

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as “Agreement”), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Clark County Stadium Authority, a political subdivision of the County but a separate governmental entity authorized pursuant to SB 1 of the 2016 Nevada Legislature and operating as the Las Vegas Stadium Authority (“Stadium Authority”), and the County of Clark, a political subdivision of the State of Nevada, (“County”), pursuant to the provisions of Nevada Revised Statutes (NRS) 277.050.

### **WITNESSETH:**

WHEREAS, NRS 277.050 provides that one public agency may lease to another public agency any real property belonging to it, without advertising for public bids and for such consideration as is authorized by the lessor public agency; and

WHEREAS, Stadium Authority’s mission is to support, in ways beneficial to the residents of the County, the development and operation of the Las Vegas Stadium (“Stadium”) that is leased by the LV Stadium Events Company, LLC (“StadCo”), an affiliate of the Raiders football team (“Raiders”); and

WHEREAS, StadCo and its affiliates desire to maximize the automobile parking options of patrons of the Stadium; and

WHEREAS, County is the owner and operator of McCarran International Airport (hereinafter referred to as “the Airport”) (defined below) and owns certain parcels of real property located within the Cooperative Management Area (defined below) that are currently controlled by the Airport, for which the Airport does not have an immediate need, and which may be amenable to parking for the Stadium; and

NOW, THEREFORE, for and in consideration of the above recitals (which are incorporated into this Agreement by this reference), and the agreements, covenants and conditions herein, County and Stadium Authority agree as follows:

### **ARTICLE I**

#### **1.1 DEFINITIONS**

- 1.1.1 The term “Airport,” whenever used herein, means the McCarran International Airport and all property located within its general environs at the date of execution of this Agreement or at any future date during the term hereof.
- 1.1.2 The term “Airport Environs Map,” means the McCarran International Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008; the North Las Vegas Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008; the Henderson Executive Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008, or any subsequent version of any of such maps as may be updated from time to time by the Clark County Department of Aviation.
- 1.1.3 The term “Approval Date” means the date upon which this Agreement is approved by the Board of County Commissioners.
- 1.1.4 The term “County’s Designated Representative (hereinafter referred to as ‘CDR’),” whenever used herein, means the Director of the Department of Real Property Management, or designee, acting on behalf of County.

- 1.1.5 The term “County,” whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners and where this Agreement speaks of “Approval by County,” such approval means action by the Clark County Board of Commissioners.
- 1.1.6 The term “Effective Date,” whenever used herein, means the date the terms and conditions of this Agreement will become effective, which is the Approval Date.
- 1.1.7 The term “Environmental Laws,” whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state or local agencies, including, but not limited to the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)

NEVADA SANITATION LAWS (Nevada Revised Statutes, Chapter 444)

NEVADA WATER CONTROL LAWS (Nevada Revised Statutes Chapter 445A)

NEVADA AIR POLLUTION LAWS (Nevada Revised Statutes Chapter 445B)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statutes, Chapter 618)

and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment (including, but not limited to, the ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water and land use, including sub-strata land.

- 1.1.8 The term “Hazardous Material,” whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 5101 et seq.) and all present or future regulations promulgated thereto

DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS TABLE (49 C.F.R. Part 172) and amendments thereto

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 300 and amendments thereto—including Appendices thereto)

HANDLING OF HAZARDOUS MATERIALS (including transportation of Hazardous Materials by Motor Carriers) (Nevada Revised Statutes 459.700 through 459.780)

and all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are Federal, State or local.

- 1.1.9 The term “Party,” whenever used herein, means Stadium Authority as lessee or County as lessor (hereinafter jointly referred to as “Parties”) to a leasing arrangement for the Premises.
- 1.1.10 The term “Premises,” whenever used herein, means that area of approximately 19.18 acres as depicted on Exhibit “A,” which is attached hereto and made a part hereof. The final legal description of the Premises will be attached to the Memorandum of Lease described in Section 1.2.3 below.
- 1.1.11 The term “Stadium Authority,” whenever used herein, means Clark County Las Stadium Authority, a political subdivision of the County but a separate governmental entity authorized pursuant to SB 1 of the 2016 Nevada Legislature, operating as the Las Vegas Stadium Authority.
- 1.1.12 The term “Stadium Facilities,” whenever used herein, means the parking lot improvements or other related amenities to be constructed on the Premises by Stadium Authority, or its Sublessee, in accordance with the terms and conditions of this Agreement.
- 1.1.13 The term “Sublease,” whenever used herein, means the documents signed by a Sublessee or Tenant for the leasing of all or substantially all of the Premises.
- 1.1.14 The term “Sublessee” or “Tenant,” whenever used herein, means any business firm or individual who leases all or substantially all of the Premises. Subject to the terms of Section 1.4.1 below, the CDR will retain the right to reasonably approve the uses of such Sublessee or Tenant. These defined terms may be used interchangeably.
- 1.1.15 The term “Release,” whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Material in violation of Environmental Laws.
- 1.1.16 The term “Rent Commencement Date,” whenever used herein, is May 1, 2020.

## **1.2 TERM**

- 1.2.1 The initial term of this Agreement will expire two (2) years from the Approval Date (the “Termination Date”).

- 1.2.2 All provisions of this Agreement will be in force and effect upon the Approval Date.
- 1.2.3 As soon as practicable following the Approval Date, County and Stadium Authority agree to execute and acknowledge a Memorandum of Lease (1) evidencing the existence of this Agreement, the rights of Stadium Authority in the Premises, and the Approval Date and Termination Date of this Agreement, and (2) containing a legal description of the Premises. Such Memorandum of Lease shall be recorded with the official real estate records of Clark County, Nevada.
- 1.2.4 Stadium Authority shall have the right to exercise options to renew (Renewal Option) for three terms of one (1) year to extend the Agreement by giving written notice to County no later than ninety (90) days prior the Expiration Date. The giving of such notice by Stadium Authority shall be effective to renew the Agreement and extend the Term thereof, as to the Premises, without the necessity for execution of any further instrument by either party for the Renewal Term. Except as set forth in the Section 1.6, the Renewal Term shall be under the same covenants, agreements, terms, provisions and conditions as the Initial Term.
- 1.2.5 The Agreement may be terminated by and the ability to renew extinguished upon the provision of notice by one Party to the other no later than One Hundred Eighty (180) days before the expiration of the then current term.

### **1.3 PREMISES**

- 1.3.1 County does hereby demise and let unto Stadium Authority and Stadium Authority does hereby take from County the Premises.

Stadium Authority shall be responsible to provide County with a final legal description of the entire Premises under this Agreement, which includes the depiction of all current and proposed easements and/or rights-of-way that County has or may wish to retain. Stadium Authority will submit a draft description, both narrative and graphic formats, to County for its review and County has the right to modify the documents to retain County's interests in any easements and/or rights of way necessary for roads, utilities, and flood control. Once a final legal description is agreed upon by both parties, such legal description will be included in the Memorandum of Lease, as provided in Section 1.2.3 above.

- 1.3.2 Stadium Authority acknowledges that it has inspected the Premises and accepts the Premises "as is," including, but not limited to, grades, soil conditions, and drainage with no further responsibility to Stadium Authority by County for any present or further improvements or maintenance thereof, including, but not limited to, the existence of any utilities and public roadways and the potential need to cap off or otherwise abandon such utilities and/or roadways.
- 1.3.3 All improvements constructed on the Premises by Stadium Authority (including, without limitation, the Stadium Facilities) at any time and from time to time during the term will be owned by Stadium Authority during the term of this Agreement.

### **1.4 USE OF PREMISES**

- 1.4.1 Upon performance of the agreements, provisions and conditions contained in this Agreement, Stadium Authority and its agents, employees, contractors, licensees and invitees will have the use of the Premises for the construction, maintenance, replacement, repair, operation and use of Stadium Facilities for parking, transportation staging, Park & Ride operations, and for other activities directly related thereto and for no other purposes, unless approved in writing by CDR. If such Stadium Facilities uses are Compatible Uses (defined below) and not Incompatible Uses

(defined below), they are deemed approved by CDR. CDR, however, retains the sole right to determine if a use is compatible with Airport operations. Notwithstanding the above (or any other language in this Agreement) to the contrary, the uses set forth in Section 1.4.3.2 below, and as otherwise approved in writing by CDR, are the only authorized Compatible Uses.

1.4.2 Neither Stadium Authority nor County shall have the right to erect (or cause or permit any third party to erect) billboards (whether for commercial or non-commercial purposes) on the Premises.

