

**SECOND AMENDMENT TO TOUCHDOWN STRUCTURES  
ADVERTISING LICENSE AGREEMENT**

This Second Amendment (“Second Amendment”) is entered into on this 17th day of August , 2021 (“Effective Date”) by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada (“County”), and CPLV Property Owner, LLC, Corner Investment Company, LLC d/b/a The Cromwell, and Parball Newco, LLC d/b/a Bally’s Las Vegas (hereinafter collectively referred to as “Owner”). County and Owner are hereinafter referred to as “Party” or “Parties”.

**WITNESSETH**

WHEREAS, on March 1, 2018 the Clark County Board of County Commissioners (“BCC”) passed, adopted and approved an agreement between the County and Owner entitled “Touchdown Structures Advertising License Agreement” (“Agreement”) authorizing advertising on six touchdown structures located at Las Vegas Boulevard and Flamingo Road, said Agreement is attached hereto as Exhibit “A”;

WHEREAS, on February 18, 2020 the BCC passed, adopted and approved an Amendment to the Agreement revising and updating provisions relating to permitted advertising, payment and the term, said Amendment is attached hereto as Exhibit “B”;

WHEREAS, since 2020 the COVID 19 pandemic has caused business to slow resulting in serious economic and financial loss;

WHEREAS, since February 18, 2020 Owner has been paying the County the required fee as set forth in the Amendment, and Owner desires to suspend payment of the fee for one year and the County is willing to accept the suspension subject to the terms and conditions in this Second Amendment.

NOW THEREFORE, subject to the terms and conditions of this Second Amendment and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

**AMENDMENTS TO THE AGREEMENT**

1. The Parties agree that the payment to the COUNTY referred to in Article II, Section I of the Agreement and Amendment are hereby suspended for a period of twelve months from the Effective Date of this Second Amendment. (“The Suspension”).
2. The Parties agree that the payments in accordance with Article II, Section I of the Agreement and Amendment will resume on the first day of the twelfth month from the Effective Date.

3. Article V, Section A of the Agreement is hereby amended to read as follows:

The Initial Term of this Agreement shall be extended to February 18, 2026. The Initial Term may be extended for a period of two (2) additional years (the “Extended Term”). The Extended Term is subject to the approval of the BCC in its sole discretion. If such approval is granted, Owner may, in its sole discretion, terminate this Agreement at any time during the Extended Term by Providing written notice to the County.

Termination of the Agreement shall not release either party from any of its continuing obligations hereunder.

4. Exhibit 1, as referenced in Article II, Section I of the Amendment and attached thereto, is revised to read as follows:

Annual Fee

March 1, 2020 – March 1, 2021	\$190,000
March 1, 2021 – July 31, 2021	\$84,708
August 1, 2022 - March 1, 2023	\$118,592
March 1, 2023 – March 1, 2024	\$217,531
March 1, 2024 – March 1, 2025	\$232,758
March 1, 2025 – March 1, 2026	\$249,051
March 1, 2026 – March 1, 2027	\$266,484
March 1, 2027 – March 1, 2028	\$285,138

5. With the exception of the payments to the County as set forth in Article II, Section 1, paragraph 1, as amended, all terms and conditions of the Agreement, the Amendment and this Second Amendment remain in full force and effect during The Suspension.
6. After February 18, 2022, all terms and conditions of the Agreement, the Amendment and this Second Amendment will be in full force and effect.
7. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first written above.

CLARK COUNTY, NEVADA

\_\_\_\_\_  
Marilyn Kirkpatrick  
Chair, Board of County Commissioners

CPLV PROPERTY OWNER LLC

By:   
\_\_\_\_\_  
Name: John Payne  
Its: President

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

CORNER INVESTMENT COMPANY, LLC  
D/B/A THE CROMWELL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura C. Rehfeldt  
Deputy District Attorney

PARBALL NEWCO, LLC D/B/A BALLY'S  
LAS VEGAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEW YORK            )  
  ) ss.  
COUNTY OF NEW YORK        )

On this 26 day of July, 2021, before me the undersigned, a Notary Public, in and for said County and State, personally appeared John Payne who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State

Notary Public, State of New York  
ELENA OTERO KEIL  
NO. 02KE6359428  
Qualified in New York County  
Commission Expires May 30, 2025

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first written above.

CLARK COUNTY, NEVADA

CPLV PROPERTY OWNER, LLC

\_\_\_\_\_  
Marilyn Kirkpatrick  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

CORNER INVESTMENT COMPANY, LLC  
D/B/A THE CROMWELL

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

By: Bret Yunker  
Name: BRET YUNKER  
Its: CFO

APPROVED AS TO FORM:

PARBALL NEWCO, LLC D/B/A BALLY'S  
LAS VEGAS

Laura C. Rehfeldt  
\_\_\_\_\_  
Laura C. Rehfeldt  
**Deputy District Attorney**

By: Bret Yunker  
Name: BRET YUNKER  
Its: CFO



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>				5,000 to 10,000		
<b>Corporate/Business Entity Name:</b>		Caesars Entertainment Incorporated				
<b>(Include d.b.a., if applicable)</b>		PARBALL NEWCO, LLC; CORNER INVESTMENT COMPANY, LLC				
<b>Street Address:</b>		One Caesars Palace Drive		<b>Website:</b> www.caesars.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89109		<b>POC Name:</b> Mark Weinstein <b>Email:</b> mweinstein@caesars.com		
<b>Telephone No:</b>		702-407-6042		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		N/A		<b>Website:</b> N/A		
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		N/A		<b>Local POC Name:</b> N/A <b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A	N/A	N/A

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, 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)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-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)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 Signature

Mark Weinstein  
 Print Name

Director, Brand Alliances  
 Title

8/6/21  
 Date

## 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 Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For County Use Only:***

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

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:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative