

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this “**CBA**”) is made as of __, 2024 (the “**Effective Date**”), by and among CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada (the “**Authority**”), (Insert), a Nevada limited liability company (“**StadCo**”), and (Insert), a limited liability company (“**TeamCo**”). The Authority, StadCo, and TeamCo are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. TeamCo, an affiliate of StadCo, owns the Major League Baseball (“**MLB**”) professional baseball team known as the Oakland Athletics (the “**Team**”).

B. In 2023, the Nevada Legislature adopted the Southern Nevada Tourism Innovation Act (“**Act**”) to establish a method to finance an MLB stadium project (“**Project**”) in Clark County, Nevada (the “**County**”). In adopting the Act, the Nevada Legislature found that the Project would confer a broad range of civic, community, athletic, educational, cultural, and commercial benefits and that the Project would serve a public purpose.

C. Upon the satisfaction of certain conditions, Section 22 of the Act requires the Authority to negotiate and enter into a development agreement, lease agreement and non-relocation agreement with respect to the Project. Further, Section 23 of the Act requires StadCo to develop a community benefits agreement that contains provisions requiring workforce diversity, payments of living wage, community engagement, community suite use, community education and mentorship, and community giving. It also requires the creation of a baseball stadium community oversight committee (the “**BSCOC**”) to oversee the implementation and administration of the community benefits agreement and to review for compliance reports detailing all efforts to satisfy the community benefits agreement. The BSCOC is a public body for the purposes of Chapter 241 of the Nevada Revised Statutes.

D. Section 26 of the Act requires that any contract or agreement entered into by a prime contractor for the construction of the Project must include provisions requiring that at least fifteen percent (15%) of the MLB stadium project must be subcontracted to small local businesses.

E. In addition to the community, workforce and other benefits required by the Act, TeamCo and StadCo have agreed to provide additional community, workforce and benefits as set forth herein.

F. The Authority, StadCo, and TeamCo desire to enter into this CBA pursuant to Sections 23 and 26 of the Act to ensure the greatest possible participation by all segments of the local community in the economic opportunities available in connection with the design, construction, and operation of the Project and to memorialize TeamCo’s and StadCo’s commitments to the communities throughout Nevada.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this CBA, and the mutual promises, undertakings, and covenants hereinafter set forth, and intending to be legally bound hereby, the Authority, StadCo and TeamCo covenant and agree as follows:

I. COMMUNITY BENEFITS

1.1 Construction-Related Workforce Benefits.

1.1.1 Workforce Diversity in Construction Employment. StadCo's contract with its prime contractor for the construction of the Project shall require a workforce participation target for women, minorities, veterans, and disabled workers (collectively, "**Target Workers**") of not less than a combined total of fifty-one percent (51%) of construction work hours for the construction of the Project. As used herein, "minorities" mean and include African Americans (not Hispanic origin), Hispanics, Asians and Pacific Islanders, Native Americans and Alaskan Natives.

1.1.2 Living Wage Requirement. StadCo's contract with its prime contractor for the construction of the Project shall require its prime contractor and the prime contractor's subcontractors to pay a Living Wage (as defined below) to employees of the Project or to comply with the compensation provisions set forth in any applicable collective bargaining agreement or project labor agreement governing the employment relationship between the prime contractor, the prime contractor's subcontractors, and their respective employees. For purposes of this CBA, "**Living Wage**" means a wage comparable to the wage set forth in any applicable collective bargaining agreement for the provision of similar services for the Project.

1.1.3 Small Local Business ("SLB") and Diverse Vendor ("DV") Participation.

A. Definitions. As used herein, SLB shall mean a business that is deemed to be a small local business for purposes of Section 26(2) of the Act, and DV shall mean a subcontractor or vendor that is directly or indirectly owned fifty-one percent (51%) or more, and controlled, by minorities, women, veterans, and/or disabled persons.

B. Work to be Performed by SLBs. StadCo's contract with its prime contractor for the construction of the Project shall require (i) that fifteen percent (15%) of the aggregate value of the construction work performed on the Project be subcontracted to SLBs, and (ii) that failure to comply with such requirement

shall be deemed a material breach of such construction contract (subject to the provisions of Section 1.3 below).

C. Initiatives to Maximize Participation by SLBs and DVs. StadCo shall implement initiatives for maximizing participation in the construction of the Project by SLBs and DVs that may include:

- (i) Structuring bid packages to encourage participation by DV firms, including defining, segmenting or sizing bid packages at levels to increase the likelihood DVs can successfully undertake such projects; allowing for contract partnering and encouraging larger bidders to include DVs as co-bidders or project subcontractors; and streamlining the bid submittal process to reduce the time and cost of submittal for DVs.
- (ii) Collaborating with local small, women, and minority business organizations, including Latin Chamber of Commerce, National Association of Minority Contractors, Women Business Enterprise Council, Nevada Contractor's Association, Western Region Minority Supplier Development Council, Asian Chamber of Commerce, Urban Chamber, and the Gay and Lesbian Chamber of Commerce Nevada (collectively, the "**Local Chambers**"), to identify firms for participation on the Project. This shall include providing bid packages and other stadium-related contracting opportunities to the Local Chambers, so they may circulate the same to their respective members.
- (iii) Engaging and providing opportunities to DVs consistent with the availability of DV firms in the marketplace.
- (iv) Facilitating partnerships between DVs and other vendors, including encouraging vendors to partner with DVs, encouraging larger vendors to subcontract work to DVs, and encouraging business mentorship programs that might provide professional development opportunities for DVs.
- (v) Making commercially reasonable efforts to develop an accelerated payment process for SLBs to ease the cash flow difficulties such firms may experience.
- (vi) Collaborating with its prime contractor for the Project to develop a program that encourages long-term relationships with SLBs and DVs; that provides meaningful feedback to contractors, subcontractors, and vendors relative to performance-related issues and encourages continued development of skills and abilities; and that puts systems into place to ensure larger contractors and vendors

are aware of SLBs and DVs that have successfully undertaken stadium related work.

- D. Certification. To ensure that the SLB program benefits only small local businesses as identified in the Act, StadCo will require its prime contractor to verify that firms demonstrate whether they meet the requirements for a SLB outlined in Section 26(2) of the Act. To ensure that the DV program benefits only businesses directly or indirectly owned and controlled by minorities, women, veterans, and/or disabled persons, StadCo will require its prime contractor to verify that a recognized agency or organization has certified them. DV firms will be considered eligible and meeting the requirements for DV participation credit if they are able to show proof of certification by a recognized third-party verification service (e.g., Western Regional Minority Supplier Development Council, Women's Enterprise Business Council - West or any other similar providers of business certification cited by the Nevada Department of Business and Industry) or certification by the U.S. Small Business Administration's 8a Program, or existing minority purchasing councils, states, cities, municipalities, airport authorities, state departments of transportation or transit authorities.
- E. Prime Contractor Requirements. The agreement between StadCo and its prime contractor for the construction of the Project shall obligate its prime contractor to:
- (i) Allow any SLB to which work is subcontracted to be covered by any bond or insurance of the prime contractor, provided however the prime contractor may require that such subcontractor pay its proportionate share of the cost of such bond or insurance coverage.
 - (ii) Include language in its contracts with any SLB that such SLB shall hire its employees in a manner that does not discriminate against any person on any basis prohibited by law.
 - (iii) Not impose any requirement on any such subcontracted SLB related to the employees selected by the SLB to perform the subcontracted work.
 - (iv) Provide a mentorship program to assist SLBs to develop the skills necessary to carry out the work that is subcontracted.
- F. Success of Participation. StadCo shall require its prime contractor to make available to the Authority on a periodic basis the level of participation of SLBs and DVs in the Project. The periodic basis of such reporting shall not be less than the frequency set forth in Section 2.6.

1.2 Event Operations-Related Workforce Benefits.

1.2.1 Workforce Diversity in Event Operations Employment. From and after the construction of the Project, no less than sixty percent (60%) of TeamCo's (or its affiliates, vendors, or subcontractors) event operations aggregate annual work hours shall be performed by Target Workers, and provided that such staffing is consistent with any applicable collective bargaining, project labor or union peace and cooperation agreement.

1.2.2 Living Wage Requirement. From and after the construction of the Project, TeamCo shall pay full-time event operations employees a Living Wage and provide benefits, including healthcare and paid family and medical leave. TeamCo's contracts with any event operations vendors shall require such vendors to pay their employees a Living Wage or to comply with the compensation provisions set forth in any applicable collective bargaining agreement governing the employment relationship between such vendors and their employees.

1.2.3 Employee Relief Fund. Employees of TeamCo shall be eligible to apply for and receive grants from an employee relief fund to cover expenses including but not limited to mortgage or rent for a primary residence, essential utilities (gas, water, electricity), food supplies, childcare, and significant medical expenses in times of hardship.

1.3 Modification of the Workforce Diversity and SLB Contracting Targets.

1.3.1 Modification of Workforce Diversity Targets. The Authority may waive or modify the workforce diversity hiring targets as set forth in Section 1.1.1 and/or Section 1.2.1 if StadCo or TeamCo (or its affiliates, prime contractor or vendors) presents proof satisfactory to the Authority that there is an insufficient number of Target Workers available and qualified to perform the work to be performed. Such proof must include, without limitation, evidence that: (a) reasonable efforts were made to notify Local Chambers and/or DVs of the availability of work to be performed; (b) reasonable efforts were made to place public notices of job availability; and (c) the hiring efforts were consistent with any union cooperation, labor peace, or collective bargaining agreement governing such roles.

1.3.2 Modification of SLB Contracting Targets. Consistent with Section 26(8) of the Act, the Authority may waive or modify the requirements set forth in Section 1.1.3(B)(i) if StadCo's prime contractor presents proof satisfactory to the Authority that there is an insufficient number of SLBs available and qualified to subcontract for the work to be performed. Such proof must include, without limitation, evidence that: (a) reasonable efforts were made to notify SLBs of the availability of work to be performed, which must include evidence of public advertisement calling for bids for a period of not less than 20 days before the date on which such bids must be submitted; and (b) in considering the availability and qualifications of an SLB to perform work, the prime contractor reasonably considered the work experience, safety history, and financial stability of the SLB.

1.4 Community Engagement Opportunities and Benefits.

1.4.1 Team and Player Engagement. Each year during the Term (as defined below), TeamCo shall cause members of the Team's front office and players to participate

in various community engagement activities in Nevada, including educational programs (e.g. reading, math, science programs, and incentive programming for good grades), youth clinics and visits to local organizations (e.g., foster care facilities and hospitals) and nonprofits.

1.4.2 Ticket Donation. Each year during the Term, TeamCo shall offer no cost and discounted admission tickets for the benefit of students and families in need in Nevada. The aggregate number of such tickets donated annually shall not be less than 5,000.

1.4.3 Youth Baseball. Each year during the Term, TeamCo shall support little leagues and other youth baseball and softball organizations in urban and rural underserved communities in Nevada. Efforts may include but not be limited to uniform donations, financial support, youth clinics, stadium tours, and coach clinics.

1.4.4 Appreciation Nights and Awareness Days. TeamCo shall host awareness programming and celebrations during baseball games held at the ballpark, including programming for nurse appreciation, teacher appreciation, first responder appreciation, veteran appreciation, Asian American and Pacific Islander heritage, Indigenous Peoples heritage, Pride month, Juneteenth, African American heritage, Latin and Hispanic heritage, Earth Day, hunger action awareness, and disability awareness. The veteran appreciation event shall celebrate veterans, recognize women veterans, and showcase the local organizations that provide assistance to veterans.

1.4.5 Nevada Small Business and Nonprofit Spotlights. TeamCo shall create opportunities to spotlight and support Nevada small businesses and nonprofits during team home games and/or within the ballpark, such as complimentary tickets; fundraising opportunities via ticket sales; partner of the game; social media posts on the Team's channels; inclusion in the Team's press releases; mention on the Team's broadcast and in-game, pregame on-field recognition; in-game public announcement on the scoreboard; in-game broadcast interview for larger events and organizations; specialized in-game programming; first pitch and anthem honors.

1.4.6 Educational Support.

A. Career Development and Mentorship. TeamCo shall partner with Nevada System of Higher Education (“**NSHE**”) institutions and other Nevada universities and community colleges to provide mentorship opportunities and career development programming, including but not limited to educational programming in sports management, broadcasting, journalism, marketing, and physical therapy.

B. Scholarships. TeamCo shall offer scholarships to NSHE institutions and other Nevada universities and community colleges (collectively, “**Institutions**”) for students who are residents of Nevada. TeamCo shall work with scholarship and/or financial aid offices at such Institutions to either create scholarship funds administered by such Institutions or to create scholarship programs, whereby students of those Institutions can apply for

a scholarship and will be evaluated based on criteria selected by TeamCo. Such criteria will include demonstrated commitment to communities in Nevada. TeamCo will promote these scholarship opportunities on its website, during games, and in promotional materials.