1.4.3 Stadium Authority also agrees that use of the Premises is conditioned upon Stadium Authority's agreement that it will not develop the Premises and/or adjoining or surrounding properties in a manner that County may find objectionable to Airport and/or Aircraft operations. CDR, however, retains the sole right to determine, in its reasonable discretion, if the uses are Incompatible Uses or Compatible Uses, as defined below:

1.4.3.1 Incompatible Uses: The term "Incompatible Uses" means uses which potentially expose persons to elevated levels of Aircraft generated noise or to areas identified as necessary to protect the safe passage of Aircraft, or which have been determined by the Federal Aviation Administration (the "FAA"), the Director of the Department of Aviation, and/or the Airport Hazard Areas Board of Adjustment to be hazardous to or incompatible with air navigation. Incompatible Uses include, but are not limited to: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, condominium hotels or motels, townhouses, churches, hospitals, care centers, nursing homes, schools, auditoriums and concert halls, fraternity and sorority housing, recreational vehicle parks, places of public assembly, amusement parks, outdoor sports arenas, zoos, uses that may in the future be accessory to or enhance any of the uses described above on adjacent parcels, and uses intended to fulfill development and/or zoning requirements for any of the uses described above on an adjacent parcel (including, without limitation, open space, parking and landscaping requirements). The fact that any of the foregoing uses are permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

No "sexually oriented" business or "adult use," as defined in the Clark County Code (e.g. CCC 6.110, 6.140, 6.160, 6.170, 7.54, 30.08.030, and 30.44.010 and as amended from time to time), or other laws, regulations and ordinances now in effect or hereinafter enacted that deal with such businesses and uses, shall be allowed upon any part of the Premises. No use for which a liquor or gaming license is required shall be allowed upon any part of the Premises without the written consent of County (refusal to consent to these uses is solely within the discretion of the Board of County Commissioners and does not need to be reasonable). Should County consent to a use involving a liquor or gaming license, Stadium Authority shall pay all costs, including the cost of background investigations and attorney fees, relating to the licensing process. Notwithstanding the foregoing, CDR consents to liquor uses, subject to all normal and customary licensing procedures, in such restaurants as may be developed on the Premises.

1.4.3.2 Compatible Uses: The term "Compatible Uses," means land uses which are appropriate given the area's exposure to Aircraft overflight and noise, and the limitations on development necessary to preclude potential hazards to air navigation. Compatible Uses which may conform with the preceding definition include, but are not limited to, commercial uses such as office, warehousing, manufacturing,

business, professional, and wholesale and retail, provided any occupied structure is constructed using noise attenuation construction techniques in compliance with FAA regulations as further outlined in Sections 1.4.3.3, 1.4.3.4 and 3.18 below; communication uses; transportation uses such as railroad, motor vehicle, rapid transit and street railway transportation; street and highway rights-of-way; utility rights-of-way; parking; general dispersed recreation; golf courses; and drainage facilities.

- 1.4.3.3 Avigation Easement: Stadium Authority hereby grants and conveys to County a perpetual and assignable right-of-way and easement for the free and unobstructed passage of all Aircraft, regardless of the owner or operator of such, in, through, and across all of the airspace above the Premises (including the Stadium Facilities constructed thereon) subject to such rights, terms, and conditions as contained herein. For purposes of this Agreement. "Aircraft" is defined as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air or space, regardless of the form of propulsion which powers said Aircraft in flight.

County, its successors-in-interest and assigns, for the use and benefit of Aircraft owners, operators and the general public, shall have the continuing right to cause or allow in all of the airspace above the surface of the Premises such noise, fumes, vibrations, dust, fuel, particles and all other effects that may be caused by or result from the operation of Aircraft, whether or not said Aircraft over fly or intrude into the airspace above the Premises.

County reserves unto itself, its successors and assigns, for the use and benefit of Aircraft owners, operators and the general public, a right of flight for the passage of Aircraft in the airspace above the Premises (including the Stadium Facilities constructed thereon), together with the right to cause in said airspace such noise as may be inherent in the operation of Aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from or operating at the facilities now known as, or any future name or common reference that may be promulgated, adopted or referred to, McCarran International Airport, Nellis Air Force Base, North Las Vegas Airport, Overton Airport, Creech Air Force Base, Henderson Executive Airport, Laughlin/Bullhead International Airport, Searchlight Airport, Mesquite Airport, Boulder City Airport, and Jean Airport; or any and all future facility or facilities developed in the Ivanpah Valley, Pahrump Valley, and in the vicinity of the City of Mesquite (the "Airports").

Stadium Authority covenants and agrees not to allow any improvement to become constructed on the Premises which is, will be or has been erected to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the FAA determines such improvement to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations ("CFR") Title 14, Chapter I, Part 77 ("Part 77"). Should the FAA determine such proposed, erected, or grown improvement to be an obstruction and/or hazard to air navigation, the improvement is to be removed, demolished, and/or lowered to a height which the FAA determines not to be an obstruction and/or hazard to air navigation, and until such compliance is determined by the FAA, Stadium Authority shall not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to Section 20.13 and Section 30.48 Part B "Airport Airspace Overlay District" as amended, or any similar federal state, or local regulation which may hereinafter be enacted in total or in part.

Stadium Authority covenants and agrees not to allow any vegetation to be planted or grown on the Premises which is, will be or has been grown to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the FAA determines such vegetation to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Part 77. Should FAA determine such proposed or grown vegetation to be an obstruction and/or hazard to air navigation, the vegetation is to be removed, trimmed, and/or lowered to a height which the FAA determines not to be an obstruction and/or hazard to air navigation, and until such compliance is determined by the FAA, Stadium Authority shall not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to Section 20.13 and Section 30.48 Part B "Airport Airspace Overlay District" as amended, or any similar federal state, or local regulation which may hereinafter be enacted in total or in part.

Stadium Authority shall, prior to 1) construction of any applicable improvement; 2) planting any applicable vegetation; or 3) at such time as any vegetation is grown to a height on the Premises that meets or exceeds the notification requirements of Part 77; file notice with the FAA in accordance with the requirements of Part 77 as applied to the Airports via FAA form 7460-1, as amended, or any similar regulations which may hereinafter be enacted and, where required by the Clark County Code, receive either a Director's Permit from the Department of Aviation or a Director's Permit Variance from County's Airport Hazard Area Board of Adjustment.

Stadium Authority, in addition to all rights, terms, and conditions contained herein, expressly acknowledges and consents to the right of Aircraft flight set forth in Title 49 United States Code ("USC") §40102(a)(30), 49 USC§40103(a)(2), Title 14 CFR, Chapter I, Part 91, Part 101, and Part 103 as amended, including but not limited to 14 CFR Part 91.119, or any similar statute or regulation which may hereinafter be enacted in total or in part, and Nevada Revised Statute ("NRS") Chapters, including but not limited to, NRS 493.030, NRS 493.040 and NRS 493.050, as amended, or any similar regulation or statute which may hereinafter be enacted in total or in part, as may be undertaken by Aircraft arriving to or departing from the Airports.

- 1.4.3.4 Waiver: Stadium Authority, its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action which they may now have or may have in the future against County, and its officers and employees, or operators or users, and their officers, directors, employees, and agents, of the above described Airports, for losses or psychological or physical effects on account of or arising out of noise, vibrations, fumes, dust, fuel, particles and all other effects that may be caused or may have been caused by the operation of Aircraft landing at, taking off from, or operating at or on the Airports, or in or near the airspace above the Premises. Stadium Authority, its successors, assigns, licensees, invitees, and tenants specifically waives any and all claims, including a claim that the easement is burdened by increases in noise, fumes, vibrations, dust, fuel, particles, or any other effects that may be caused by or result from the operation of Aircraft; changes in the type or frequency of Aircraft operations, the airport layout, or flight patterns; or increases in nighttime operations.

Further, Stadium Authority, its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action as to use and/or regulation of all airspace more than thirty (30) feet above the finished grade of the Premises, except as may be granted by County.

The above grant of Avigation Easement and Waiver do not require the removal of an improvement or vegetation in the condition existing on the Premises as of the date of this Agreement.

Stadium Authority expressly agrees for itself, its successors and assigns, to:

- (a) Submit to CDR and County plans showing exterior building finishes, including but not limited to glass surfaces and exterior lighting, which potentially may make it difficult for Aircraft pilots to distinguish between airport lights and other lights; produce glare or reflection which would impair Aircraft pilots landing or taking off at the Airport, impair visibility in the vicinity of the Airport, or otherwise endanger the landing, take off, or maneuvering of Aircraft; and shall not install the same without receiving a Director's Permit from the Department of Aviation or a variance from County's Airport Height Areas Board of Adjustment. Stadium Authority shall not use, permit, or suffer the use of the Premises in such manner as to create electrical interference with radio communication to or from any Aircraft or between any airport installation or navigational aid (NAVAID) and any Aircraft.
- (b) Not authorize the construction of any facility or improvement on the Premises, which attracts or results in the concentration of birds or other wildlife which would interfere with the safe operation of Aircraft in flight.
- (c) Use construction practices and materials to achieve an exterior to interior noise level reduction sufficient to achieve a maximum 40 decibel Day-Night Level (DNL 40 dB) interior noise level in any permanent structures, based on Aircraft noise contours shown on the McCarran International Airport Environs Overlay District Map, prepared by the Department of Aviation and dated April 16, 1998, or on a subsequent version of said map(s) as may be updated from time to time by the Department of Aviation (Airport Environs Map). Land, buildings, and structures shall be deemed to be impacted by the specific noise contours that cross them as shown on the Airport Environs Maps. Where a building is or would be impacted by one or more noise contours, the entire building shall be considered to be within the most restrictive noise contour.

