

SUMMARY OF NON-RELOCATION AGREEMENT

- **Parties:** Clark County Stadium Authority (the “Authority”) and Raiders Football Club, LLC (“TeamCo”) who is an affiliate of LV Stadium Events Company, LLC (“StadCo”), and the owner of the Oakland Raiders NFL team (the “Team”).
- **Term:** The Term begins upon substantial completion of the construction of the Stadium and ends upon the earlier of (i) thirty (30) years thereafter or (ii) termination of the Stadium Lease or later if the Team Use Agreement remains in effect.
- **Covenant to Play:** TeamCo covenants to cause the Team to play all of its NFL Home Games during the Term in the Stadium, except for one regular season NFL Home Game per season which may be played outside of the Stadium. If the Stadium is not suitable for the playing of an NFL football game on the scheduled date (due to fire or other casualty, force majeure or eminent domain), TeamCo must attempt to reschedule the affected NFL Home Game at the Stadium on a different date. If TeamCo is unable to so reschedule, TeamCo shall have the right to play the affected NFL Home Game at an alternate site, provided that TeamCo must use commercially reasonable, good faith efforts to play the game at an alternate site located within the boundaries of the Stadium District.
- **Non-Relocation:** Unless otherwise expressly permitted by the terms of the Non-Relocation Agreement, TeamCo shall not allow the Team, during the Term, to play any of its NFL Home Games anywhere other than the Stadium and shall not apply for or seek Approval from the NFL to play, during the Term, its NFL Home Games outside the Stadium or enter into agreements or substantive negotiations with third parties concerning the Team’s right to do same. Further, except during the last seven (7) years of the Term, TeamCo shall not enter into agreements or negotiations for the playing of NFL Home Games after the expiration of the Term at a location other than the Stadium.
- **Default and Remedies:** TeamCo’s breach of the non-relocation covenants above shall give rise to the Authority’s right to seek and obtain injunctive or declaratory relief (but only if the Authority has not obtained liquidated damages), liquidated damages (but only if the Authority has not obtained injunctive or declaratory relief and only if the breach is the actual playing of an NFL Home Game in violation of the terms of the Non-Relocation Agreement), terminate the Non-Relocation Agreement and seek all other remedies available at law or in equity. TeamCo’s failure to perform any other agreement contained in the Non-Relocation Agreement or TeamCo’s making of a

materially incorrect representation shall give rise to the Authority's right to pursue any and all remedies available to the Authority at law or in equity, except for liquidated damages.

- **Liquidated Damages:** If TeamCo allows an NFL Home Game to be played at a location other than the Stadium during the Term (other than as permitted in the Non-Relocation Agreement), TeamCo will be liable for liquidated damages in an amount equal to the result of the sum of (i) the initial outstanding principal amount of the bonds issued pursuant to Section 36(2) of the Act, *minus* (ii) the amount of scheduled principal payments on such bonds (whether or not such payments are actually made) pursuant to the original debt service payment schedule set out in the bond ordinance (or other applicable definitive documentation) at the time of the issuance of the bonds, as determined on the date such liquidated damages are deemed payable, *plus* (iii) accrued and unpaid interest (excluding any default interest), fees and expenses in respect of the bonds as of the date such liquidated damages are deemed payable. So long as Mark Davis directly or indirectly controls TeamCo, the Authority must seek an injunction or specific performance prior to instituting a suit for liquidated damages.

- **Targeted Tax:** If the State of Nevada, Clark County, the Authority or any other governmental entity controlled by some or all of the foregoing imposes a "targeted tax," the Team will be relieved of its obligation to play its NFL Home Games in the Stadium (and TeamCo will not be liable for liquidated damages), if TeamCo provides notice to the Authority of TeamCo's intent to relocate the Team within 36 months after the passage of the "targeted tax" and the Team ceases to play its NFL Home Games at the Stadium within 36 months after TeamCo provided the notice. A "targeted tax" is a tax that is not of general application, but rather is targeted at StadCo, TeamCo, the Team or the activities at the Stadium or the revenues deemed therefrom. A "targeted tax" also includes any ad valorem or property tax on any portion of the Stadium owned by the Authority.

- **Sale of Franchise:** TeamCo does not have the right to sell or transfer the Team or the Team's interest in the Franchise without the Approval of the Authority unless (i) the transferee assumes full responsibility for all of TeamCo's obligations under the Non-Relocation Agreement, (ii) the transferee succeeds to TeamCo's interest under all of the other Project Documents, and (iii) the NFL Approves such sale or transfer.

- **Assignment of TeamCo's Interest:** TeamCo does not have the right to sell or transfer its rights under the Non-Relocation Agreement without the Approval of the Authority unless (i) the transferee assumes full responsibility for all of TeamCo's obligations under the Non-Relocation Agreement, (ii) the transferee succeeds to TeamCo's interest under all of the other Project Documents, and (iii) the NFL Approves such sale or transfer.
- **TeamCo Reps and Warranties:** The Non-Relocation Agreement contains customary TeamCo representations and warranties consistent with the terms of other NFL Non-Relocation Agreements.
- **Authority Reps and Warranties:** The Non-Relocation Agreement contains customary Authority representations and warranties consistent with the terms of other NFL Non-Relocation Agreements.
- **Amendment:** Any amendment of the Non-Relocation Agreement is required to be made in accordance with NFL Rules and Regulations.