



25-128R

March 12, 2018

Revised March 15, 2018

Clark County Stadium Authority
c/o Applied Analysis
6385 S. Rainbow Blvd., Suite 105
Las Vegas, Nevada 89118
Attention: Jeremy Aguero
E-mail: jaguero@appliedanalysis.com

LV Stadium Events Company, LLC
6623 Las Vegas Blvd. South, Suite 380
Las Vegas, Nevada 89119
Attention: Don Webb
E-mail: dwebb@lvstadiumcompany.com

**Re: Las Vegas NFL Stadium (the “Project”)
5617 Dean Martin Drive
Las Vegas, Nevada**

Dear Mr. Aguero and Mr. Webb:

Jones Lang LaSalle Americas, Inc. (“JLL”, “our”, or “we”) agrees that the Clark County Stadium Authority (the “Authority”) may “use and rely” on our (i) forthcoming *Review Reports of Plans, Specifications, and Construction-Related Documents* (the “Preliminary and Final Review Report”), (ii) monthly *Site Observation Reports* (each, a “Monthly Site Observation Report”) through completion of the Project, including *Site Observation Reports 1 through 6* previously delivered by JLL to Bank of America, N.A. (“Bank of America”), and (iii) Final Report regarding the Project (the “Final Report”, and together with the Preliminary Review Report and the Monthly Site Observation Reports, collectively, the “JLL Project Reports”), as if the JLL Project Reports were produced for the Authority. All JLL Project Reports will be produced in accordance with the agreement between JLL and Bank of America, dated May 11, 2017 (the “BOA Engagement Letter”), and will reflect the scope set forth in the excerpt of the BOA Engagement Letter attached hereto as Exhibit A.

Upon delivery of each JLL Project Report to the Authority, JLL shall certify to the Authority that (i) each such JLL Project Report represents JLL’s latest independent opinion of the Project as of the date of JLL’s most recent site visit, determined to the best of JLL’s knowledge and using prevailing professional standards for construction monitoring, (ii) that JLL has performed its work in accordance with the scope set forth on Exhibit A, and (iii) that there has been no change in the scope of JLL’s engagement with Bank of America pursuant to the BOA Engagement Letter or otherwise, except as expressly disclosed in such certification.



In the event any other reporting related to the Project is provided to Bank of America by JLL, JLL will provide such reporting to the Authority on a reliance basis, subject to payment of reliance fees by LV Stadium Events Company, LLC (“Stadco”), which reliance fees shall be separately agreed among JLL and StadCo.

We hereby certify to the Authority that our *Site Observation Report 6* represents our latest independent opinion of the Project as of the date of our site visit of February 6, 2018, determined to the best of our knowledge and using prevailing professional standards for construction monitoring.

As a condition to JLL’s provision of the JLL Project Reports on a reliance basis to the Authority as specified herein, the following fees will be due and payable to JLL by StadCo:

- \$6,000** due upon electronic submission of the referenced **Preliminary Review Report** to the Authority, and
- \$4,000** due upon electronic submission of the referenced **Final Report** to the Authority, and
- \$1,000** upon electronic submission of each **Monthly Site Observation Report** to the Authority.

Any sales, use, or other taxes will be in addition to our fees and will be paid by StadCo.

JLL shall provide prompt notice to the Authority if StadCo fails to pay any of the sums required to be paid by StadCo hereunder, and so long as such sums are paid by the Authority to JLL within 30 days of the Authority’s receipt of notice from JLL, such payment by the Authority will cure such failure by StadCo to pay such sums and upon receipt of such payment, JLL will continue to perform its services hereunder for the benefit of the Authority.

All amounts are due and payable hereunder shall be paid in U.S. dollars by wire transfer or check drawn on an U.S. bank in favor of JLL.

JLL agrees that it shall confirm to the Authority and StadCo that StadCo has paid the initial \$100,000,000 (net of the purchase of the Stadium parcel) of project costs and will confirm the date when the last \$50,000,000 of project costs remain to be paid pursuant to the project budget, all as contemplated by the Development Agreement to be entered into among the Authority and StadCo.

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Very truly yours,

JONES LANG LASALLE AMERICAS, INC.

Manny P. Kratsios
Managing Director

MPK: lp

cc: Bank of America	
Attn: Matt Wyche	E-mail: matt.wyche_iv@baml.com
DLA Piper LLP	
Attn: Jason Goldstein	E-mail: jason.goldstein@dlapiper.com
Ricardo Flores	
Denise Romano	

CLARK COUNTY STADIUM AUTHORITY

ACCEPTED:

BY: _____

DATE: _____

LV STADIUM EVENTS COMPANY, LLC

ACCEPTED:

BY: _____

DATE: _____

Exhibit A

[Please see attached]

I. PROJECT PLAN & COST REVIEW

We will perform a general review of plans and specifications and associated information as set forth in the following paragraphs and provide you with our written Review Report summarizing our findings and opinions. Our review will not be a detailed or exhaustive examination of these documents, but we will perform spot checks in selected areas. We agree to provide Bank of America and the Developer a list of information (Document Checklist) needed to complete our reviews.

I.A. REVIEW OF DEVELOPMENT TEAM

We will review the credentials of the Developer's team including the Owner's Project Manager and development staff, the Architect of Record, and the General Contractor's Project Manager. We will review the table of organization and qualifications of key personnel and comment to you on each of these areas.

I.B. REVIEW OF PLANS AND SPECIFICATIONS

Our Review Report will focus on these major areas of concern:

- I.B.1 Project Scope: Our report will provide a general description of the proposed improvements including intended use, number of buildings, gross square footage (total and by use group), unit type, mix and total count (for any residential components), degree of tenant finish included, site area, parking facilities and other site amenities.
- I.B.2 Scope Conformance: We will comment on the conformance of the general scope as indicated in the design documents to that set forth in the financing documents.
- I.B.3 Completeness of Plans and Specifications: Our report will comment on whether the plans and specifications are, in general, sufficiently complete to establish the scope and quality of construction for all major components, and allow accurate costing and bidding by an "arm's length" Construction Contractor.

Unless we have been specifically instructed to the contrary, this Agreement assumes that the project is not being developed on a "fast track" basis and that the plans and specifications are sufficiently complete to allow for a meaningful review as described in this Agreement. If we judge that the plans and specifications are incomplete, we will notify Bank of America before proceeding with the remainder of the review, indicate, as a percentage, the extent to which we estimate the plans and specifications are complete, and seek your guidance about whether to proceed.

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- I.B.4 Review of Design: This is not intended to be a detailed review or exhaustive analysis of design, but a general review of major systems for appropriateness, capacity, and quality. We do not include shop drawings in our review. A list of the major systems to be reviewed follows:
- a. Structural System: We will describe the system and perform spot checks of the design in selected areas for conformance with: the recommendations of the soils investigation report, loading requirements including wind loads, occupancy loads, appropriate dead and live loads, seismic design requirements, and good design practices.
 - b. Building Envelope: We will describe significant elements and spot check details of the building roof and skin system for appropriateness and integrity.
 - c. Mechanical and Electrical Systems: We will review overall capacities and spot check selected areas of HVAC, electrical power and lighting, plumbing, elevators and life safety system designs for adequacy of total capacities, appropriateness of systems utilized, and general quality of equipment.
- I.B.5 Missing Components: We will identify significant items not included in the project scope or not provided for in the design, but which we believe are necessary for the intended use.
- I.B.6 Codes, Laws, and Regulations: We do not perform a detailed review of code or zoning compliance. We will request that the Developer list all significant codes, laws, and regulations with which the project must comply. We will request that the Architect of Record provide certification that the project design conforms to all appropriate Federal, State, and local building codes, laws, regulations, and zoning requirements. We will review the preceding list of codes, laws, regulations, and certification, and indicate any areas of concern.
- I.B.7 Design/Construction Considerations: We will comment on items we believe may require special consideration to avoid problems during construction such as a tight site, one with limited staging and storage area, an unusual or difficult site or soil condition, and or a unique or difficult system design requiring an unusually high level of supervision
- I.B.8 Quality Controls: We will briefly summarize the proposed quality control programs for major components; any additional controls we believe are necessary will be indicated.