## **1.5 STANDARDS OF OPERATION**

- 1.5.1 Stadium Authority will develop and cause to be constructed Stadium Facilities in accordance with plans and specifications prepared by Stadium Authority and shall be approved by CDR prior to the submittal of the plans and specifications to the County's Current Planning, Public Works and Building Departments for permit approval.
- 1.5.2 Stadium Authority may enter into a Sublease, which has been approved by County or CDR, with Sublessees or Tenants.
  - 1.5.2.1 All Subleases must be for those uses permitted in Section 1.4 (entitled USE OF PREMISES) above, and must incorporate by reference all applicable provisions of this Agreement to ensure every Sublessee's operations and conduct are in compliance with such applicable provisions of this Agreement.



- 1.5.2.2 Stadium Authority is not released from any obligation hereunder by virtue of its Sublease to another.
- 1.5.2.3 Stadium Authority may enter into a Sublease with StadCo using the form attached as Exhibit "B "hereto and made apart hereof ("StadCo Sublease"), which has been approved by County.
- 1.5.3 Stadium Authority will provide County with a copy of any rules, regulations or other standards of operation developed by Stadium Authority and distributed to Sublessees and Tenants.

## **1.6 RENT**

- 1.6.1 Upon the Rent Commencement Date, rent for the Premises will be due and owing by Stadium Authority. The monthly installment of rent will be Sixty-Four Thousand Six Hundred Eighty-Two Dollars and Twenty-Five Cents (\$64,682.25), paid on or before the first (1st) of each month commencing on May 1, 2020.
- 1.6.2 Stadium Authority will submit all payments by check made payable to the Clark County Department of Aviation and deliver or mail said payments to:  
  
Clark County  
Department of Real Property Management  
500 South Grand Central Parkway  
P.O. Box 551825  
Las Vegas, Nevada 89155-1825
- 1.6.3 In the event any required payment is not made by Stadium Authority to County as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Stadium Authority will pay to County, interest at the rate of eleven percent (11%) per annum on all amounts unpaid and which remain unpaid thirty (30) days past the due date. However, County will not be prevented from terminating this Agreement for default of payments of rents, fees, or charges or from enforcing any other provisions contained herein or implied by law.
- 1.6.4 Subject to Section 1.2.5 above, should Stadium Authority exercise a Renewal Option, then for each Renewal Term, the rent shall be increased by three percent (3%.)

## **1.7 IMPROVEMENTS, MAINTENANCE AND REPAIR BY COUNTY**

- 1.7.1 County has no direct responsibility or obligation for any maintenance, repair or replacement of the leased Premises or improvements thereto.
- 1.7.2 In connection with the Stadium Facilities, at any time and from time to time during the term of this Agreement, County agrees to, upon the written request of Stadium Authority, assist Stadium Authority in delivering such instruments as may be appropriate, necessary, required or desired by Stadium Authority for the purpose of (a) the grant or dedication of any easement, right of way or other property right to any public entity or service corporation or for the development of the Premises, so long as such grant or dedication does not substantially impair the value of the County's fee interest in the real property underlying the Premises, and (b) the application to any governmental authority for, or the obtaining of, approvals, consents, zoning changes, conditional uses, variances, subdivision maps or the like, in each instance for the purpose of providing adequate utility services to the Premises or of permitting Stadium Authority to construct the Stadium Facilities on the Premises or make any alteration or addition to the Stadium Facilities.

## **1.8 IMPROVEMENTS, MAINTENANCE AND REPAIR BY STADIUM AUTHORITY**

- 1.8.1 In the operations of Stadium Authority's activities within the Premises. Stadium Authority will design, develop, construct, manage and maintain and repair the following:
  - 1.8.1.1 All leasehold improvements, including but not limited to grading, fencing, paving, lighting, roadways, parking lots, drainage, structures, all applicable permits, zoning requirements as required by Stadium Authority for the operation of the Stadium Facilities in the conduct of the business as authorized by Section 1.4 (entitled USE OF PREMISES) of this Agreement. Notwithstanding the assumption of any of these responsibilities by a Sublessee, Stadium Authority shall remain responsible to ensure all leasehold improvements are completed in accordance with this Agreement.
- 1.8.2 Stadium Authority will construct and install the following, if necessary, for the intended use:
  - 1.8.2.1 Underground utility lines and connections. Stadium Authority's expense will include all connection fees or all other fees.
  - 1.8.2.2 All leasehold improvements including, but not limited to, grading, fencing, paving, lighting, roadways, parking lots, drainage and structures which are required by Stadium Authority in its conduct of business as authorized under Section 1.4 (entitled USE OF PREMISES).
- 1.8.3 Maintenance is understood and agreed to include all janitorial services and requirements and daily routine Premises cleanup, and all dust mitigation requirements.
- 1.8.4 All improvements or alterations by Stadium Authority will be in accordance with the Clark County Code and all other applicable governmental rules and regulations. The drawings for the Stadium Facilities are also subject to the prior written approval of CDR, if so requested in writing by CDR, prior to the approval of the drawings by County's Building Department. In the event of a default hereunder by Stadium Authority, Stadium Authority will provide County copies of all the following documents which are in Stadium Authority's possession: as-built drawings of all improvements, along with a certification of construction costs for all permanent improvements.
- 1.8.5 During the term or any extension of this Agreement, Stadium Authority may, with prior written approval of CDR, add to or alter the Stadium Facilities at any time subject to the applicable provisions of this Section 1.8. Any such addition or alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and will not reduce the value of the Premises or improvements thereon.
- 1.8.6 Stadium Authority will be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal will conform with all governmental requirements and regulations as more fully described hereinafter in Section 3.22 (entitled ENVIRONMENTAL POLICY) below.
- 1.8.7 Should Stadium Authority fail to perform its maintenance and repair responsibilities, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto, upon thirty (30) days prior written notice of its intent to do so; except in case of emergency for which no notice is necessary. Stadium Authority shall reimburse County for any such reasonable amounts as billed, plus a ten percent (10%) administrative fee.

1.8.8 The Stadium Authority shall submit a site plan (“Site Plan”) for the proposed Premises to the CDR. In addition, Stadium Authority shall submit an updated Site Plan in connection with any proposed amendment to this Agreement.

## **1.9 CONSTRUCTION STANDARDS, RULES AND REGULATIONS**

All Stadium Facilities by Stadium Authority will be in accordance with the Clark County Code and all other applicable governmental rules and regulations.

Further, design and construction specifications and documents must be reviewed by CDR, County’s Current Planning, Public Works and Building Departments prior to the issuance of a building permit and will be subject to any statute, ordinance, rule or regulation of any other applicable governmental agency, department or authority whether Federal, State or local.

## **1.10 APPROVALS TO BE REASONABLY GIVEN**

It is understood and agreed that all provisions of this Agreement which require approval by or the consent of the County or CDR, except those that are specifically noted as “sole” discretion (which still require responses in a timely manner), will receive timely response and such approvals or consents will not be unreasonably withheld, conditioned or delayed.

## **ARTICLE II**

### **2.1 ASSIGNMENT**

2.1.1 Stadium Authority will not assign its rights or duties hereunder or any estate created hereunder, in whole or in part, except with the prior written consent of County. Further, any such assignment will be specifically subject to all provisions of this Agreement. Except as provided below in this Section 2.1.1, any assignment by Stadium Authority without County’s consent is void.

2.1.1.1 Before any assignment will become effective, the Assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term thereafter. When seeking consent to an assignment hereunder, Stadium Authority will submit a copy of the document or instrument of assignment to County. Any assignment will not release Stadium Authority from its obligations under this Agreement arising prior to the date of assignment.

### **2.2 SUBLEASING**

Stadium Authority will not sublease, rent to, or permit any persons, firms or corporations to occupy any part of the leased Premises without having first complied with the following terms and conditions:

2.2.1 Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Premises as authorized under this Agreement and subject to the provisions of this Agreement.

2.2.2 Any arrangements for the leasing of space or land, other than the StadCo Sublease approved in Section 1.5.2.3, must receive the prior written approval of CDR.

2.2.3 All Subleases of Stadium Authority will be subject to all terms and conditions of this Agreement. In the event of any inconsistency between this Agreement and any Subleases, the provisions of the Agreement shall prevail.

### **2.3 SUCCESSORS AND ASSIGNS**

All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors and assigns of the respective parties hereto and all agreements with Assignees will include all provisions contained in this Agreement.

