

**ADDENDUM TO LETTER AGREEMENT FOR LEGAL SERVICES BETWEEN
ANDREWS KURTH KENYON, LLP and STADIUM AUTHORITY BOARD**

SCOPE: This Addendum provides terms in addition to and, where conflicts exist, superseding the terms in the January 18, 2017, Engagement Letter by Mark B. Arnold.

FEES: The fees charged by Andrews Kurth Kenyon, LLP (AKK) as set forth on Exhibit A of the Engagement Letter may not be changed without prior written consent of the Authority. Further, the fees and expenditures authorized under the Engagement Letter and this Addendum with respect to the negotiation and preparation of the memorandum of understanding, development agreement and lease may not exceed \$450,000.00 in total, including all costs below.

COSTS: All single costs in excess of \$500.00 will only be incurred by AKK after prior written notice to the Authority, and are subject to the Authority's right to object to the cost being incurred, said objection to be made by the Authority within five (5) business days from receipt of the notice.

Travel expenses are governed as follows:

1. Meals, incidentals and lodging reimbursements shall not exceed rates established by the U.S. General Services Administration (GSA) for the primary destination. For current rates, refer to <http://www.gsa.gov/perdiem>. GSA rates vary by location, and for some locations, by time of year. If a city/county is not listed, then the GSA standard rate for the continental U.S. applies. Reimbursement for lodging taxes is in addition to this rate, but only up to the lodging taxes applicable based on the GSA rate.
2. Air travel costs will be limited to coach or economy class only.
3. Ground transportation (taxi, shuttle, bus, rental car) will be reimbursed at actual costs. Rental car reimbursement is limited to midsize sedan or equivalent.
4. AKK must obtain prior written approval from the Authority if more than one attorney or employee is to be sent on travel related to the engagement.

5. Original *itemized* receipts are required for reimbursement of travel expenses as stated herein. AKK is reminded that receipts submitted for payment by the Authority are public record.
6. Mileage, meals and incidentals for routine local engagement related activity and travel by AKK personnel located within the Las Vegas metropolitan area will not be reimbursed.

BILLING. Billing for attorney's fees and costs must be submitted to the Authority **within six (6) months** of the date the services were performed or the costs incurred, in accordance with Nev. Rev. Stat. 244.250. Billing received outside of this statutory six (6) month presentment requirement will not be paid.

NOTICES:

Notices to the Authority, including billings and requests for approval, shall be directed to:

Jeremy Aguero or Brian Haynes
Applied Analysis
6385 S. Rainbow Blvd., Suite 105
Las Vegas, NV 89118

GOVERNING JURISDICTION: The agreement of the parties for the engagement of Andrews Kurth Kenyon, LLP, shall be governed by the laws of the State of Nevada.

AGREED TO AND ACCEPTED:

ANDREWS KURTH KENYAN, LLP

LAS VEGAS STADIUM AUTHORITY

Mark B. Arnold

Steve Hill, Chairman, Board of Directors

Date

Date