- C. Internships. Each year, TeamCo shall offer paid internships to no less than twenty-five (25) post-secondary students and no less than fifteen (15) high school students with diverse backgrounds from Nevada. TeamCo will establish the criteria for eligibility, which will include residency and subject matter knowledge requirements. TeamCo will promote these internship opportunities on its website, during games, and in promotional materials.

1.4.7 Veterans Programs. TeamCo shall create a grant program to benefit local 501(c)(3) organizations that provide assistance to veterans, including women veterans, in Nevada, and a stadium operations job program for veterans.

1.4.8 Arts Plan. TeamCo shall develop and implement an arts plan in support of the ballpark experience, which arts plan shall include opportunities for local artists to display their work in the ballpark.

1.4.9 Neon Museum. StadCo and TeamCo will include elements related to the historic neon signs of Las Vegas into the design and features of the stadium, and will provide financial benefits, promotion and exposure for the benefit of the Neon Museum.

1.4.10 Improvement and Restoration of Community Fields. In partnership with local government parks and recreation departments, youth organizations, little leagues and other sports teams, TeamCo shall dedicate funding to improve and restore baseball and softball fields in Nevada public schools, colleges, universities, municipal facilities and non-educational facilities with a particular focus on urban and rural underserved communities in Nevada.

1.4.11 Small Business Fund. TeamCo shall create a small business fund to assist small businesses owned by women, minorities, veterans and disabled persons.

1.4.12 Community Suite. At each event hosted at the ballpark, StadCo shall reserve a suite for community use by charitable, community, or economic development organizations at no cost. The suite may be used to host community members or for raising funds for community-based organizations. StadCo and the Authority shall develop a policy for identifying eligible charitable and community organizations. The policy shall provide that the Authority shall earmark no less than one-half of the regular season home games for use by the County, including for community organizations identified by the County.

1.4.13 Other Benefits. During the Term of this CBA, the BSCOC and TeamCo can identify and BSCOC can approve other community benefits that TeamCo may provide pursuant to this CBA.

1.4.14 Coordination with the Las Vegas Aviators. During the Term of this CBA, TeamCo will meet with the Las Vegas Aviators at least once a year to discuss opportunities to coordinate their respective community benefits programs.

1.5 Financial Commitment. Pursuant to Section 23(2)(f) of the Act, TeamCo and/or StadCo shall make an annual financial commitment of cash and in-kind contributions for the provision of the community opportunities and benefits set forth in Sections 1.4.1-5, 1.4.6(B), 1.4.7, 1.4.10-11, and 1.4.13 of this CBA and any financial benefits provided pursuant to Section 1.4.9 of this CBA (collectively, the “**Specified Community Benefits**”) which must not be less than (i) five hundred thousand dollars (\$500,000) per calendar year, beginning with the calendar year in which the County issues bonds and ending in the calendar year following the calendar year in which a certificate of occupancy or other governmental authorization in order to operate the ballpark is issued; and (ii) an amount per calendar year that is the greater of two million dollars (\$2,000,000) or one percent (1%) of TeamCo’s ticket revenue generated by the Project, beginning with the immediately succeeding calendar year after the end of the period set forth in subsection (i) above. Except for the annual obligations required pursuant to Sections 1.4.1, 1.4.2 and 1.4.3, StadCo and TeamCo will use reasonable commercial efforts to make investments in all of the Specified Community Benefits during the Term of this CBA. The allocation of their investment among the Specified Community Benefits made in any given year will be determined by StadCo and TeamCo after consideration of input provided by BSCOC. StadCo and TeamCo shall be deemed to have satisfied the annual financial commitment set forth in this Section 1.5 in a given year by expending the full amount of that year’s financial commitment on the Specified Community Benefits that are selected for funding in that year.

1.6 Infrastructure and Impact Mitigation. StadCo shall participate in the County high impact project planning and development process to identify potential impacts of the Project on parking, utilities, public safety, and safe and efficient airport operations. As part of that process, StadCo shall enter into a development agreement with the County that sets forth the infrastructure improvements required to address the impacts created by the Project.

1.7 Contract Provisions. In each instance under this CBA where StadCo and/or TeamCo are required to include a provision into a contract with a third party, StadCo and/or TeamCo shall use commercially reasonable efforts to enforce such contractual provision with respect to such third party. The obligations, covenants and other provisions of this CBA applicable to each of StadCo and TeamCo are based on anticipated organizational structure and operations of the Project and to the extent that the actual organizational structure and/or operations vary and StadCo should be undertaking such obligation, covenant or other provision rather than TeamCo or TeamCo should be undertaking such obligation, covenant or other provision rather than StadCo, then StadCo or TeamCo, as applicable, shall ensure that such obligations, covenants or other provisions are satisfied, performed or complied with by the appropriate one of them.