### **2.4 CONTROL OF PERSONNEL**

Stadium Authority will, in and about the leased Premises, exercise reasonable control over the conduct, demeanor and appearance of its employees, agents and representatives and the conduct of its contractors and suppliers. Upon objection from CDR to Stadium Authority concerning the conduct, demeanor or appearance of such persons, Stadium Authority will, within a reasonable time, remedy the cause of the objection.

### **2.5 SIGNS AND/OR WORKS OF ART**

2.5.1 Stadium Authority will not erect, install, operate, nor cause or permit to be erected, installed, or operated upon Airport property (other than the Premises), any signs or other similar advertising devices for its own business.

2.5.2 Any identifying signs erected, installed, operated or attached to the leased Premises must comply with all applicable laws, rules and regulations, pursuant to Section 3.21.2 below (including those promulgated by County and administered by any applicable County department), but any such signs need not be approved by CDR.

2.5.3 Stadium Authority will not commission, install or display any work of art without the prior written approval of CDR and without a full written waiver by the artist of all rights under the Visual Arts Rights Act of 1990, 17 U.S.C. Sections 106A and 113.

### **2.6 ENTRY AND INSPECTION OF PREMISES**

County, its authorized officers, employees, agents, contractors, subcontractors or other representatives will have the right to enter upon the Premises for the following reasons by providing at least two (2) business days prior written notice and while accompanied by a representative of Stadium Authority (except in an emergency, in which case County will provide concurrent or reasonable subsequent notice specifying the nature of the emergency and the need for immediate entry).

2.6.1 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Stadium Authority has complied and is complying with the terms and conditions of this Agreement.

2.6.2 For the purpose of inspecting the Premises and for fulfilling County's obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Stadium Authority or its Sublessees. County may, however, enter at any time for emergency repairs or maintenance without responsibility to Stadium Authority for loss of business.

No such entry by or on behalf of County upon the Premises will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a

revocation of or interference with any of Stadium Authority's rights in respect thereof for exclusive use of the leased Premises.

The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

## **2.7 INTENTION OF PARTIES**

The Parties hereto intend that the Premises shall be used in a manner consistent with the mission and purpose of one or more of the Parties hereto, and nothing herein shall be construed as intention to waive the statutory and common law limits on liability provide therewith. Further, this Agreement is intended solely for the benefit of County and Stadium Authority, and no provisions shall be deemed to confer upon, either directly or indirectly, any third party or member(s) of the public at large any remedy, claim, liability, reimbursement, cause of action or other right. Any work done or inspection of the Premises by County is solely for the benefit of County and Stadium Authority.

## **2.8 LIENS**

Stadium Authority shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon.

Should Stadium Authority cause any improvements to the premises, Stadium Authority shall cause any contract with any contractor, designer or other person providing work, labor or materials to the Premises to include the following clause: "Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon County-owned property, and will not file a mechanic's lien or otherwise assert any claim against County on account of any work done, labor performed or materials furnished under this Agreement. Contractor agrees to indemnify, defend and hold County harmless from any liens filed upon County's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost."

However, should any lien be placed on the Premises or any improvements thereon, Stadium Authority will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Stadium Authority or any of its contractors or subcontractors upon Stadium Authority's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, Stadium Authority will bond against or discharge the same within thirty (30) days after written request by CDR.

## **2.9 TAXES, LICENSES AND PERMITS**

Stadium Authority will promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of Premises hereunder, including any real property taxes. Stadium Authority shall not be responsible for any of County's franchise, inheritance, income or other tax levied on County or County's right to receive income from the Premises. Stadium Authority may elect, however, at its own cost and expense to contest any such tax, excise, levy or assessment. Stadium Authority will keep current municipal, state or local licenses or permits required for the conduct of its business.

## **2.10 INDEMNITY**

Stadium Authority shall obtain an agreement from any and all Sublessees to indemnify and hold Stadium Authority and County forever harmless from and against all liability, loss, demand, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) imposed

upon Stadium Authority and County by reason of injuries or death of persons (including wrongful death) and damages to property caused during and because of Stadium Authority's use or occupancy of Airport property or the leased Premises or any actions or non-actions of Stadium Authority and County, its officers, employees, agents, or other representatives.

## **2.11 INSURANCE AND BONDS**

### **2.11.1 Bonds**

2.11.1.1 County shall waive the requirement for Stadium Authority's general contractor to furnish Bonds unless County provides reasonable evidence that such general contractor(s) does not possess the financial ability or experience/reputation to complete the faithful performance of the construction of the tenant improvements or installation of equipment. Otherwise, Stadium Authority will require its general contractor to furnish Bonds covering the faithful performance of the construction of the tenant improvements or installation of equipment, payment of all obligations arising thereunder to take effect upon completion of the project, in such a form and amount as CDR may approve. Bonds may be secured through the Contractor's usual sources provided the Surety is authorized and licensed to do business in the State of Nevada.

2.11.1.2 If required by Section 2.11.1.1 above, prior to execution of a construction contract, and not later than ten (10) calendar days after notification of award, Stadium Authority will require its contractor to furnish the following Bonds to CDR:

- (a) Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price.
- (b) Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.

CDR may waive or modify the requirements of this Section 2.11.1 upon written request by Stadium Authority.

2.11.1.3 The Bonds referred to in Section 2.11.1.1 and 2.11.1.2 above will be written on the Payment and Performance Bond and Labor and Material Payment Bond forms approved by CDR.

2.11.1.4 Stadium Authority will require its contractor to require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

2.11.1.5 Any Labor and Material Payment Bond, Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of N.R.S. 680A.300.

### **2.11.2 Insurance**

2.11.2.1 Prior to the commencement of any improvement or equipment installation on or about the Premises, Stadium Authority will require that its construction contractor procure and maintain insurance for such construction and installation protecting both Stadium Authority and County as well as the construction contractor. Such insurance

will provide coverage and limits as are determined customary in the industry by CDR and Stadium Authority. Such insurance will include, but is not limited to:

- General Liability on an “occurrence” basis only
- Automobile Liability
- Builder’s Risk equal to the maximum probable loss covering the project and all materials and equipment.

2.11.2.2 Stadium Authority’s (or its Contractor’s) insurance will be primary as respects County and Stadium Authority, their officers, employees and volunteers acting as agents of County (hereinafter referred to as “volunteers”). Any other coverage available to County, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.

2.11.2.3 Stadium Authority will maintain worker’s compensation in the amounts and form as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Certificates evidencing the valid, effective insurance policies will be provided to and kept on file with CDR.

2.11.2.4 Stadium Authority will keep insured with responsible insurance underwriters any improvements constructed by it upon and within the leased Premises to the extent of not less than one hundred percent (100%) of the full replacement cost of such improvements using the “all risk” form of protection (or comparable coverage) as acceptable to CDR. Stadium Authority will be responsible for insuring against any rental protection resulting in loss of income or extra expense to Stadium Authority.

2.11.2.5 Stadium Authority will obtain and keep in full force and effect a policy(s) of general liability on an “occurrence” basis only and not “claims made.” The coverage must be provided either on ISO Commercial General Liability form, an ISO Broad Form Comprehensive General Liability form, or equivalent, approved by CDR and Stadium Authority. Any exceptions to coverage must be fully disclosed on the required Certificate. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms will be submitted to CDR within ten (10) days after notice to Stadium Authority. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors, with no exclusions of coverage for liability resulting from the hazards of explosion, collapse, and underground property damage.

Stadium Authority will maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury (including death), personal injury and property damage.

2.11.2.6 Stadium Authority will furnish Automobile Liability coverage for claims for damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Stadium Authority will maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit “per accident” for bodily injury and property damage.

- 2.11.2.7 All required insurance coverage as stated in this Section 2.11.2 will be evidenced by a current Certificate(s) of Insurance. Such Certificates will include, but will not be limited to, the following:
- 2.11.2.7.1 All Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.
  - 2.11.2.7.2 Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. If the insurance company providing the coverage has a Best rating of less than A-/VIII, the adequacy of the insurance supplied by Stadium Authority (or its contractor), including the rating and financial health of each insurance company providing coverage, is subject to the approval by CDR. Such approval will not be unreasonably withheld.
  - 2.11.2.7.3 Stadium Authority (or its contractor) will furnish renewal Certificates for the required insurance during the period of coverage required by this Agreement. Stadium Authority (or its contractor) will furnish renewal Certificates for the same minimum coverages as required in this Agreement. If such certificate(s) are not provided in a timely manner, CDR may declare Stadium Authority (or its contractor) in default of its obligation under this paragraph, subject to the cure rights contained in Section 2.14.2.
  - 2.11.2.7.4 County, its officers, employees and volunteers must be covered as additional insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this Agreement. All property insurance policies will contain a waiver of subrogation clause in favor of Clark County.
  - 2.11.2.7.5 Each insurance policy supplied by Stadium Authority (or its contractor) must be endorsed to provide that the amount of coverage afforded to County by the terms of this Agreement will not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail.
  - 2.11.2.7.6 Any deductible, as it relates to coverage provided under this Agreement, will be fully disclosed on the Certificates of Insurance. Any deductible provided will be reasonable and customary for this type of risk.
  - 2.11.2.7.7 If aggregate limits are imposed on the insurance coverage, then the amounts of such limits must be not less than Two Million Dollars (\$2,000,000) per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Stadium Authority's insurer must notify CDR of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate. A modification of the aggregation limitation may be permitted if it is deemed necessary and approved by CDR and Stadium Authority.



- 2.11.2.7.8 If Stadium Authority fails to maintain any of the insurance coverages required herein, then County will have the option to declare Stadium Authority in breach, subject to the cure rights contained in Section 2.14.2, or CDR may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. Stadium Authority is responsible for any expenses paid by County to maintain such insurance and County may collect the same from Stadium Authority.
- 2.11.2.7.9 The insurance requirements specified herein do not relieve the Stadium Authority (or its contractor) of its responsibility or limit the amount of its liability to the County or other persons and the Stadium Authority is encouraged to purchase such additional insurance as it deems necessary.
- 2.11.2.7.10 Stadium Authority (or its contractor) is responsible for and must remedy all damage or loss to any property, including property of County, caused in whole or in part by Stadium Authority or its contractor, any subcontractor or anyone employed, directed or supervised by Stadium Authority. Stadium Authority is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement.
- 2.11.2.7.11 The minimum insurance limits set forth in this Section 2.14.2 are sufficient as of the anticipated Approval Date. It is understood that due to the effect of inflation and/or other factors, it may be necessary for County to raise the minimum insurance limits to protect its interests. Stadium Authority hereby agrees to maintain such insurance limits as may be reasonably required by County under the terms of this Agreement; provided, however, that any increases in limits will not exceed the average increase within the insurance industry in the State of Nevada for comparable insurance coverage.
- 2.11.2.7.12 Stadium Authority shall insure that any and all Sublessees have similar or greater insurance covering the Stadium Authority, County, their officers, employees, and agents from claims arising out of or related to the leased Premises subject to this Agreement.

## **2.12 FIRE PROTECTION**

From time to time and as often as reasonably required by County, Stadium Authority will conduct appropriate tests of any fire extinguishing apparatus located on the Premises. Stadium Authority or its Sublessees will keep in proper functioning order all firefighting equipment located on the Premises.

## **2.13 DAMAGE AND DESTRUCTION**

In the event of damage, destruction, or substantial loss which materially impairs Stadium Authority's ability to operate or loss to any improvements constructed upon the Premises, by any cause, which damage, destruction or loss is not capable of being repaired within sixty (60) days, Stadium Authority will have the option to terminate this Agreement which option will be exercisable by written notice to County within ninety (90) days after the occurrence of such event. In the event Stadium Authority elects to terminate this Agreement based upon such damage, destruction, or substantial, Stadium Authority will be liable for and will pay for all cleanup or demolition of the Premises necessary to make the

Premises ready for repair, replacement, restoration or rebuilding which is not otherwise covered by insurance. In the event Stadium Authority does not exercise such option, or in the event said damage, destruction or loss is capable of being repaired within sixty (60) days, then Stadium Authority will promptly repair, replace, restore or rebuild said improvements.

## **2.14 TERMINATION BY COUNTY**

### **2.14.1 Default by Stadium Authority**

Stadium Authority will be considered in default as Lessee under this Agreement in the event of any one or more of the following occurrences:

- 2.14.1.1 Stadium Authority fails to pay the rental charges or other money payments required by this Agreement when the same are due and the continuance of such failure for a period of ten (10) days after written notice thereof from CDR to Stadium Authority.
- 2.14.1.2 Stadium Authority voluntarily abandons any of the Premises leased or assigned to it or discontinues the conduct and operation of its business at the Premises.
- 2.14.1.3 Stadium Authority will be considered in default of this Agreement if Stadium Authority fails to fulfill any of the other terms, covenants, or conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days unless cured as provided below.

### **2.14.2 Cure**

Stadium Authority will be considered in default of this Agreement if Stadium Authority fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in Section 2.14.1.2 above) after delivery by CDR of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and Stadium Authority will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

- 2.14.2.1 After providing Stadium Authority a notice of default and a reasonable opportunity to cure, County may expend such funds as may be reasonably necessary to correct the cure, and Stadium Authority shall reimburse County for such reasonable expenditures within thirty (30) days' notice of expenditure, accompanied by backup supporting the costs claimed.
- 2.14.2.2 This remedy to cure is in addition to and not in place of the County's ability to terminate this Agreement for the unabated default of Stadium Authority.

### **2.14.3 Termination For Default By Stadium Authority**

If default is made by Stadium Authority as described in Section 2.14.1 or 2.14.2 hereinabove, and such default is not cured as provided in such sections, County may elect to terminate this Agreement with thirty (30) days' written notice to Stadium Authority.

- 2.14.3.1 If County elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed by Stadium Authority.

2.14.3.2 In the event of any termination for default by Stadium Authority, County will have the right to enter upon the Premises and take possession of same. Redelivery and disposal of improvements will be as described in Section 2.17 (entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION) of this Agreement.

## **2.15 TERMINATION BY STADIUM AUTHORITY**

### **2.15.1 Default By County**

County will be considered in default as lessor under this Agreement if County fails to fulfill any of the terms, covenants or conditions set forth in this Agreement if such failure shall continue for a period of more than thirty (30) days after delivery by Stadium Authority of a written notice of such breach or default.

### **2.15.2 Cure**

County will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and County has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

### **2.15.3 Termination For Default By County**

If default is made by County as described in Section 2.15.1 above, Stadium Authority may elect to terminate this Agreement with thirty (30) days' written notice to County.

2.15.3.1 In the event of the termination for default by County, redelivery and disposal of improvements will be as described in Section 2.17 (entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION) of this Agreement.

2.15.3.2 In the event of any termination for default by County, it will in no way prejudice the right of action for rental arrearages owed by Stadium Authority.

2.15.3.3 Stadium Authority reserves the rights to any remedies it may have at law or in equity arising from County's breach of this Agreement.

## **2.16 WAIVERS AND ACCEPTANCE OF FEES**

2.16.1 No waiver of default by either party hereto of any of the terms, covenants or conditions hereof to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed.

2.16.2 No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by Stadium Authority will be deemed a waiver on the part of County of its right to terminate this Agreement on account of such default.

2.16.3 Subject to the cure rights contained in Section 2.14.2, no acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by County will be deemed a

waiver on the part of Stadium Authority of its right to terminate this Agreement on account of such default.

## **2.17 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION**

2.17.1 Stadium Authority covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender such leased Premises in good repair and condition, excepting reasonable wear and tear, acts of God, the public enemy or the action of the elements.

2.17.2 Upon termination of this Agreement howsoever caused, County will require Stadium Authority to remove from the leased Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Stadium Authority.

For purposes of this Section 2.17.2, the words “equipment, trade fixtures and personal property” will include, but not be limited to, signs (electrical or otherwise) used to advertise or identify Stadium Authority’s business, all equipment used in connection with the conduct of its business whether or not such equipment is attached to the Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the leased Premises and used in connection with Stadium Authority’s business thereon.

2.17.3 Upon termination of this Agreement, howsoever caused, County will have option to require either of the following by giving written notice prior to the date of termination:

2.17.3.1 Stadium Authority will, commencing within thirty (30) days following the termination date, remove all or part (as determined by CDR) of the permanent improvements made to or placed upon the Premises by Stadium Authority. Stadium Authority agrees that it will use due diligence in completing the removal as may be required herein.

2.17.3.2 Stadium Authority will leave in place all or part, as determined by CDR, of the permanent improvements whereupon title and ownership will pass to and vest in County without any further consideration required from County. Stadium Authority agrees that it will immediately provide any transfers of title to County as may be required.

2.17.3.3 If no written notice is received by Stadium Authority from County prior to termination of this Agreement pursuant to this Section 2.17.3, Section 2.17.3.2 above will apply.

For purposes of this Section 2.17.3, the words “permanent improvements” means all property of Stadium Authority upon the Premises which will include, but not be limited to, paving, fencing, lighting, structures and related appurtenances.

## **2.18 RECOVERY OF PREMISES**

2.18.1 County may, in its unlimited discretion, at any time during the term of this Agreement or any extensions thereof, recover all or any part of the Premises for other Airport or public uses (except for Stadium Facilities purposes). Prior to the exercise of this power of recovery, County agrees to give Stadium Authority thirty (30) days prior written notice of its intention to exercise this power.

