

**FIRST AMENDMENT TO REVOCABLE LICENSE AND MAINTENANCE
AGREEMENT**

This First Amendment is made and entered into this 2nd day of November, 2021 (this "Amendment") by and between the County of Clark, a political subdivision of the State of Nevada ("County"), and LV Stadium Events Co., LLC a Nevada limited liability company and an affiliate of the Raiders football team ("Stadco").

RECITALS

WHEREAS, on March 2, 2021, Stadco and the County executed a Revocable License and Maintenance Agreement ("Agreement") allowing Stadco to temporarily use an estimated 20 acres of the County's 100.85-acre Tropicana Detention Basin site for employee parking in support of events held at Allegiant Stadium.

WHEREAS, the term of the Agreement expires on March 2, 2022, but can be extended for an additional year; and

WHEREAS, Stadco desires to extend the term of the Agreement to five (5) years from its Effective Date, to March 2, 2026.

WHEREAS, the County is willing to extend the terms of the Agreement subject to the terms and conditions of the Agreement and this Amendment;

NOW THEREFORE, in consideration of the premises and subject to mutual covenants defined in the Original Agreement and this Amendment it is agreed as follows.

AGREEMENT

1. Same Meaning

Unless a different meaning clearly appears from the context, words, and phrases as used in this Amendment and all references shall have the same meaning as in the Agreement.

2. Article I, Section 1.2.1 is revised to read as follows:

The initial term of this Agreement will expire 5 years from the Approval Date (the "Termination Date") unless terminated sooner as provided herein.

3. Article I, Section 1.2.3 is hereby deleted.

4. Article I, Section 1.5.1 is revised to read as follows:

The annual license fee for use of the Premises shall be due and owing by StadCo commencing on April 1, 2021. The annual license fee for a maximum of Thirty-Four (34) events will be Eighty-Nine Thousand Four Hundred Two Dollars and Ten Cents (89,402.10), paid in monthly installments of Seven Thousand Four Hundred Fifty Dollars and Seventeen Cents (\$7,450.17) on or before the (1st) of each month. If the number of events exceeds Thirty-Four (34) per year, then

the license fee for those additional events will be Three Thousand Eighty-Two Dollars and Eight-Three Cents (\$3,082.83) per day the Premises is in use.

5. Section 1.5.4 is revised to read as follows:

All license fees set forth in Article I, Section 1.5.1 are all increased by three percent (3%) each year on the anniversary of the Approval Date of the Agreement.

6. Section 1.7.9 is added to the Agreement to read as follows:

Stadium Facilities improvements consisting of pavement for the parking lots, and related appurtenances, shall be completed in accordance with the Agreement within One Hundred Twenty (120) days from the date this Amendment is approved by the Board of County Commissioners. The County will provide written acknowledgment upon completion of this work in accordance with the Agreement. If the parking lots are not paved within One Hundred Twenty (120) days from the date of approval of this Amendment by the Board of County Commissioners, then the Agreement automatically terminates after one year from the Approval Date.

7. The Agreement remains in full force and effect:

It is expressly agreed by the Parties that all terms, conditions, and provisions of the Agreement, and as amended in this Amendment, are and shall remain in full force and effect.

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

COUNTY:

CLARK COUNTY, a political subdivision
of the State of Nevada

ATTEST

Marilyn K. Kirkpatrick,
Chair, Board of County Commissioner

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

[STADCO'S SIGNATURE ON FOLLOWING PAGE]

STADCO:



LV Stadium Events Company, LLC
Dan Ventrelle, Chief Executive Officer

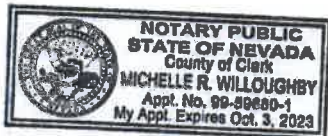
STATE OF Nevada)
)ss.
COUNTY OF Clark)

On this 26th day of October, 2021, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Dan Ventrelle, who acknowledged to me that they executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.


NOTARY PUBLIC
in and for said County and State

My Commission expires: 10/03/23
{SEAL}



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="radio"/> Sole Proprietorship	<input type="radio"/> Partnership	<input checked="" type="radio"/> Limited Liability Company	<input type="radio"/> Corporation	<input type="radio"/> Trust	<input type="radio"/> Non-Profit Organization	<input type="radio"/> Other
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: > 200						
Corporate/Business Entity Name: LV Stadium Events Company, LLC						
(Include d.b.a., if applicable)						
Street Address: 6623 Las Vegas Blvd. South, Suite 380			Website:			
City, State and Zip Code: Las Vegas, NV 89119			POC Name:			
Telephone No: 702-840-5900			Email:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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	LV Stadium Events Company LLC is owned 100% by RAIDERS Holdings, LLC a Nevada Limited Liability Company

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 approval, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: 
 Chief Operating Officer
 Title

Don Webb
 Print Name
 October 26, 2021
 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

* 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