1.8 Compliance with Laws. Notwithstanding anything to the contrary herein, StadCo and TeamCo shall not be required to comply with any provision of this CBA that violates any applicable law; provided, however, that (a) nothing in this Section 1.8 shall limit or modify the provisions of Section 3.11; (b) StadCo and TeamCo shall provide the Authority with reasonable advance written notice if they intend to no longer comply with a provision of this CBA pursuant to this Section 1.8, which notice shall describe how such provision of this CBA violates applicable

law; and (c) StadCo, TeamCo and the Authority shall promptly meet and confer in good faith to discuss the alleged violation of applicable law.

II. COMMUNITY OVERSIGHT AND ACCOUNTABILITY

2.1 Baseball Stadium Community Oversight Committee. Pursuant to the Act, the Authority shall create the BSCOC to oversee the implementation and administration of this CBA. The BSCOC shall meet at the call of the chair or as requested by the chair of the Authority. The BSCOC shall post its meeting agendas and conduct its meetings in a manner consistent with the Nevada Open Meeting Law. The BSCOC shall not have an annual budget, shall not open or maintain any financial accounts, shall not take on any debt or otherwise encumber itself or the Authority in anyway, and shall not enter into any contracts or other agreements obligating it or the Authority.

2.2 Appointment of Members to the BSCOC; No Compensation. The BSCOC shall consist of seven members. The Board of Directors of the Authority (the “**Board of Directors**”) shall appoint two members to the BSCOC, with one such member being appointed by the Authority as the chair of the BSCOC. The Governor of Nevada, the Nevada State Senate Majority Leader, and the Nevada State Assembly Speaker shall each appoint one member to the BSCOC. The Board of County Commissioners shall appoint two members to the BSCOC. Each member of the BSCOC must have the education, experience, and skills necessary to effectively execute the duties and responsibilities of a member of the BSCOC. A member of the BSCOC may not be an elected official, an employee of the Team, TeamCo or an affiliate or related entity of the Team or TeamCo, a representative of a business that is engaged by a business providing goods or services to the Team, TeamCo, or the Project, or a representative of a labor union representing employees, or seeking to represent employees, working at or for the Project. In appointing members to the BSCOC, the appointing authority shall consider whether the members appointed to the committee reflect the diversity of the State of Nevada, including, without limitation, the age, gender, gender identity or expression, sexual orientation, ethnic and geographic diversity of the State of Nevada. Members of the BSCOC are not entitled to receive any compensation for serving as a member of the BSCOC or as an officer or employee of the Authority.

2.3 Role and Responsibility of the BSCOC. The BSCOC shall oversee StadCo’s and TeamCo’s compliance with the terms and conditions of this CBA and will provide monitoring, oversight, and accountability in connection with the performance of this CBA. In furtherance of this responsibility, the BSCOC shall receive and review reports from StadCo, TeamCo and its Community Benefits Director (as defined below), as set forth in this CBA, regarding StadCo’s and TeamCo’s compliance with this CBA and StadCo’s and TeamCo’s commercially reasonable efforts to implement the programs contemplated by this CBA. The BSCOC shall report to the Authority its findings as to whether StadCo and TeamCo are implementing the programs contemplated by this CBA and otherwise in compliance with the provisions of this CBA.

2.4 BSCOC Removal and Vacancy. The appointing person may remove its members of the BSCOC with or without cause. Members shall also be removed from the BSCOC in the event the member dies or resigns. Vacancies on the BSCOC shall be promptly filled by the person entitled to appoint such member in accordance with the preceding paragraphs.

2.5 Appointment of the Authority Community Benefits Director. Pursuant to Section 23(9) of the Act, the Board of Directors shall appoint a community benefits director (the “**Community Benefits Director**”) to advise the BSCOC and monitor the compliance of TeamCo and StadCo with the terms of this CBA. A person must not be appointed as the Community Benefits Director:

2.5.1 Unless the person resided in the County for at least 5 years immediately preceding the date of his or her appointment.

2.5.2 If the person is an employee of the Team or an affiliate or related entity of the Team or an employee of the Project or an affiliate or related entity of the Project.

2.5.3 If the person directly provides goods or services to an MLB team or the Project or is an employee of a business that directly provides goods or services to an MLB team or the Project.

2.6 TeamCo and StadCo Monitoring and Administration.

2.6.1 TeamCo and StadCo will monitor this CBA and institute, and/or include in the applicable contracts requirements providing that its prime contractor, stadium manager, and concessionaire will institute, commercially reasonable internal controls and monitoring procedures related to the implementation of and compliance with this CBA.

2.6.2 During construction, StadCo or its prime contractor or subcontractors will submit to the Authority on a monthly basis forms for tracking SLB participation, workforce utilization, and local participation. Without limiting the foregoing, pursuant to Section 26(6) of the Act, StadCo shall require its prime contractor and each contractor that subcontracts work to a SLB to submit information to the Authority verifying that the contractor has complied with the provisions of Section 26 of the Act. Each such prime contractor and subcontractor shall be required to maintain all records related to SLB participation, workforce utilization, local participation and compliance with Section 26 of the Act for not less five years after the expiration of the applicable contract or subcontract and to make such records available for inspection to the Authority upon request. StadCo will appoint its own community benefits director during the construction phase of the Project to provide leadership in the implementation and monitoring of this CBA.

2.6.3 After completion of construction of the Project, TeamCo will require its stadium manager and concessionaire to submit periodic reports detailing the efforts and status of the Project with respect to this CBA. After completion of construction of the Project, TeamCo will designate an individual to serve as TeamCo’s liaison regarding compliance with this CBA.

2.7 Public Reporting.

2.7.1 During the Term, StadCo will provide to the Authority and the BSCOC quarterly reports that will identify StadCo’s and/or TeamCo’s compliance with this CBA. For the avoidance of doubt, these public reports will reflect the status of compliance of this CBA by StadCo and TeamCo as well as their various contractors and vendors charged with

constructing, operating, and servicing the Project. StadCo and TeamCo will provide courtesy copies of these reports to the Governor of Nevada, Director of the Legislative Counsel Bureau for transmittal to the next regular session of the Legislature, and the County Manager of the County quarterly as well.

2.7.2 In addition to the reports set forth in Section 2.7.1 and such other reports as the Authority or the BSCOC may require, on or before December 31 of each even-numbered year, StadCo and TeamCo shall jointly prepare a community benefits progress and accountability report and submit it to the Governor of Nevada, Director of the Legislative Counsel Bureau for transmittal to the next regular session of the Legislature, the County Manager of the County, the Chair of the Board of Directors, and the Chair of the BSCOC. This report must include (a) the terms of this CBA that were in effect during the period of time covered by the report; (b) an evaluation of the compliance of TeamCo and StadCo with the terms of this CBA; and an (c) evaluation of the effect of the Project on the community at large.

2.8 Cost of Compliance. StadCo and TeamCo acknowledge and agree that the implementation of, and compliance with, its commitments as set forth in this CBA will require the expenditure of funds, foregoing certain revenue streams, incurring higher operating expenses, and distributing other meaningful resource allocations (e.g., volunteer hours), either directly by StadCo or TeamCo or by those charged with carrying the various provisions of this CBA on their behalf. All Parties acknowledge the resource allocations necessary to effectuate this CBA are significant and some may not be readily quantifiable. As such, nothing in this Section 2.8 or any other section of this CBA shall require StadCo or TeamCo to allocate resources or otherwise incur costs other than on a commercially reasonable basis. Notwithstanding the foregoing and for the sake of clarity, nothing in this Section 2.8 shall limit the financial commitments set forth in Section 1.5, the workforce demographic requirements set forth in Sections 1.1.1, 1.1.3 and 1.2.1; the Living Wage requirements set forth in Sections 1.1.2 and 1.2.2; or the reporting requirements set forth in Sections 2.6 and 2.7.

2.9 Audit Rights. The Authority, upon thirty (30) days' notice to StadCo and/or TeamCo (as applicable), shall have the right to conduct periodic audits of StadCo's and TeamCo's compliance with the obligations set forth herein; provided, however, that the Authority shall not conduct such audit more than once in any calendar year unless the Authority has a good-faith reason to believe that StadCo and/or TeamCo are not in compliance with this CBA. StadCo and/or TeamCo shall provide the Authority with all information reasonably necessary to perform the audit. If the audit discloses variances of five percent (5%) or more from what was reported by StadCo and/or TeamCo, StadCo and/or TeamCo shall reimburse the Authority for the reasonable costs of such audit. The results of the audit shall be reported publicly to the Board in a summary form sufficient to convey whether or not StadCo and/or TeamCo is in compliance with this CBA.