- 2.18.2 In the event of any partial condemnation or recovery by any public agency, Stadium Authority will be entitled to file an action to receive condemnation proceeds for recovery of its leasehold improvements and its leasehold interest.
- 2.18.3 In the event of a partial condemnation or recovery by any public agency, this Agreement shall remain in full force and effect as to the portion of the Premises remaining.

On a partial recovery, all sums, including damages and interest, awarded for the fee or the leasehold or both shall (i) be delivered to County and Stadium Authority, respectively, if such award has been apportioned between County and Stadium Authority by such condemning authority, or (ii) be deposited promptly with an escrow agent selected by Stadium Authority in the reasonable exercise of its discretion if there is only a single award, to be distributed and disbursed as follows:

- (a) First, to taxes constituting a superior lien on the portion of the Premises taken; and
- (b) Second, to County an amount equal to the then present value of County's interest in the income stream from rental payments attributable to the portion of the Premises being taken, measured by the diminution in rental payments, plus an amount equal to the then present value of the reversionary interest of County at the expiration of this Agreement in that portion of the real property underlying the Premises that is taken in such partial recovery.

Sums being held by an approved escrow agent pending disbursement shall be deposited in one or more federally insured interest-bearing account(s) and, upon disbursement, each party having a right to any of the sums being disbursed shall be entitled to receive the interest attributable to its share of said sums.

- 2.18.4 Notwithstanding any language to the contrary in this Section 2.18, in the event of partial taking of the Premises by condemnation, if, in the opinion of County and Stadium Authority, the remainder of the Premises are suitable for continued operation, this Agreement shall not terminate in regard to the portion not taken.

### **ARTICLE III**

#### **3.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE**

Stadium Authority, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Stadium Authority will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

#### **3.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF PREMISES**

Stadium Authority, for itself, its personal representatives, successors in interest and assigns and as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- 3.2.1 No person on the grounds of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, religion, disability or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 3.2.2 That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, religion, disability or age will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
- 3.2.3 That Stadium Authority will use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

**3.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1 AND 3.2 ABOVE**

In the event of breach of any of the nondiscrimination covenants described in Sections 3.1 and 3.2 above, County will have the right to terminate this Agreement and to reenter and repossess this land and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This provision, however, does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights. Promptly upon the receipt of any complaint or other notice alleging violation of the covenants in Sections 3.1 and 3.2 above, County will notify Stadium Authority and will provide Stadium Authority the opportunity to defend the same.

**3.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES**

Stadium Authority will furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof as required by state and federal law and it will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Stadium Authority may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

**3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4**

Noncompliance with Section 3.4 above will constitute a material breach of this Agreement and in the event of such noncompliance, County will have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of County or the United States of America either or both said Governments will have the right to judicially enforce the provision.

**3.6 STADIUM AUTHORITY'S OBLIGATION 49 CFR PART 26, SUBPART F**

- 3.6.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 26, Subpart F. Stadium Authority agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any agreement covered by 49 CFR Part 26, Subpart F.
- 3.6.2 Stadium Authority agrees to include the language in Sections 3.1 through 3.6.1 above in any subsequent Sublease, professional services and/or construction agreements that it enters and cause those businesses to similarly include the statements in further agreements; provided however, that the foregoing is neither intended to nor shall require any Sublessee to include any such provisions in any contracts or agreements relative to the operations of its business. Such inclusion may be made by way of reference to such sections (as opposed to restatement of such sections in any such agreement).

### **3.7 SUBLEASE NONDISCRIMINATION COMPLIANCE**

Stadium Authority hereby assures it will include Sections 3.1 through 3.6.1 above in all Subleases and cause Sublessees to similarly include such sections in further Subleases; provided however, that the foregoing is neither intended to nor shall require any Sublessee to include any such provisions in any contracts or agreements relative to the operations of its business. Such inclusion may be made by way of reference to such sections (as opposed to restatement of such sections in any such Sublease).

### **3.8 STADIUM AUTHORITY OBLIGATION**

Stadium Authority hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise be discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 26 on the grounds of race, color, national origin or sex.

### **3.9 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION**

Stadium Authority assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Stadium Authority or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. Compliance with the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., as amended, by Stadium Authority, shall be considered compliance with Stadium Authority's duty to assure that no person shall, on the grounds of handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

### **3.10 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS**

3.10.1 Stadium Authority assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Stadium Authority assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Stadium Authority assures that it will require that its covered sub-organizations provide assurances to Stadium Authority that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

3.10.2 Stadium Authority agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the Affirmative Action Program, and by any Federal, State, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Stadium Authority agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR, Subpart 152.409. Stadium Authority agrees to obtain

a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 CFR Part 152, Subpart E.

3.10.3 In the event Stadium Authority employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart 152.409. Such program will be updated on an annual basis. Should Stadium Authority employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.10.4 This Section 3.10 is not intended to apply to any Sublessee of Stadium Authority.

### **3.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION**

County reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or view of Stadium Authority and without interference or hindrance by Stadium Authority. Further, County retains the absolute right to maintain, repair, develop and expand the terminal building, any other Airport facility, Airport improvement or Airport property free from any and all liability to Stadium Authority for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

### **3.12 MAINTENANCE, REPAIR, DIRECTION AND CONTROL**

County reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Stadium Authority in this regard. These areas will include, but are not limited to, those areas which are not necessary to serve the aeronautical users of the Airport, except that County will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants whether such area serves aeronautical users or otherwise.

### **3.13 AGREEMENTS WITH THE UNITED STATES OF AMERICA**

This Agreement will be subject and subordinate to the provisions and requirements of any existing or future agreement between County and the United States of America relative to the development, operation or maintenance of the Airport. Notwithstanding the foregoing, County agrees that no existing agreements between County and the United States of America relating to the same currently prohibit or materially affect the use and/or operation of the Premises as contemplated under this Agreement. Should any future agreements between County and the United States of America materially impair the use of the Premises, such agreements shall be considered an action to recover the Premises under Section 2.19 above.

### **3.14 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA**

This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.



**3.15 PART 77 OF FEDERAL AVIATION REGULATIONS**

Stadium Authority agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.

**3.16 NONEXCLUSIVE**

It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) and 47107(a)(4).

**3.17 AIRSPACE**

There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of Aircraft in the airspace above the surface of the Premises herein leased. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any Aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of County will result from the exercise of this right.

**3.18 AIRPORT OBSTRUCTIONS**

Stadium Authority by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which will exceed such maximum height as may be stipulated by County. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by County. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut down the offending tree all of which will be at the expense of Stadium Authority and without liability to County.

**3.19 AIRPORT HAZARDS**

Stadium Authority by accepting this Agreement agrees for itself, its successors and assigns, that it will not make use of the Premises in any manner which might interfere with the landing and taking off of Aircraft from the Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of Stadium Authority and without liability of any kind.

**3.20 AIRPORT RULES AND REGULATIONS AND AIRPORT OPERATING DIRECTIVES**

County, through its Designated Representative, will have the right to adopt, amend and enforce reasonable rules and regulations and operating directives with respect to use of and the conduct and operation of the Airport, its terminal buildings or any improvements within the present or future boundaries of the Airport which Stadium Authority agrees to observe and obey.

**3.21 COMPLIANCE WITH PUBLIC AUTHORITIES**

3.21.1 Stadium Authority will not use or permit the use of the demised Premises or any other portion of the Airport for any purpose or use other than authorized by this Agreement or as may be authorized by other, separate, written agreement with County.

- 3.21.2 Stadium Authority, its employees, representatives or agents will comply with all present or future laws, rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or the demised Premises as may from time to time be promulgated by Federal, State or local governments and their authorized agencies. Stadium Authority will provide copies of all notices, reports, claims, demands or actions concerning any violations of note to County upon written request.

### **3.22 ENVIRONMENTAL POLICY**

#### **3.22.1 Violation of Environmental Laws**

Stadium Authority will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, transported to or from, or otherwise released on, under or about the Premises or transported to and from the Premises by Stadium Authority, its Sublessees, their agents, employees, contractors, invitees, or a third party in violation of the Environmental Laws as defined in Section 1.1 (entitled DEFINITIONS) above.

- 3.22.1.1 CDR will have access to the Premises to inspect same to insure that Stadium Authority is using the Premises in accordance with environmental requirements.

- 3.22.1.2 Stadium Authority, at CDR's reasonable written request, at Stadium Authority's expense, will conduct such testing and analysis as necessary to ascertain whether Stadium Authority is using the Premises in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Stadium Authority and subject to CDR's reasonable written approval. Copies of such reports from any such testing will be provided to CDR.

- 3.22.1.3 Stadium Authority will provide copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

#### **3.22.2 Contamination of Premises**

If the presence of any Hazardous Material on, under or about the Premises caused or permitted by Stadium Authority results in any contamination of the Premises, in violation of an Environmental Law, Stadium Authority will promptly take all actions, at its sole cost and expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. Stadium Authority will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Premises as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all environmental requirements; provided, however, County will be solely responsible for any environmental condition existing on or about the Premises prior to the Approval Date or any environmental conditions caused by County during the term or arising in any way and at any time from the Airport. Such procedures are subject to:

- 3.22.2.1 Prior written approval of CDR, which approval will not be unreasonably withheld. Stadium Authority will submit to CDR a written plan for completing all remediation work. CDR retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

3.22.2.2 Such actions of remediation by Stadium Authority will not potentially have any material adverse long-term effect on the Premises in the reasonable judgment of CDR.

### 3.22.3 Compliance with All Governmental Authorities

Stadium Authority will promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws as defined in Section 1.1 (entitled DEFINITIONS) of this Agreement.

3.22.3.1 Should the Government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Premises which occur during the term of this Agreement then Stadium Authority shall prepare and submit required plans and financial assurances, and carry out the approved plans. Stadium Authority will promptly provide all information requested in writing by CDR to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

3.22.3.2 Stadium Authority's obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Premises during the term of this Agreement.

3.22.3.3 This indemnification of County by Stadium Authority includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Stadium Authority, or any other work required by any Federal, State or local governmental agency or political subdivision because of hazardous material located on the Premises or present in the soil or ground water on, under or about the Premises.

3.22.3.4 The parties agree that County's right to enforce Stadium Authority's promise to indemnify is not an adequate remedy at law for Stadium Authority's violation of any provision of this Agreement. County will also have the rights set forth in Section 3.22.4 (entitled County's Termination Rights for Violation of Environmental Laws), or Section 2.14 (entitled TERMINATION BY COUNTY) of this Agreement, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

### 3.22.4 County's Termination Rights for Violation of Environmental Laws

3.22.4.1 Stadium Authority's failure or its Sublessees, their agents, employees, contractors, invitees, or the failure of a third party to comply with any of the remediation requirements of this Agreement or applicable Environmental Laws will constitute a material default under this Agreement and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which County may resort cumulatively, or singularly, in the alternative:

3.22.4.1.1 County may, at County's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days'

written notice to Stadium Authority, to make payments required of Stadium Authority or perform Stadium Authority's obligations and be reimbursed by Stadium Authority for the cost thereof, unless such payment is made or obligation performed by Stadium Authority within such ten (10) day period.

3.22.4.1.2 County may, at County's election, terminate this Agreement upon written notice to Stadium Authority as provided in Section 2.14 (entitled TERMINATION BY COUNTY) above. If this Agreement is terminated under this provision, Stadium Authority waives all rights against County, including, but not limited to, breach of contract, costs of design, installation or construction of improvements and/or interruption of business.

3.22.4.1.3 Notwithstanding any other provision in this Agreement to the contrary, County will have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of Environmental Law on, under or about the Premises.

### **3.23 AMERICANS WITH DISABILITIES ACT**

Stadium Authority will throughout the term of this Agreement be in compliance with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq.

## **ARTICLE IV**

### **4.1 FORCE MAJEURE**

Neither County nor Stadium Authority will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of governmental authority, unusual weather conditions, floods, riots, rebellion or sabotage. However, the provisions of this Section will not apply to failure by Stadium Authority to pay rents, fees or any other money payments required under other provisions, covenants or agreements contained in this Agreement.

### **4.2 QUIET ENJOYMENT**

County agrees that, on payment of the rentals and fees and performance of the covenants, conditions and agreements on the part of Stadium Authority to be performed hereunder, Stadium Authority will have the right to exclusively and peaceably occupy and enjoy the Premises.

### **4.3 NON-LIABILITY OF INDIVIDUALS, LIMITATION OF LIABILITY**

No officer, member, manager, agent or employee of either party to this Agreement will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution or attempted execution. Notwithstanding anything to the contrary contained in this Agreement, neither party hereto shall be liable to the other for any punitive or special damages and each party does hereby waive any claim to such damages.

#### **4.4 NOTICES**

Any notice or communication to be given under the terms of this Agreement (“Notice”) shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, by nationally-recognized courier, or registered or certified mail, return receipt requested. Notices shall be addressed as follows:

If to County: Clark County, Nevada  
Department of Real Property Management  
500 South Grand Central Parkway, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89155-1825  
Attn: Lisa Kremer, Director  
FAX: (702) 455-4055

If to Stadium Authority: Stadium Authority Board  
c/o Applied Analysis  
3753 Howard Hughes Parkway  
Las Vegas, NV 89169  
Attn: Steve Hill, Chairman

#### **4.5 HEADINGS, TITLES OR CAPTIONS**

Article, section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement.

#### **4.6 INVALID PROVISIONS**

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Stadium Authority in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Should any portion of this Agreement be determined by any court of competent jurisdiction to be in violation of the SNPLMA it is expressly agreed that Stadium Authority and County will negotiate in good faith to modify such terms or portions of this Agreement in order to comply with such Act. County and Stadium Authority agree that they will negotiate in good faith to resolve any issue regarding compliance with the Act for a period of ninety (90) days. If the parties cannot agree on a resolution during such period, either party may terminate this Agreement with ninety (90) days written notice to the other party.

#### **4.7 STATE OF NEVADA LAW**

This Agreement will be interpreted under and governed by the laws of the State of Nevada.

#### **4.8 CONSENT TO AMENDMENTS**

In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Stadium Authority agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Any

expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be born solely by Stadium Authority.

**4.9 ADVERSE TENANCY**

Any unauthorized holding over by Stadium Authority for more than one hundred eighty (180) days after the termination of this Agreement or the expiration of its terms without the written consent of County, except for the period authorized for removal of Stadium Authority's property upon the expiration or termination hereof, shall entitle County to collect from Stadium Authority as liquidated damages for such holding over, one hundred twenty five percent (125%) of the then rent. County may perfect a lien on the property of Stadium Authority as security for the payment of any damages or unpaid rentals, fees, and/or revenues and shall be entitled to collect the same by foreclosure of such lien and sale of such property. Nothing herein shall limit County's rights to seek immediate eviction.

**4.10 DISPUTES**

Any and all disputes arising under this Agreement, which cannot be administratively resolved, shall be determined according to the laws of the State of Nevada, and Stadium Authority agrees that the venue of any such dispute, shall be in Clark County, Nevada. Stadium Authority agrees as a condition of this Agreement that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

**4.11 GENDER**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**4.12 ENTIRE AGREEMENT**

4.12.1 This document represents the entire agreement between the parties hereto and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest, and supersedes all prior oral or written agreements and understandings with respect to the subject matter hereof. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other party being expressly waived.

4.12.2 The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

4.12.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

**4.13 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be.

**4.14 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

**4.15 SUSPENSION AND ABATEMENT**

In the event that County's operation of the Airport or Stadium Authority's operation from the Premises should be restricted substantially by action of the federal government or agency thereof or by any judicial or legislative body, then either party hereto will have the right, upon written notice to the other, to a suspension of this Agreement and an abatement of an equitable proportion of the payments to become due hereunder, from the time of such notice until such restrictions will have been remedied and normal operations restored.

**4.16 FURTHER ASSURANCES**

Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

*(Intentionally left blank – signature page to follow)*

IN WITNESS WHEREOF, County and Stadium Authority have executed these presents as of the day and year first above written.

**COUNTY:**

COUNTY OF CLARK, a political subdivision  
of the State of Nevada

---

LISA KREMER  
Director of Real Property Management

APPROVED AS TO FORM:  
STEVEN B. WOLFSON, District Attorney

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MARY-ANNE MILLER  
County Counsel

**STADIUM AUTHORITY:**

CLARK COUNTY STADIUM AUTHORITY, a political subdivision  
of the County of Clark

By: STADIUM AUTHORITY BOARD

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STEVE HILL  
Chairman



**EXHIBIT A**

**Description of Premises**

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

PARCEL 1: (APN: 177-05-801-011)

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 127 in said section.

PARCEL 2: (APN: 177-05-801-012)

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 125 in said section.

PARCEL 3: (APN: 177-05-801-024)

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 160 in said section.

PARCEL 4: (APN: 177-05-801-025)

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 162 in said section.

PARCEL 5: (APN: 177-05-801-026)

The North Half (N ½) of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., being also described as the North Half (N ½) of Government Lots 164, 166 and 175 in said section.

Excepting therefrom that portion as dedicated to the County of Clark in the document recorded November 9, 2017 in Book 20171109, as Instrument No. 02319, of Official Records.

**EXHIBIT B**

**StadCo Sublease**

**(attached)**

## SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between Las Vegas Stadium Authority (“Sublandlord”), and LV Stadium Events Company LLC, a Nevada limited liability company (“Subtenant”). For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Master Lease. In this Sublease, the following terms have the meaning given to them:

a. **Master Lease:** Lease Agreement dated \_\_\_\_\_, 2019 between County of Clark, a political subdivision of the State of Nevada, as County (“Master Landlord”), and Sublandlord, as Stadium Authority. A copy of the Master Lease is attached to this Sublease as Exhibit A and is made a part of this Sublease by this reference.

b. **Stadium Lease:** Stadium Lease Agreement dated March 29, 2018 between Sublandlord, as landlord, and Subtenant, as tenant.

c. **Subleased Premises:** The entirety of the Premises demised to Sublandlord under the Master Lease containing approximately 19.18 acres of improved real property as more particularly described in Exhibit B attached hereto and made a part of this Sublease by reference.

2. **Agreement.** Sublandlord subleases the Subleased Premises to Subtenant, and Subtenant subleases the Subleased Premises from Sublandlord according to the terms of this Sublease. Notwithstanding the foregoing, upon Subtenant’s acceptance of the Subleased Premises, the Subleased Premises shall be deemed part of the Premises, as such term is defined in the Stadium Lease, and subject to all terms and conditions contained within the Stadium Lease, except as otherwise set forth in this Sublease. To the extent of any conflict between the terms of the Stadium Lease and the Master Lease, the agreement containing the more restrictive term shall control. A default by Subtenant under this Sublease shall be a StadCo Event of Default under the Stadium Lease.

3. **Acceptance of Subleased Premises.** Sublandlord will deliver the Subleased Premises, and Subtenant will accept the Subleased Premises, in an “as-is” condition on the Sublease Commencement Date (defined below) without any representation or warranty by Sublandlord. Subtenant agrees that Sublandlord shall have no obligation to do any work or make any installation or alteration of any kind to the Subleased Premises.

4. **Term.** Unless sooner terminated in accordance with this Sublease, the term of this Sublease (the “Sublease Term”) shall be conterminous with that of the Master Lease. For the avoidance of doubt, the Sublease Term shall commence on the Effective Date of the Master Lease (the “Sublease Commencement Date”). The terms of the Stadium Lease shall not apply to this Section 4.

5. **Extension Option.** Subtenant shall have the option to extend the term of this Sublease for three (3) periods of one (1) year each (each a “Sublease Extension Term”) by providing Sublandlord with written notice of its election to exercise such option at least one hundred (100) days prior to the Termination Date, upon the terms and conditions contained in the Master Lease. Subtenant’s Rent payable during each Sublease Extension Term shall be equal to the rent payable under the Master Lease. Upon Tenant’s timely exercise of the above referenced extension option, Sublandlord shall timely exercises its right to extend the term of the Master Lease pursuant to Section 1.2.4 of the Master Lease. The terms of the Stadium Lease shall not apply to this Section 5.

6. **Rent.** Beginning on the Rent Commencement Date of the Master Lease and continuing during the Sublease Term, Subtenant will pay Sublandlord monthly rent (“Subtenant’s Rent”) for the Subleased Premises equal to the rent owed by Sublandlord to Master Landlord under Section 1.6 and, if applicable, 4.9 of the Master Lease according to the terms and provisions thereof. In addition, Subtenant shall pay to Sublandlord all monetary obligations of Sublandlord arising under the Master Lease, which amounts shall be due and payable by Subtenant to Sublandlord ten (10) days prior to when any such amounts become due and payable in accordance with the terms and conditions of the Master Lease. All payments made by Subtenant to Sublandlord pursuant to this Section 6 shall be made without any set-off, deduction or abatement whatsoever. If Subtenant shall fail and refuse to pay any amount hereunder when due, Subtenant shall pay all late charges and/or interest thereon in accordance with the provisions of the Master Lease applicable to late payments thereunder. The manner of payment of all payments payable by Subtenant to Sublandlord pursuant to this Section 6 shall be the same as required by the Master Lease for payments made by Sublandlord to Master Landlord thereunder. The terms of the Stadium Lease shall not apply to this Section 6.

7. **Alterations.** Subtenant shall not make any alterations, additions, or improvements to the Subleased Premises without Sublandlord’s prior written consent, which consent shall not be unreasonably withheld, and in compliance with the Master Lease. The terms of the Stadium Lease shall not apply to this Section 7.

8. **Assignment and Subletting.** No portion of the Subleased Premises or of Subtenant’s interest in this Sublease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law or act of Subtenant, without the prior written consent of Sublandlord and Master Landlord in accordance with the Master Lease, which consents shall not to be unreasonably withheld. The terms of the Stadium Lease shall not apply to this Section 8.

9. **Master Lease.** This Sublease is subject to the Master Lease. The provisions of the Master Lease are incorporated into this Sublease as though Sublandlord were the Master Landlord under the Master Lease and Subtenant were the Tenant under the Master Lease; provided, however, no representations or warranties made in the Master Lease by Master Landlord to Sublandlord shall be incorporated into this Sublease as having been made by Sublandlord to Subtenant, and no representations or warranties made in the Master Lease by Sublandlord, as tenant thereunder, to Master Landlord shall be incorporated into this Sublease as having been made by Subtenant to Sublandlord. Subtenant has received a copy of the Master Lease. Neither party hereto will cause, or allow to be caused by anyone acting by, through or under each party hereto, any default under the Master Lease. Sublandlord shall promptly provide to Subtenant copies of all correspondence from Master Landlord to Sublandlord relating to the Master Lease and/or this Sublease. In the event the Master Lease terminates or expires for any reason, this Sublease shall automatically terminate as well. The rights and obligations created by the Master Lease which are conferred to or imposed upon Sublandlord as Tenant under the Master Lease are hereby conferred to and imposed upon Subtenant, and all of such rights conferred to the Master Landlord as Landlord under the Master Lease are hereby conferred to Sublandlord, as Sublandlord under this Sublease. Subtenant does hereby assume and agree to be bound by and perform all of the terms, covenants and conditions on Sublandlord’s part to be performed under the Master Lease. With respect to any such actions that Subtenant desires to take for which the Master Lease requires the approval or consent of Master Landlord, Subtenant shall request such approval or consent from Sublandlord and Sublandlord shall request such approval or consent from Master Landlord.

10. **Indemnity.** Subtenant shall indemnify, defend and hold Sublandlord and Master Landlord forever harmless to the same extent as (i) Sublandlord is obligated to indemnify, defend and hold harmless Master Landlord under the Master Lease or (ii) Subtenant is obligated to indemnify, defend and hold harmless Sublandlord under the Stadium Lease, whichever is greater.

11. **Insurance.** Subtenant shall maintain with respect to the Subleased Premises all insurance policies required to be maintained under the Master Lease, including the naming of the entities which under the Master Lease are required to be named as additional insured under such policies.

12. **Cooperation and Enforcement.** Sublandlord shall use good faith efforts to enforce all of its rights against Master Landlord under the Master Lease on behalf of Subtenant and to otherwise cooperate with and assist Subtenant in fulfilling its purposes for entering into this Sublease as it relates to the use of the Premises.

13. **Notices.** All notices and other communications required under this Sublease shall be in writing and shall be given by United States registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) or overnight delivery service addressed as follows:

If to Sublandlord: Stadium Authority Board  
c/o Applied Analysis  
3753 Howard Hughes Parkway  
Las Vegas, NV 89169  
Attn: Steve Hill, Chairman

If to Subtenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each notice shall be deemed given and received on the date delivered.

14. **Headings, Titles or Captions.** Article, section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Sublease.

15. **Invalidity.** It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision herein contained.

16. **State of Nevada Law, Disputes.** This Sublease will be interpreted under and governed by the laws of the State of Nevada. The parties hereto agree that the venue of any such dispute, shall be in Clark County, Nevada.

17. **Entire Agreement.** This document represents the entire agreement between the parties hereto and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest, and supersedes all prior oral or written agreements and understandings with respect to the subject matter hereof. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Sublease or the making or entry into this Sublease, except as in this Sublease expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Sublease, any other written or oral agreement with the other party being expressly waived. The parties hereto acknowledge that they have thoroughly read this Sublease, including any exhibits or attachments

hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

18. **Authority**. The individuals executing this Sublease personally warrant that they have full authority to execute this Sublease on behalf of the entity for whom they are acting herein.

19. **Successors and Assigns**. This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be.

20. **Further Assurances**. Each party to this Sublease shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Sublease and to carry out its provisions.

*[remainder of page intentionally left blank]*

Sublandlord and Subtenant have executed this Sublease as of the date first above written.

**SUBLANDLORD:**

CLARK COUNTY STADIUM AUTHORITY, a political subdivision  
of the County of Clark

By: \_\_\_\_\_  
STEVE HILL  
Chairman

**SUBTENANT:**

LV STADIUM EVENTS COMPANY LLC,  
a Nevada limited liability company

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

EXHIBITS

Exhibit A--The Master Lease  
Exhibit B--Subleased Premises

**EXHIBIT A**

**The Master Lease**

*[attached]*



**EXHIBIT B**

**Subleased Premises**

*[attached]*