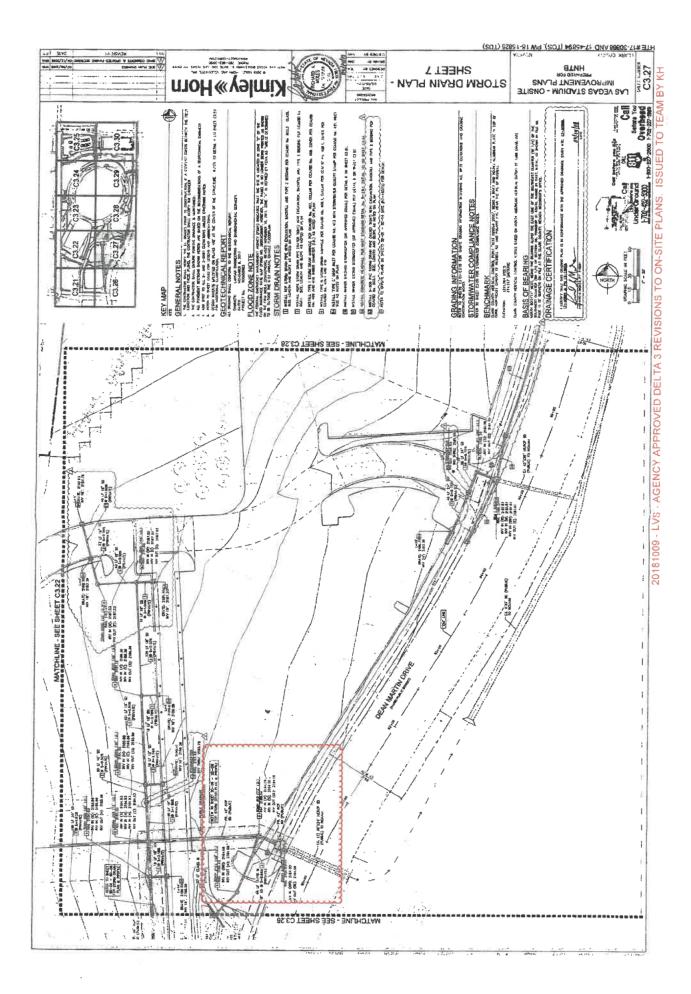


EXHIBIT C

LV STADIUM EVENTS COMPANY LLC 1475 Raiders Way

Henderson, NV 89052 (702) 520-2020

Check Number 003412

\$0.00

Vendor ID CLAR02

Vendor

CLARK COUNTY

08/16/2023

Account Number

Net Check Amt

Invoice Number 081523-2

Invoice Date

Reference

Outstanding Amt

Discount Taken

08/15/2023

\$5,000.00

\$5,000.00

TOTALS:

\$5,000.00

\$0.00

\$5,000.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

LV STADIUM EVENTS COMPANY LLC

1475 Raiders Way Henderson, NV 89052 Bank of America

701 B STREET, SUITE 1600 SAN DIEGO, CA 92101

11-35/1210

Aug 16, 2023 003412 DATE CHECK NO.

Pay Five Thousand Dollars and 00 Cents

\$5,000.00

to the Order of:

CLARK COUNTY 500 S. GRAND CENTRAL PKWY LAS VEGAS, NV 89144

NOT VALID AFTER 6 MONTHS FROM DATE OF ISSUE.

CMILLONIG

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED DEPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tl	his certificate does not confer rights t	o the ce	ertificate holder in lieu of s			•						
	DOUCER			CONTACT NAME: PHONE (A/C, No, Ext): (806) 376-4761 FAX (A/C, No, Ext): (806) 376-5136								
180	rly Consulting Group, LLC 0 S. Washington, Suite 400			(A/C, N	o, Ext): (OUD) .	3/6-4/61	(A/C, N	o): (OUO) 3/0-3130			
Am	arillo, TX 79102			ADDRE	SS:							
							RDING COVERAGE		NAIC#			
		INSUR	ER A : Great D	ivide Insu	rance Company		25224					
INSU	JRED			INSURI	ERB:							
	LV Stadium Events Compan	y, LLC		INSURI	ER C:							
	1475 Raiders Way			INSUR	ERD:							
	Henderson, NV 89052			INSUR	ERE:							
				INSUR	ER F:			_				
co			TE NUMBER:				REVISION NUMBER					
11	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R SERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTA	MENT, TERM OR CONDITI	ON OF A	ANY CONTRA Y THE POLIC	CT OR OTHER	R DOCUMENT WITH RES BED HEREIN IS SUBJEC	PECII	O WHICH THIS			
INSR		ADDL SU			POLICY EFF (MM/DD/YYYY)	POLICY EXP		MITS				
A	X COMMERCIAL GENERAL LIABILITY	INSU W	VD TOLOT HOME		(11111)	ARIBICASS/ 1.1111.	EACH OCCURRENCE	s	1,000,000			
	CLAIMS-MADE X OCCUR		CLA 7503111-15		8/1/2023	8/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000			
							MED EXP (Any one person)	\$	1,000,000			
							PERSONAL & ADV INJURY	\$	5,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000			
	X POLICY PRO-						PRODUCTS - COMP/OP AG		2,000,000			
	OTHER:						COMBINED SINGLE LIMIT	\$				
	AUTOMOBILE LIABILITY						(Ea accident)	\$				
	ANY AUTO						BODILY INJURY (Per persor					
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accide	nt) \$				
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$				
								\$	5,000,000			
Α	X UMBRELLA LIAB X OCCUR		OLIA 7502420 45		8/1/2023	8/1/2024	EACH OCCURRENCE	\$	5,000,000			
	EXCESS LIAB CLAIMS-MADE	A	CUA 7503120-15	1986	0/1/2023	0/1/2024	AGGREGATE	\$	3,000,000			
	DED RETENTIONS ↔						PER OTH	. \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N											
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	\$				
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOY					
_	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIM	T \$				
RE: Clar Gen	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC License and Maintenance Agreement - ick County, and the Clark County Region eral Liability where required by written D-day notice of cancellation to Clark Cou	al Flood contrac	drain and flood control sys I Control District, their offic t.	tem ers, emp	oloyees, volu			ureds a	is respects			
					0511 471011							
CE	Clark County c/o Public Works Departmer 500 South Grand Central Pa			SHO	EXPIRATIO CORDANCE W	THE ABOVE D N DATE TH ITH THE POLI	DESCRIBED POLICIES BE HEREOF, NOTICE WIL CY PROVISIONS.	CANCE BE	ELLED BEFORE DELIVERED IN			
	Suite 2066 Las Vegas, NV 89155-4000			AUTHORIZED REPRESENTATIVE Tol Juanson								

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ton	o (Diseas palaet	anal								
Business Entity Typ	e (Please select		h.	_			Non-Profit	- II.		
Sole Proprietorship	Partnership	Limited Liability Company	^{ty} [Corporation	Trus	st	Organization		Other	
Business Designation	on Group (Pleas	e select all that ap	ply)			- 1				
□ МВЕ	□WBE	SBE		☐ PBE			VET	DVE	ET	ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Busine Enterprise	ess	Physically Ch Business Ente			Veteran Owned Business		led Veteran d Business	Emerging Small Business
Number of Clar	rk County No	evada Reside	nts E	mployed:			Appr	ox. 240	0	
Corporate/Business	Entity Name:	LV Stadium Ev	ents	Jompany, LL	C .					
(Include d.b.a., if ap	plicable)									
Street Address:		701 S Carson S	St. Ste	200		Wel	bsite:			
City, State and Zip C	Code:	Carson City	y, N\	/ 89701		PO(c Name: Justin Ca	arley,	jcarley@	raiders.com
Telephone No:		(702) 520-2020				Fax	(No:			
Nevada Local Street		3333 A	I D	avis W	/ay	Wel	bsite:			
City, State and Zip		Las Vegas, NV	8911	8		Loc	cal Fax No:			
						Loc	cal POC Name:			
Local Telephone No:										
All entities, with the e financial interest in the	exception of public business entity ap	pearing before the B	Board. nall list	all Corporate	Officers	and	of individuals holding mo	sclosing	the names of	
All entities, with the e financial interest in the Publicly-traded entiti ownership or financial in	exception of publicl business entity ap les and non-prof interest. The disclo	pearing before the B it organizations shaure requirement, as	loard. nail list s applie	t all Corporate of to land-use app	Officers plications,	ames and , exte	of individuals holding mo	sclosing the lando	the names of owner(s).	individuals with
All entities, with the e financial interest in the Publicly-traded entiti ownership or financial in Entities include all bus close corporations, force	exception of publicl business entity ap les and non-prof interest. The disclo	pearing before the B it organizations shaure requirement, as	loard. nail list s applie	t all Corporate of to land-use app	Officers plications,	ames and , exte	of individuals holding mo	sclosing the lando g but not rations.	the names of owner(s). t limited to priva % Owner required for Put	individuals with ate corporations,
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DISCLOSURE OF RELATIONSHIP

List any disclosures below: (Mark N/A, if not applicable.)

