

APNs: 162-29-302-001, 162-29-302-003,
162-29-302-004 and 162-29-401-017

Recording Requested By
and When Recorded Return To:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, Massachusetts 02110
Attn.: Jonathan K. Bernstein

MEMORANDUM OF STADIUM LEASE AGREEMENT

THIS MEMORANDUM OF STADIUM LEASE AGREEMENT is entered into as of _____, 2018 by and between CLARK COUNTY STADIUM AUTHORITY, a corporate and political body and political subdivision of Clark County, Nevada (together with permitted successors and assigns, the "Authority"), and LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company (together with permitted successors and assigns, "StadCo").

A. The Authority is the owner of that certain property located at 5617 Dean Martin Drive, Las Vegas, Nevada, as more particularly described in Exhibit A attached hereto, upon which a premier, first-class stadium and related stadium infrastructure for professional football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities are to be built (collectively, the "Premises"). The Authority and StadCo have entered into a lease agreement of the Premises as set forth below.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The Authority hereby leases the Premises to StadCo and StadCo hereby leases the Premises from the Authority, upon the terms and conditions of that certain unrecorded Stadium Lease Agreement dated of even date herewith (the "Lease"), the terms and conditions of which are incorporated herein by this reference.

2. **Term.** The term of the Lease commences on the Substantial Completion Date (as defined in the Lease) (the "Term Commencement Date"), and expires on the earlier of (i) the date that is thirty (30) years after the Term Commencement Date; provided that if such date occurs within an NFL regular season or post-season or within thirty (30) days following an NFL regular season or post-season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL regular season or post-season, as applicable, or (ii) the date on which the Lease is terminated pursuant to the express rights and terms of the Lease. Within thirty (30) days of the termination of the Lease, the Authority and StadCo shall execute, deliver and cause to be recorded in the Office of the Clark County Recorder a customary termination of this Memorandum of Stadium Lease Agreement in recordable form and otherwise in form and substance mutually agreed upon by the Authority and StadCo.

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3. **Renewal Options.** StadCo does not have any renewal options.

4. **Controlling Document.** This Memorandum of Stadium Lease Agreement is solely for the purpose of giving constructive notice of the Lease. This Memorandum of Stadium Lease Agreement is subject to all the terms and conditions of the Lease. Should there be any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

5. **Counterparts.** This Memorandum of Stadium Lease Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Memorandum of Stadium Lease Agreement as of the date first above written.

THE AUTHORITY:

CLARK COUNTY STADIUM AUTHORITY,
a corporate and politic body and political subdivision of
Clark County, Nevada

By: _____
Name: _____
Title: _____

STADCO:

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

By: _____
Name: _____
Title: _____

[Acknowledgements Follow]

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018, by
_____ as _____ of CLARK COUNTY STADIUM AUTHORITY.

(Signature of Notarial Officer)

(Seal, if any)

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018, by _____
_____ as _____ of LV STADIUM EVENTS COMPANY, LLC.

(Signature of Notarial Officer)

(Seal, if any)

EXHIBIT A

Legal Description

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

PARCEL 1: (APN: 162-29-302-003 AND 162-29-302-004)

THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE EAST 50 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD AND INCIDENTAL PURPOSES BY DEED RECORDED JUNE 27, 1956 IN BOOK 99 AS DOCUMENT NO. 81928 AND BY DEED RECORDED SEPTEMBER 27, 1988 IN BOOK 880927 AS DOCUMENT NO. 00471 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THE NORTH FORTY FEET (40.00') OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., NEVADA;

TOGETHER WITH THAT CERTAIN RADIUS IN THE NORTHEAST CORNER THEREOF; ALSO, BEING THE SOUTHWEST CORNER OF THE INTERSECTION OF HACIENDA AVENUE AND INDUSTRIAL ROAD AND BOUNDED AS FOLLOWS:

ON THE EAST BY THE WEST LINE OF THE EAST FIFTY FEET (50.00') THEREOF; ON THE NORTH BY THE SOUTH LINE OF THE NORTH FORTY FEET (40.00') THEREOF; AND ON THE SOUTHWEST BY THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF TWENTY-FIVE FEET (25.00') AND BEING TANGENT TO THE WEST LINE OF THE EAST FIFTY FEET (50.00') AND TANGENT TO THE SOUTH LINE OF THE NORTH FORTY FEET (40.00'), AS CONVEYED TO CLARK COUNTY BY DOCUMENT NO. 475707 IN BOOK 516 AND BY DOCUMENT RECORDED SEPTEMBER 27, 1988 AS DOCUMENT NO. 00471 IN BOOK 880927 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE WEST THIRTY FEET (30.00') AS CONVEYED TO CLARK COUNTY FOR ROAD AND INCIDENTAL PURPOSES BY DEED RECORDED SEPTEMBER 27, 1988 IN BOOK 880927 OF OFFICIAL RECORDS AS DOCUMENT NO. 00471 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO CLARK COUNTY BY DEEDS RECORDED MAY 19, 1992 IN BOOK 920519 AS DOCUMENT NO. 00169 AND MAY 31, 1996 IN BOOK 960531 AS DOCUMENT NO. 01388 AND OCTOBER 21, 1996 IN BOOK 961021 AS DOCUMENT NO. 00291, ALL OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED JUNE 3, 1998 IN BOOK 980603 AS DOCUMENT NO. 01570 AND RE-RECORDED

MARCH 10, 2004 IN BOOK 20040310 AS DOCUMENT NO. 01416, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, THAT WOULD PASS THROUGH BY OPERATION OF LAW.

PARCEL 2: (APN: 162-29-401-017)

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE EAST 40 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD AND INCIDENTAL PURPOSES BY DEED RECORDED JUNE 27, 1956 IN BOOK 99 AS DOCUMENT NO. 81928, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND AS CONVEYED TO CLARK COUNTY FOR INTERSTATE ROUTE 15 BY DEED RECORDED MAY 19, 1992 IN BOOK 920519 AS DOCUMENT NO. 00168 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND AS CONVEYED TO CLARK COUNTY FOR INTERSTATE ROUTE 15 BY DEED RECORDED MAY 19, 1992 IN BOOK 920519 AS DOCUMENT NO. 00169 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND AS CONVEYED TO CLARK COUNTY FOR ROAD PURPOSES BY DEED RECORDED JUNE 4, 1996 IN BOOK 960604 AS DOCUMENT NO. 00911 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED JUNE 3, 1998 IN BOOK 980603 AS DOCUMENT NO. 01570 AND RE-RECORDED MARCH 10, 2004 IN BOOK 20040310 AS DOCUMENT NO. 01416, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, THAT WOULD PASS THROUGH BY OPERATION OF LAW.

PARCEL 3: (APN: 162-29-302-001)

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.

ALSO KNOWN AS LOT ONE (1) OF THAT CERTAIN CERTIFICATE OF LAND DIVISION MAP, RECORDED SEPTEMBER 27, 1988, IN BOOK 880927 AS DOCUMENT NO. 00470, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTHERLY 40.00 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD PURPOSES BY DEED RECORDED MAY 8, 1975 IN BOOK 516 AS DOCUMENT NO. 475707 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND AS CONVEYED TO CLARK COUNTY BY DEED RECORDED SEPTEMBER 27, 1988 IN BOOK 880927 AS DOCUMENT NO. 00471 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

NOTE: THE ABOVE LEGAL DESCRIPTION WAS PREVIOUSLY SHOWN ON GRANT, BARGAIN, SALE DEED RECORDED MAY 1, 2017 IN BOOK 20170501 AS INSTRUMENT NO. 01262, OFFICIAL RECORDS.