2.10 Compliance.

2.10.1 StadCo/TeamCo Determines Noncompliance. To the extent StadCo or TeamCo determines it is not in compliance with its obligations under this CBA, it may prepare and submit to the BSCOC and the Authority a remedial plan to achieve compliance outlining the compliance issue or issues it has identified and specifying actions that will be

undertaken to remedy areas of noncompliance. Such remedial plan may not reduce or eliminate any requirements of this CBA without approval of the BSCOC and the Authority, which may be withheld or conditioned consistent with the terms of this CBA and the Act.

2.10.2 BSCOC Determines Noncompliance. If the BSCOC determines that StadCo or TeamCo has failed to comply with the terms of this CBA, the Community Benefits Director shall notify TeamCo, StadCo and the Team in writing that the BSCOC has made such a determination of noncompliance. Upon receipt of such a notice, TeamCo and/or StadCo, in coordination with the Team, shall submit in writing to the Community Benefits Director: (i) a response to the determination of noncompliance by the BSCOC which includes, without limitation, any reasons that TeamCo and/or StadCo has not complied with the terms of this CBA; (ii) a description of the actions that TeamCo and/or StadCo will take to cure any noncompliance with the terms of this CBA, which actions shall be diligently prosecuted; and (iii) a reasonable projected timeline by which TeamCo and/or StadCo will be in full compliance with the terms of this CBA. If the BSCOC determines that the response submitted by TeamCo and/or StadCo is insufficient or the BSCOC determines that TeamCo and/or StadCo are not taking the actions set forth pursuant to subparagraph (ii) of this Section 2.10.2 in a timely manner, the BSCOC shall notify the Board of Directors of its findings and may request that the Board of Directors initiate legal proceedings to enforce the terms of this CBA.

III. ADDITIONAL PROVISIONS

3.1 Term. This CBA shall begin on the date in which the County issues bonds for the Project and shall continue until the expiration or earlier termination of the lease agreement between StadCo and the Authority (the “**Term**”).

3.2 Updates. This CBA must be reviewed and updated not less than once every five (5) years and each such update must be mutually agreed upon in writing by both Parties and approved by the Board of Directors. Notwithstanding the forgoing, such update cannot include an increase of the Financial Commitment set forth in Section 1.5 of this CBA.

3.3 Amendment. This CBA may be amended, modified or supplemented but only in a writing signed by each of the Parties.

3.4 Notices. All notices, requests, approvals or other communications required under this CBA shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section 3.4):

To the Authority: Clark County Stadium Authority
[_____]
[_____]
[_____]
Attn.: [_____]

with a copy to: [_____]
[_____]
[_____]
Attn.: [_____]

To StadCo or TeamCo:

Athletics Investment Group LLC
55 Harrison Street, Suite 300
Oakland, CA 94607
Attn.: Dave Kaval, President

with a copy to: Athletics Investment Group LLC
55 Harrison Street, Suite 300
Oakland, CA 94607
Attn.: D’Lonra Ellis, Chief Legal Officer

with a copy to: Gibson, Dunn & Crutcher LLP
One Embarcadero Center, Suite 2600
San Francisco, CA. 94111
Attn.: Mary G. Murphy

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) business day after its delivery to the address of the respective Party, as provided in this Section 3.4. Notices sent by a Party’s counsel shall be deemed notices sent by such Party.

3.5 Waivers. The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, or provision contained in this CBA shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

3.6 Counterparts. This CBA may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A telecopy, facsimile or other electronic signature (such as a pdf) of any Party shall be considered to have the same binding effect as an original signature.

3.7 Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this CBA and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this CBA is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against any Party.

3.8 Entire Understanding/No Third Party Beneficiaries. This CBA sets forth the entire agreement and understanding of the Parties hereto with respect to the matters contemplated herein

and supersede any and all prior agreements, arrangements, and understandings among the Parties relating to the subject matter hereof, and any and all such prior agreements, arrangements, and understandings shall not be used or relied upon in any manner as parol evidence or otherwise as an aid to interpreting this CBA. This CBA is entered into solely for the benefit of the Parties hereto, and by entering in this CBA, neither Party intends to or has conferred any right, title, interest, or benefit upon any other person, governmental organization or agency, except as expressly provided herein. The Parties hereto acknowledge and agree that neither this CBA nor the Act confer a private right to enforce the provisions hereof by any person or entity other than a Party hereto.

