

FIRST AMENDMENT TO STADIUM LEASE AGREEMENT

THIS FIRST AMENDMENT TO STADIUM LEASE AGREEMENT (this “Amendment”) is made and entered into as of [] (the “Effective Date”), by and between **Clark County Stadium Authority**, a corporate and politic body and political subdivision of Clark County, Nevada (the “Authority”) and **LV Stadium Events Company, LLC**, a Nevada limited liability company (“StadCo”).

RECITALS:

The Authority and StadCo are parties to a Stadium Lease Agreement, dated as of March 28, 2018 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Lease Agreement”). StadCo desires to extend the term of the Lease Agreement and in connection with such extension, amend the terms of the Lease Agreement, and the Authority has agreed to such extension and amendment on the terms contained herein.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, whose receipt and sufficiency are hereby acknowledged, the Authority and StadCo agree as follows:

1. Terms Defined in Lease Agreement. Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Lease Agreement.

2. Amendments. As of the Effective Date, the Lease Agreement is hereby amended as follows:

i. The definition of “Term Expiration Date” in Section 1.2 of the Lease Agreement is hereby amended and restated in its entirety as follows:

The earlier of (i) the date that is thirty-one (31) years after the Term Commencement Date; *provided* that if such date occurs within an NFL regular season or post-season or within thirty (30) days following an NFL regular season or post-season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL regular season or post-season, as applicable, or (ii) the date on which this Agreement is terminated pursuant to the express rights and terms of this Agreement.

ii. Section 7.8(b) of the Lease Agreement is hereby amended by deleting the reference to “thirty (30) years” in such section and replacing it with “thirty-one (31) years”.

iii. The following definitions in Exhibit A of the Lease Agreement are hereby amended and restated in their entirety as follows:

“Scheduled Expiration Date” shall mean thirty-one (31) years after the Term Commencement Date.

“Team Use Agreement” shall mean that certain Team Use Agreement to be entered into by StadCo and the Team in connection with the Team’s use of the Premises. The Team Use Agreement shall have a term of at least thirty-one (31) years and shall comply with all provisions of the Act and this Agreement.

3. Ratification. Except as modified by this Amendment, the Lease Agreement shall remain unmodified and in full force and effect and is hereby ratified and confirmed in all respects by the Authority and StadCo. In the event of any inconsistency or conflict between the Lease Agreement and this Amendment, the terms of this Amendment shall control.

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

5. Governing Law, Venue, Waiver of Jury. The provisions of Section 19.11 of the Lease Agreement are incorporated herein as if expressly set forth herein, *mutatis mutandis*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date.

AUTHORITY:

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

By: _____
Name: _____
Title: _____

STADCO:

LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____