Signature

Print Name Authorized Department Representative

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A
* County employee means Water Reclamation District.	Clark County, Department of	Aviation, Clark County Dete	ntion Center or Clark County
"Consanguinity" is a relations	ship by blood. "Affinity" is a re	lationship by marriage.	
"To the second degree of of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as
Spouse – Registered	d Domestic Partners – Childre	n – Parents – In-laws (first de	greė)
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	andchildren – Grandparents –	In-laws (second degree)
For County Use Only:			
If any Disclosure of Relationship is r	noted above, please complete the foll	owing:	
Yes No Is the County emp	ployee(s) noted above involved in the	contracting/selection process for this	particular agenda item?
Yes No Is the County emp	ployee(s) noted above involved in any	way with the business in performance	ce of the contract?
Notes/Comments:			

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entit	у Тур	e (Please select	one)								
Sole Proprietorship		Partnership	Limited Liability Company	С	Corporation	□ Tru	ıst	Non-Profit Organization		✓ Other Go	overnment Agency
Business Desi	gnati	on Group (Pleas	e select all that apply)							
□мве		□WBE	SBE		□PBE			□ VET		OVET	□ESB
Minority Busines Enterprise	ss	Women-Owned Business Enterprise	Small Business Enterprise		Physically Ch Business Ent		1	Veteran Owned Business		abled Veteran ned Business	Emerging Small Business
Number of	Cla	rk County Ne	evada Residents	E	mployed:				0		
	_		Clark County Stat	tion	m Authority						
Corporate/Bus			Las Vegas Stadiu								
(Include d.b.a.,		рисавіе)	6385 S. Rainbow	_			W	ebsite: www.lvstadiu	mautl	hority.com	
Street Address City, State and		Code:	Las Vegas, N				PC	C Name: Brian Goro	don	edanalysis.com	
Telephone No:			(702) 215-2000					x No: N/A			
Nevada Local		t Address:						ebsite: Same			
(if different from		197	N/A					Janie			
City, State and			N/A				Lo	cal Fax No: N/A			
			Same				Lo	cal POC Name: Sam			
Local Telephor	ie No):	Same				En	nail: Şam	e		
ownership or fina	ncial all bu	interest. The disclo	it organizations shall sure requirement, as ap s organized under or go imited liability companie	plie ven	ed to land-use ap ned by Title 7 of	plications the Neva	s, ext ada F	ends to the applicant an Revised Statutes, includ	d the la ing but poration	ndowner(s). not limited to priva	ate corporations,
N/A			N	/A	\ 8			3		orations/Non-profit	
1. Are any ind	Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?										
sister, gran	sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?										
I certify under per land-use approva	nalty o	of perjury, that all o	of the information provide and sales, leases or excl	ed h	nerein is current, ges without the c	complete completed	e, and d disc	d accurate, i also unders dosure form.	stand th	at the Board will no	ot take action on
Stin	y l	Dull			Steve Hill Print Name						
orgnature						1	7				
Chairman Title	_				Date 7/3	1/2.)				
THE				_	Jaio F						

DISCLOSURE OF RELATIONSHIP

List any disclosures below: (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A
County employee means later Reclamation District.	Clark County, Department of	Aviation, Clark County Dete	ention Center or Clark Count
	ship by blood. "Affinity" is a re	lationship by marriage.	
o the second degree of o	consanguinity" applies to the	candidate's first and second	degree of blood relatives a
Spouse – Registere	d Domestic Partners – Childre	n – Parents – In-laws (first de	gree)

Brothers/Sisters - Half-Brothers/Half-Sisters - Grandchildren - Grandparents - In-laws (second degree)

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

If any Disclosure of Relationship is noted above, please complete the following:

For County Use Only:

Print Name

Authorized Department Representative