3.9 Governing Law; Jurisdiction and Venue; Waiver of Jury.

3.9.1 Governing Law. This CBA and the transactions contemplated hereby, and all disputes between the Parties under or related to this CBA or the facts and circumstances leading to its execution, whether in contract, tort or otherwise (collectively, “**Disputes**”), shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof, with the sole exception of the requirement for final and binding arbitration which arises under and shall be subject to the Federal Arbitration Act, 9 U.S.C. section 2, et. seq.

3.9.2 Jurisdiction and Venue. Subject to Section 3.10 below, each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court or federal court of the United States of America, and any appellate court from any thereof, in any proceeding arising out of or relating to this CBA or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such proceeding except in such courts, (ii) agrees that any claim in respect of any such proceeding may be heard and determined in such Nevada state court or in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such Nevada state or federal court, (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court, and (v) to the extent such Party is not otherwise subject to service of process in the State of Nevada, appoints CT Corporation as such Party’s agent in the State of Nevada for acceptance of legal process and agrees that service made on any such agent shall have the same legal force and effect as if served upon such Party personally within such state. Each of the Parties agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.9.3 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CBA IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY

OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CBA OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS CBA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.9.3. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS CBA.

3.10 Dispute Resolution.

3.10.1 Mediation. Any Party may request mediation of any Dispute arising under this CBA. Mediation shall be used before any Dispute becomes subject to arbitration. The costs of any mediation shall be divided equally between the Parties. Mediation shall be handled through Judicial Arbitration and Mediation Services (“JAMS”) according to its mediation rules. The mediator shall be a professional mutually acceptable to the Parties who has no current or on-going relationship to any Party. The mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the mediator’s program to resolve the Dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation. Non-binding effect mediation is intended to assist the Parties in resolving Disputes over the correct interpretation of this CBA. Unless otherwise agreed to by the Parties, no mediator shall be empowered to render a binding decision.

3.10.2 Dispute Notice. In the event there is a Dispute, either Party may send a notice to the other Party setting forth in reasonable detail the matters in Dispute (a “**Dispute Notice**”). Following delivery of a Dispute Notice and prior compliance with Section 3.10.1 above, then either Party may submit the Dispute to arbitration in accordance with the remainder of this Section below.

3.10.3 Arbitration. If the Dispute cannot be resolved between the Parties pursuant to Section 3.10.1, the Dispute shall be determined by binding arbitration in Clark County, Nevada, or any other location agreed to by the Parties, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

3.10.4 Selection of Arbitrator. Within fifteen (15) business days after the commencement of arbitration, each of the Authority, on the one hand, and StadCo and TeamCo, on the other hand, shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within thirty (30) days of the commencement of the arbitration. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in

accordance with its rules. All arbitrators shall serve as neutral, independent, and impartial arbitrators.

3.10.5 Expedited Arbitration. To the extent possible, the Parties agree to utilize JAMS' Optional Expedited Arbitration Procedures, which limits depositions, document requests and e-discovery. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

3.10.6 Confidentiality and Costs. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary to take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this CBA. The costs and fees of the arbitrators and the arbitration shall be paid by the non-prevailing Party.

3.11 Severability. If any provision of this CBA shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 3.11 shall not be construed or implemented in a manner that substantially deprives any Party of the overall benefit of its bargain under this CBA.

3.12 Relationship of the Parties. StadCo, TeamCo and the Authority are independent Parties and nothing contained in this CBA shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

3.13 No Personal Liability to Representatives and Owners. No owner, member, officer, director, manager, employee, agent, appointee, representative or other individual acting in any capacity on behalf of either of the Parties or their affiliates shall have any personal liability or obligations under, pursuant to, or with respect to this CBA for any reason whatsoever. For the avoidance of doubt, each of StadCo and TeamCo shall be liable for any breach of this CBA by such Party in the event that it fails to cure such breach beyond any notice and cure period provided in this CBA.

3.14 Conformity with the Act. The Parties intend for the terms and provisions of this CBA to comply with the Act.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this CBA has been executed by the Parties as of the Effective Date.

AUTHORITY:

CLARK COUNTY STADIUM AUTHORITY

By: _____
[_____] Chairman

TEAMCO:

ATHLETICS INVESTMENT GROUP LLC

By: _____
David Kaval
President

STADCO:

VALLEY VIEW INVESTORS, LLC

By: _____
David Kaval
President