I.B.9 Additional Services: The scope of Section I.A includes the review of the Developer's written responses to our initial Review Report and Comments. If significant time is required due to the amounts of material requiring additional review, however, this time will be billed at the rates set forth in Section III.B of this Agreement. Any meetings required resolving any issues of concern will be billed in the same manner. None of the additional work in this section will be performed without prior direction or approval by Bank of America.

I.C REVIEW OF OTHER CONSTRUCTION DOCUMENTS

We will perform a general review of the following documents:

- I.C.1 Construction Contract: We will report our comments on the following issues:
- a. Conformance of scope of work to documents reviewed in Section I.A of this document
 - b. Identification of large allowance items that could have significant impact on project cost
 - c. Requirements of the project completion time schedule
 - d. Identification of significant special terms or conditions which could adversely affect project quality, cost, or completion schedule
- I.C.2 Major Subcontracts: We will review major subcontracts, as they become available, for impact on project schedule, cost, and quality.
- I.C.3 Easements: We will request that the Developer provide certification regarding the necessity for granting or receiving easements for the installation or maintenance of utilities involving the project. We will review this certification in conjunction with the site survey provided by the Developer.
- I.C.4 Permits and Approvals: We will review a list provided by the Developer of all significant licenses, permits (demolition, construction, occupancy, etc.), and other governmental approvals (including coastal and wetlands areas, hazardous materials, and other matters relating to the environment) which will be required for the construction. We will follow up and report on all subsequently issued licenses, permits, and approvals throughout the duration of the project.
- I.C.5 Utilities: We will request from the Developer documentation verifying the availability of necessary utilities to the perimeter of the site. We will keep Bank of America advised of pending items.

I.D REVIEW OF ADDITIONAL DOCUMENTS

- I.D.1 Environmental Site Assessments Report: JLL does not perform consulting relating to asbestos or hazardous materials, claims no expertise in these areas, and can assume no liability for the work, opinions, or reports of any other independent consulting firms engaged to do so.

If directed by Bank of America we will retain the services of an independent Environmental Consultant and will present their proposal to Bank of America for consideration. None of the work performed by an Environmental Consultant will be made a part of this agreement.

I.E REVIEW OF CONSTRUCTION SCHEDULE

We will review the Developer's projected construction schedule in conjunction with Sections I and II of this document and comment on any areas of concern. We will indicate our opinion of the estimated completion date and provide a graphic representation ("S" Curve) of the proposed schedule.

I.F REVIEW OF PROJECT HARD AND SOFT COSTS

- I.F.1 Independent Cost Analysis: Upon receipt of the Developer's itemized trade cost breakdown of the Hard and Soft Cost Budgets, we will provide an independent line-by-line cost analysis by using parameters developed from our in-house data bank in conjunction with additional data supplied by recognized national sources.

This analysis will not be a unit cost take-off but a general check of the Developer's estimated cost.

In addition to analyzing the overall Hard and Soft Cost Budgets, we will comment on whether the Developer's cost breakdown is sufficiently organized and adequately distributed for use in reviewing monthly requisitions in conjunction with the percentages of work completed on a trade-by-trade basis.

- I.F.2 Review of Contingency Requirements: After performing the independent cost analysis and taking into consideration our comments from Section I, we will make a recommendation for any additional Hard and Soft Cost Contingency amounts we believe should prudently be carried in the construction budget for construction of the improvements.

II. CONSTRUCTION MONITORING

We do not perform continuous or exhaustive site inspections. We will monitor the project during construction by visiting the site on a **monthly** basis. During our visit, we will generally observe accessible construction and review available information in order to submit to you our written Site Observation Report containing the following information:

II.A CURRENT STATUS OF CONSTRUCTION

We will briefly describe and summarize the current status of construction for each major component or trade, including site work.

II.B QUALITY CONTROL/ASSURANCE PROGRAM

We will review, list, and comment on available test reports and certifications, and indicate significant additional information that is required. We will monitor the Developer's ongoing program for quality control and comment on whether it conforms to that originally reviewed by us.

II.C CONFORMANCE TO PLANS AND SPECIFICATIONS

Based upon our observations, we will comment on whether we believe construction is proceeding in general conformance with the latest plans and specifications we have reviewed.

II.D DEVELOPER'S HARD AND SOFT COST REQUISITION

II.D.1 Work in Place: We will review and comment on the Developer's requisition for direct construction cost on a trade-by-trade basis for comparison to our independent estimate of percentage of acceptable work completed.

II.D.2 Stored Materials: We will review the Developer's request for payment of on-site stored materials and perform a spot check of approximate quantities indicated on the Developer's current inventory list. We will comment on acceptability of the supporting documentation, appropriateness of the request, and suitability of the storage method.

Observation of off-site materials is not included in this scope of services, but will be performed at your specific request and will be invoiced as an additional fee in accordance with Section III of this agreement.

II.D.3 Soft Costs: A general review of Soft Costs will be included in the Site Observation each month. The general review will not be a detailed audit, but will be a spot check of documents to determine general conformance with established budgets. The Soft Costs will be included in the cost section of the monthly report. It is incumbent on the Developer to provide the Soft Cost back-up documents in an organized, categorized fashion in order for the Soft Costs to be properly reviewed.

II.E CHANGE ORDERS

We will review and enclose the Developer's updated Change Order Log that must list all Change Orders, indicating cost and approval status. We will review Change Orders made available to us and report our opinion of their effect on project scope, quality, cost, and schedule. Once the Developer, Architect, and Contractor have approved a Change Order, we will comment on whether or not we recommend your acceptance. We do not approve or disapprove Change Orders.

Change Orders requiring significant time for additional review of design modifications or cost estimates will be identified. The additional service required will be performed at the direction of Bank of America and billed under the schedule of fees set forth in Section III of this Agreement.

II.F SUBCONTRACTS/COST PROJECTIONS

We will request that the Developer maintain a Subcontractor Log and provide a monthly updated projection of direct construction cost based upon executed subcontracts and the latest information available on estimated costs. We will review major subcontracts, as they become available for comparison to budget amounts and project scope.

II.G RATE OF PROGRESS AND ESTIMATED DATE OF COMPLETION

We will comment on the rate of progress in comparison to the Developer's projections and state our own estimated date of completion. We will note factors that we believe will have a significant effect, either positive or negative, on progress. We will include a monthly updated copy of our "S" curve chart, plotting actual progress for overall completion versus projected progress.

II.H COST TO COMPLETE AND ADEQUACY OF FUNDS

Based upon our evaluations of all of the preceding issues under this section, we will comment on the adequacy of Hard and Soft Cost funds remaining in the Developer's budget to complete construction and provide our own opinion of the cost to complete the direct construction.

II.I DEFICIENCIES/CONCERNS

We will clearly identify significant deficiencies or concerns noted at the time of our site visit indicating the action required. We will track items mentioned in our previous report until they are satisfactorily resolved.

II.J PHOTOGRAPHS

We will include sufficient color photographs of the project that will be labeled and mounted. Photographs will be used to establish general status of completion and will highlight significant problems.

II.K LIEN WAIVERS

We do not perform a detailed accounting of all lien waivers for all labor and material. We will review the Prime Contractor's and Major Subcontractors' lien waivers and the Developer's Lien Waiver Log. We will comment on whether total amounts paid to date generally conform to requisition amounts for total work completed 30 days in arrears.

II.L FINAL REPORT

Upon completion of the project, we will submit a final report, stating that, in our opinion, the work has been substantially completed and that we have received the Design Architect's certificate of substantial completion and punch list and find it adequate. We will also review the Design Architect's estimate of the cost to complete the punch list items to achieve the desired quality. The final report will summarize the general conformance to the final plans and specifications as prepared and submitted by the Developer and the general quality of the completed project.

II.M TIMING

Each monthly site visit will be performed at a date mutually agreeable to our Project Manager and the Developer's Representative; this date will be arranged at least one month in advance. Normal practice is to schedule the next month's visit at the time of the current visit.

II.N REPORTING RESPONSIBILITIES

We will report directly to Bank of America. An oral summary of our observations and opinions will be called in to Bank of America within one working day of our site visit with our written report to be submitted within two weeks of our site visit.

If any condition, including failure of the Developer to submit information in a timely manner, causes us to fail to meet the agreed-to submission dates, we will promptly advise Bank of America.