

## **ADDENDUM TO REVOCABLE LICENSE AND MAINTENANCE AGREEMENT**

This ADDENDUM TO REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (this “Addendum”) is made and entered into as of [\_\_\_\_\_, 2020 (the “Effective Date”), by and between CLARK COUNTY STADIUM AUTHORITY, a local government entity of the State of Nevada (“Licensee”), COUNTY OF CLARK, a political subdivision of the State of Nevada (“County”) and LV STADIUM EVENTS COMPANY, a Nevada limited liability company (“StadCo”), with reference to the following facts.

### **RECITALS**

A. WHEREAS, the Licensee and County have entered into that certain Revocable License and Maintenance Agreement made and entered into as of [\_\_\_\_\_, 2020 (the “Initial License”), with respect to the construction and maintenance of certain non-standard improvements consisting of fiber conduits and irrigation crossing, as more particularly set forth in the License.

B. WHEREAS, Licensee and StadCo have entered into that certain Stadium Lease Agreement dated as of March 28, 2018 (the “Stadium Lease”) whereby StadCo leases from Licensee the Premises (as defined in the Stadium Lease), a portion of which is subject to the Initial License.

C. WHEREAS, the County and Licensee desire to make certain modifications to the License with respect to StadCo’s obligations under the Stadium Lease. The Initial License, as amended hereby, is referred to herein as the “License.” All capitalized terms not defined herein shall have the respective meanings assigned thereto in the Initial License.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Delegation of Responsibilities. The parties hereto acknowledge and agree, as of the Effective Date, that Licensee delegates all of its responsibilities and obligations under the Initial License to StadCo for the duration of the Term (as defined in the Stadium Lease) of the Stadium Lease.

2. County Consent & Acknowledgement. The County hereby consents to and acknowledges the delegation of Licensee’s responsibilities and obligations under the Initial License to StadCo as set forth in paragraph 1.

3. StadCo Acknowledgement. StadCo hereby accepts such delegation as set forth in paragraph 1 and agrees to be responsible for all of Licensee’s obligations under the Initial License. StadCo agrees to be bound by the terms and conditions of the Initial License for the duration of the Term (as defined in the Stadium Lease) of the Stadium Lease.

4. No Other Changes. Except as modified hereby in paragraphs 1, 2 and 3, the terms of the Initial License shall continue in full force and effect.

5. Miscellaneous. Subject to the terms hereof, this Addendum shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. This Addendum shall be governed by and construed in accordance with the laws of the State of Nevada. Licensee shall not have the right to assign its rights under this Addendum without County's prior written consent. This Addendum may be amended or otherwise modified only by a written instrument duly executed by the parties hereto. If any term, provision, covenant or condition of this Addendum shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, whether a material term or otherwise, the remaining provisions of this Addendum shall remain in full force and effect and shall not be affected, impaired or invalidated. This Addendum may be executed in counterparts which taken together shall constitute one and the same instrument. An electronic signature shall be deemed an original signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Revocable License and Maintenance Agreement as of the date first written above.

**LICENSEE:**

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

By: \_\_\_\_\_  
Name:  
Title:

**COUNTY:**

CLARK COUNTY, a political subdivision of  
the State of Nevada

By: \_\_\_\_\_  
Print Name:  
Title:

**STADCO:**

LV STADIUM EVENTS COMPANY, a  
Nevada limited liability company

By: \_\_\_\_\_  
Print Name:  
Title: