

MLB 1/25/2016

**STADIUM USE AGREEMENT
BY AND BETWEEN
CLARK COUNTY STADIUM AUTHORITY
AND
[_____]**

Effective Date: [_____, 2017]

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Exhibit C-1 — Preliminary Legal Description (Section 3.1)

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Exhibit D-1 — Team's Stadium Property (Section 5.13(a))

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Exhibit G-1 — Preliminary Signage Plan (Section 18.5)

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STADIUM USE AGREEMENT

THIS STADIUM USE AGREEMENT (this “**Agreement**”) is made as of [_____, 2017] (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 [_____] a _____ (the “**Team**”). The Authority and the Team may each be referred to herein as a “**Party**”, or collectively, the “**Parties**”.

RECITALS

A. The Team owns a professional football franchise that is a member of the National Football League (“**NFL**”).

B. In 2016, the Nevada legislature, finding that the expenditure of public money for the acquisition, construction, lease, improvement, equipping, operation and maintenance, financing and long-term use of a multi-purpose stadium and related infrastructure as a venue for an NFL team in Nevada and a broad range of other civic, community, athletic, educational, cultural, and commercial activities serves a public purpose, enacted legislation (the Act) creating the Authority and authorizing the construction of a stadium and related stadium infrastructure in the City of Las Vegas, Nevada (the “**City**”).

C. The Nevada legislature provided for the public financing of a stadium and related stadium infrastructure, with certain private contributions and contributions by the Team, and for tax-exempt ownership of such stadium and related stadium infrastructure by the Authority.

D. In furtherance of the purposes of the Act, the Authority, [_____] [EventCo]] and [the Team] have entered into that certain [Development Agreement] dated [_____, 2017] (the “**Development Agreement**”) pursuant to which the Stadium and related Stadium Infrastructure, to be owned by the Authority, is to be constructed in the City.

E. Pursuant to the Act, the Authority is to enter into a thirty-year agreement with the Team concerning the use of the Stadium.

F. The Team intends to assign this Agreement to [_____] and an Affiliate of the Team (“**StadCo**”).

H. The Authority shall designate a Person acceptable to the Team to act as the Stadium Events Company in accordance with the Act and to perform, on behalf of the Authority, all of the Authority’s obligations under this Agreement pursuant to arrangements satisfactory to the Team in its sole discretion.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the Authority and the Team covenant and agree as follows:

ARTICLE 1
DEFINITIONS; CONSTRUCTION OF TERMS; DESIGNATION OF STADIUM
EVENTS COMPANY

Section 1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A.

Section 1.2 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever the phrase “in consultation with the Team” or any phrase of similar meaning is used herein, it shall mean, at a minimum, that (i) the Team is given reasonable advance written notice of any in-person, telephonic or other meetings or communications at which the subject matter of the consultation will be discussed, (ii) the Team shall be allowed to participate in discussions regarding the subject matter of the consultation and submit proposals related thereto, and (iii) the Person obligated to consult with the Team shall in good faith consider the input of the Team. Whenever any reference is made to a Person hereunder, such reference shall include that Person’s successors and permitted assigns. Whenever the words “approve”, “approval”, “acceptable” or “consent” are used herein, they shall mean approval, acceptance, or consent in the potential approver’s, acceptor’s, or consentor’s sole discretion, except as expressly provided otherwise in this Agreement.

Section 1.3 Designation of Stadium Events Company. The Authority shall designate a Person acceptable to the Team to act as the Stadium Events Company in accordance with the Act and to perform, on behalf of the Authority, all of the Authority’s obligations under this Agreement pursuant to arrangements satisfactory to the Team in its sole discretion; provided, however, that such designation shall not be deemed or construed to release the Authority from any of its obligations under this Agreement, and the Authority shall in any event remain liable for all such obligations unless the Team agrees otherwise. Accordingly, all obligations of the Authority under this Agreement shall be performed by the Stadium Events Company on behalf of the Authority, all references in this Agreement to the Authority and to duties or obligations of the Authority shall be deemed to refer to the Stadium Events Company and to the duties and obligations of the Stadium Events Company, and the Stadium Events Company shall be bound by the provisions of this Agreement as if it were the Authority.

ARTICLE 2
INITIAL TERM OF AGREEMENT; RENEWAL TERMS

Section 2.1 Initial Term. This Agreement shall be effective upon the Effective Date; **provided, however,** (i) this Agreement must be executed and delivered with the Development Agreement in order for this Agreement to be effective, and (ii) the Initial Term (as defined below) of this Agreement shall commence on the date of Substantial Completion of the Stadium and Stadium Infrastructure (the “**Commencement Date**”). When the Commencement Date is established, the Parties shall execute and deliver an “Acknowledgment of Commencement Date” in the form attached to this Agreement as Exhibit B. The initial term of this Agreement shall end at the earlier of (a) the Team’s final Team Game of the 30th NFL Season played by the Team in

the Stadium after the Commencement Date (it being understood that if the Team plays less than all of its Team Games in the Stadium during the first NFL Season after the Commencement Date, such use of the Stadium by the Team shall nonetheless constitute one (1) NFL Season), and (b) thirty (30) years after the Commencement Date (the “**Initial Term**”). At the end of any Term, unless renewed in accordance with Section 2.2, the Team shall have ninety (90) days thereafter to remove its property from the Stadium, Stadium Infrastructure and Stadium Site.

Section 2.2 Renewal Terms. Provided that no material Team Event of Default shall have occurred and be continuing under this Agreement, the Team shall have the right to extend the term of this Agreement for up to four (4) consecutive renewal periods of five (5) years each (if exercised, each five (5) year period being referred to as a “**Renewal Term**,” and the Initial Term and all Renewal Terms referred to together as the “**Term**”). To extend the term of this Agreement for a Renewal Term, the Team must give written notice to the Authority not later than one (1) year prior to the expiration of the Initial Term or the current Renewal Term, as the case may be (the “**Renewal Date(s)**”). This Agreement shall be renewed subject to all of the terms and conditions contained herein as in effect on the Renewal Date. With respect to any potential sources of funding from the State or any of its political subdivisions for a Renewal Term for the Capital Projects Fund and Operating Expenses which are not presently provided for by the Act or other Applicable Law, the Authority will make good faith efforts, in coordination with the Team, to identify and advocate for such funding sources at least five (5) years prior to the expiration of the Initial Term or any applicable Renewal Term. If the Team fails to properly provide such renewal notice on or before a Renewal Date, or if the Parties are unable to secure adequate sources of funding from one or more Governmental Authorities for such Renewal Term prior to the expiration of the Initial Term or a Renewal Term, as the case may be, this Agreement shall expire, absolutely and without the need for notice from either Party to the other and thereafter the Team shall have no obligation to play any Team Game in the Stadium. The Authority acknowledges and agrees that, if adequate funding sources from the State or any of its political subdivisions for the Capital Projects Fund and Operating Expenses are not committed, by Applicable Law or otherwise, for any Renewal Term at least three (3) years prior to the expiration of the Initial Term or any current Renewal Term, as the case may be, it will be reasonable, appropriate and commercially prudent for the Team to (i) explore options with third Persons regarding a new or different facility in which to play Team Games following expiration of the Initial Term or any Renewal Term, as the case may be, and (ii) enter into such agreements, contracts and understandings with such third Persons as are mutually acceptable to the Team and such third Persons.

ARTICLE 3 STADIUM USE AND SCHEDULING

Section 3.1 Stadium Use Generally; Suitability for Use. The Authority, in consideration of the Use Fee (as defined in Section 4.1), the representations, warranties, covenants and agreements of the Team and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Authority, does hereby grant the Team the right to use and possession of and access to the Stadium, Stadium Infrastructure and Stadium Site, as applicable, and as legally described in Exhibit C-2, subject to the terms and conditions set forth in this Agreement. The property legally described in Exhibit C-1 is a preliminary legal description of the possible property to comprise the Stadium, Stadium Infrastructure and Stadium Site. The Parties hereby covenant to update Exhibit C-2 within one

hundred eighty (180) days following the Commencement Date to reflect the final legal description of the Stadium, Stadium Infrastructure and Stadium Site. The Parties acknowledge and agree that the Stadium and Stadium Infrastructure are to be a venue for professional football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities; **however**, the Parties agree that (i) the Team is the primary user of the Stadium, and (ii) the use of the Stadium, and the priority for use of the Stadium, shall be as set forth in the remainder of this **Article 3**.

Section 3.2 Team's Uses of and Access to the Stadium; Invitees.

(a) Permitted Uses. Subject to the terms and conditions of this Agreement, the Team shall have the exclusive right to the use and possession of and access to the Stadium, Stadium Infrastructure and Stadium Site to (i) engage in and conduct Team Stadium Events, (ii) use, possess and occupy the Team Year-Round Use Areas and Team Allocated Spaces, and (iii) use and possess the Stadium, Stadium Infrastructure and Stadium Site as granted herein. In conducting Team Stadium Events, the Team shall not conduct any activity reasonably likely to damage the Stadium, Stadium Infrastructure, or Stadium Site beyond ordinary and reasonable wear and tear. No part of the Stadium, Stadium Infrastructure or Stadium Site will be used by the Team in a manner that is unlawful. The Team shall use the Stadium, Stadium Infrastructure, and Stadium Site in compliance with all Applicable Laws.

(b) Team Exclusive Rights. Except for the Super Bowl and the Pro Bowl, the Team shall have the exclusive right to exhibit professional football games at the Stadium while this Agreement is in effect. University of Nevada, Las Vegas football games, collegiate football games of any nature, Semi-Professional Football Games, high-school or youth football games, and other amateur football events shall not be considered to be professional football games within the meaning and for purposes of this **Section 3.2(b); provided, however**, that notwithstanding the foregoing:

(i) with respect to collegiate football games (other than University of Nevada, Las Vegas collegiate football games) the Authority shall not schedule or otherwise allow any such collegiate football game to be held or otherwise played in the Stadium unless the Team has provided its Consent to such collegiate football game, such Consent to be limited solely to the timing (i.e., the date and time) of such collegiate football game that may impact a Team Game and changes, if any, to the Field (including the addition or deletion of markings on the Field and any changes, repairs or maintenance to the playing surface), playing areas, and sidelines; and

(ii) with respect to University of Nevada, Las Vegas collegiate football games, the Authority shall not schedule or otherwise allow to be played at the Stadium such games unless the Authority has made such a decision in consultation with the Team and the Team has provided its Consent to such game(s)

(iii) for any and all collegiate football games played at the Stadium, the Team shall have absolute priority and decision making authority related to the Field at all times, including, without limitation, maintaining appropriate field conditions, the composition of the field materials, field maintenance, field maintenance staff, and all field markings and

decorations. Under no circumstances shall field markings for the Team's games be diminished or compromised in any way by the presence of collegiate football games of any kind. To the extent field marking to accommodate collegiate games can be removed completely prior to Team games or such markings can be placed on a turf surface with the grass field removed during collegiate games, the Team shall use reasonable efforts to support collegiate field markings, but the Team shall have no obligation to compromise its field markings or field conditions for collegiate games at any time.

Notwithstanding anything to the contrary herein, all non-professional football games of any kind or nature shall be subject to Section 3.4 and Section 3.5.

(c) Team Access. For each Team Stadium Event, the Team and its contract vendors and other agents shall have free and unfettered exclusive access to and use of the Stadium, Stadium Infrastructure, and Stadium Site (or such portion(s) of such areas required for each Team Stadium Event on the dates of Team Stadium Events), subject to the Authority's rights specified herein. The Team shall also have exclusive use of (subject to the Authority's rights and responsibilities in this Agreement) all areas of the Team Year-Round Use Areas and the Team Allocated Spaces on a year-round basis with no restriction on access. The Authority recognizes and agrees that access to and use of the Stadium and Field by Team personnel for purposes of practice is important to the Team, and the Authority agrees, at mutually agreed upon times and dates, to allow access to the Stadium and Field for purposes of (i) practice and preparation by players, coaches and other Team personnel during the NFL Season, and (ii) certain designated NFL activities (e.g., mini-camp and activities related to training camp) occurring at times other than during a NFL Season. Such access pursuant to the preceding sentence shall not be deemed a Team Event or Additional Team Event.

(d) Invitees. The Team's rights under this Agreement shall in all cases include the right of the Team to invite Invitees to use and occupy the Stadium, Stadium Infrastructure, Stadium Site or any or all of the applicable portions thereof; **provided, however,** that in no event shall the Team's Invitees be deemed to have greater rights or licenses than the Team itself.

Section 3.3 Authority's Uses of and Access to the Stadium.

(a) Permitted Uses. The Parties expect that the Authority will enter into a use agreement with the Stadium Events Company for the use of the Stadium, Stadium Infrastructure or Stadium Site, and for carrying out Authority Events on dates other than those dates to which the Team is entitled to use the same. Subject to the Team's exclusive and non-exclusive rights of occupancy and use, as applicable, granted in **Section 3.2** hereof, the Authority shall have the exclusive right to use and operate the Stadium, Stadium Infrastructure, and Stadium Site for any lawful purpose on all dates on which the Team is not entitled to the use the same and to hold any Authority Event, which shall include any activities or events of any nature, including concerts, other musical performances, theatrical presentations, religious gatherings, corporate events, business conferences, convention meetings, banquets and other functions, community festivals, cultural, athletic, educational, commercial and entertainment events and any other event or activity, whether similar or dissimilar to the foregoing, parking and other uses that may be ancillary or related to the operation and use of the Stadium, Stadium Infrastructure, and Stadium Site so long as such events do not or could not reasonably be expected to (i) constitute a breach of this Agreement, including the provisions relating to scheduling priority set forth in **Section**

3.5, (ii) conflict with conducting any Team Stadium Event, or (iii) adversely affect or alter the Stadium (including the Field), Stadium Infrastructure or Stadium Site for Team Stadium Events. The Authority shall use the Stadium, Stadium Infrastructure, and Stadium Site in compliance with all Applicable Laws.

(b) Authority Access. The Authority and the Manager shall have reasonable access to the Stadium, Stadium Infrastructure, and Stadium Site during Team Stadium Events to accomplish the Authority's duties to own, operate and maintain the Stadium, Stadium Infrastructure, and Stadium Site. The Authority, Concessionaires, maintenance or other contractor(s), and Manager personnel whose presence is reasonably necessary during Team Stadium Events to accomplish the Authority's duties to own, operate and maintain the Stadium, Stadium Infrastructure, and Stadium Site shall require no admission pass or ticket for access to the Stadium, Stadium Infrastructure, and Stadium Site in connection with such duties during Team Stadium Events, but shall be subject to NFL Rules and regulations with respect to credentialing for Team Games. The Team will control and facilitate the credentialing that will be required for such Authority personnel or related operating and maintenance personnel for Team Stadium Events. The Authority shall not have credentialing authority for any Team Stadium Event.

Section 3.4 Team Game Use of the Stadium.

(a) Exclusive Use for Team Games. The Team shall have exclusive use and possession of the Stadium, Stadium Infrastructure and Stadium Site, except for the Authority's offices and other similar type space specified on **Exhibit E** as necessary to operate and maintain the Stadium, Stadium Infrastructure and Stadium Site, commencing no later than 12:01 a.m. on the date of each Team Game; **provided, however**, the Team shall share use and possession of the Stadium, Stadium Infrastructure and Stadium Site with the Authority during the period that is reasonably required for the Authority to conclude an Authority Event held on the prior day. No Authority Event will be scheduled or allowed to take place at the Stadium, Stadium Infrastructure or within the Stadium Site on the date of any Team Game, except with the prior written approval of the Team.

(b) Activities Attendant to Team Games. During the times the Team is using the Stadium for its Team Games, including prior to and for up to four (4) hours after Team Games, the Team may stage activities attendant to the Team Game on the Stadium Site and on the Field, except the Team shall not stage any activity that is unlawful.

Section 3.5 Scheduling.

(a) Stadium Events Scheduling and Scheduling Policy. All Stadium Events shall be scheduled according to the scheduling policy set forth in this Agreement. Subject to the Authority's right to schedule certain Authority Events as set forth in **Section 3.5(b)(ii)**, this scheduling policy shall give first and absolute priority to Team Games, Possible NFL Game Days, and up to five (5) additional Team Events ("**Team Priority Events**") each year.

(b) Team Games.

(i) Notification to Authority of NFL Schedule. As soon as reasonably practicable after the Team's then upcoming NFL Regular Season and Pre-Season schedules

are set and made public by the NFL, the Team shall notify the Authority of the Team's then upcoming NFL Regular Season and Pre-Season schedules which then shall be deemed the schedule of the Team Games for that NFL Regular Season and Pre-Season, subject to change by the NFL and pursuant to Section 3.5(f).

(ii) Limitations on Scheduling Authority Events During NFL Regular Season and Pre-Season. The Authority shall not schedule any Authority Events for any Possible NFL Game Day until after the NFL has made public the Team's schedule for the then upcoming NFL Regular Season and Pre-Season and then only on days during such NFL Regular Season and Pre-Season when the Team is not scheduled to play Team Games; **provided, however**, that the Authority may, notwithstanding the preceding scheduling limitation, schedule Authority Events on Possible NFL Game Days before the NFL Season schedule is set and made public by the NFL if the Authority complies with all of the following requirements: (A) such Authority Events must be scheduled prior to February 1 of the then upcoming NFL Season, (B) such Authority Events and the dates for such Authority Events are subject to approval of the Team; (C) the Authority must preserve the availability of the Stadium and Stadium Infrastructure for possible Team Games on at least thirteen (13) Sundays, six (6) Saturdays after November 1 of each year, eight (8) Thursdays, and eight (8) Mondays during the regular season of each NFL Season; **provided, however**, in the event the NFL Season is expanded to include additional NFL football games, the number of Sundays, Thursdays, Saturdays and Mondays preserved under this clause (B) shall each be increased by a number equal to the number of additional NFL football games added to the NFL Season and any additional days of the week on which the NFL schedules games shall be included, (D) the Authority must not schedule an Authority Event on a Possible NFL Game Day during the first two (2) weeks and last two (2) weeks of the regular season of any NFL Season, (E) the Authority must not schedule Authority Events on consecutive Sundays during the NFL Season, and (F) the Team shall have the absolute right to play a Team Game at the Stadium on the Thursday preceding the first weekend of regular season play during the NFL Season following a NFL Season in which the Team has won the Super Bowl. During each NFL Season, the Stadium will be reserved for potential NFL playoff games in accordance with NFL Rules and the Team shall have the exclusive right to play Team Games at the Stadium on all days on which the NFL schedules postseason games (including playoff and championship games) until such time as the Team has been eliminated as a possible participant in such game or games as the home team, or it has been finally determined by the NFL that such game or games are to be played elsewhere.

(c) Team Priority Events. The Authority and the Team will annually establish a process for scheduling of and access to the Stadium Site for Team Priority Events.

(d) Team Schedule Accommodations and Exclusions. The Team will make reasonable and necessary accommodations for other users of the Stadium, Stadium Infrastructure and Stadium Site consistent with the scheduling provisions of this Agreement; **provided, however**, the Team shall be under no obligation to make accommodation for other users of the Stadium, Stadium Infrastructure and Stadium Site if such use conflicts with the scheduled use of the Stadium, Stadium Infrastructure, and Stadium Site by the Team for Team Games and Team Priority Events.

(e) Team Access to Stadium and Field for Team Games. The Authority and the Team will work together to provide the Team reasonable access to the Stadium and Field during each NFL Season for purposes of kicking, punting and other practice activities. Subject to the availability of the Stadium, the Parties agree that the foregoing access for practice purposes is generally anticipated to be Wednesday, Thursday or Friday prior to each NFL game during the NFL Season. In the event that this access conflicts with an Authority Event or the set-up for an Authority Event, the Authority and the Team shall work together in good faith to find a reasonable amount of time and space for the Team's practice activities. Notwithstanding the foregoing, the Team shall have full access to the Stadium and the Field on Team Game Days in accordance with **Section 3.4.**

(f) Rescheduling and Schedule Conflicts. The Authority recognizes the NFL's use of "flexible scheduling" and agrees that any Team Game may be rescheduled in accordance with the "flexible scheduling" rules, regulations and policies of the NFL in effect from time to time, which currently encompasses November, December and January of the NFL Season, the Team shall also have the absolute right to play a Team Game at the Stadium each Thursday, Saturday, and Monday, which shall be adjacent to a Sunday that has been scheduled for a Team Game if (i) such date is included in the NFL's then existing "flexible scheduling" period, and (ii) upon which day there is no Authority Event scheduled in the Stadium as of the prior February 1. In addition, the Team shall have the right to designate, and later change in its sole discretion upon not less than five (5) Business Days' notice to the Authority, the time of day at which any Team Game is to be played at the Stadium, so long as such rescheduled time does not prevent the Authority from hosting previously scheduled Authority Events. In the event of an emergency arising on, or immediately prior to, a Team Game, the Team and the Authority shall work together in good faith in making any decision to change the time or day that the Team Game is to be played. In addition to the use of "flexible scheduling" by the NFL, the Authority acknowledges that from time to time, the NFL may require the Team to postpone or reschedule a Team Game. To the extent it becomes necessary to reschedule a Team Game due to a request by the NFL, the Authority shall accommodate the revised Team Game schedule so long as it does not conflict with a previously contracted Authority Event. If the revised Team Game schedule does conflict with a previously scheduled Authority Event properly scheduled in accordance with this Agreement, then the Authority shall not be required to reschedule the Authority Event; **however**, (i) the Authority and Authority shall make reasonable commercial efforts to reschedule the Authority Event, and (ii) if such Authority Event cannot be rescheduled, the Authority and Authority shall assist the Team in good faith in finding an alternative day or time for the Team Game that does not conflict with an Authority Event, and, if an alternative day or time cannot be agreed upon, an alternative site for the Team Game.

(g) Non-Scheduled Additional Team Stadium Events. Any additional dates, other than those provided for above, which may be requested by the Team for Team Events (that are not Team Priority Events) and for Additional Team Events shall be considered by the Authority after taking into account scheduling priorities, scheduled or planned Authority Events, and the goal of maximization of public access to the Stadium.

(h) Team Non-Competition Understanding.

(i) Team acknowledges that the Team's right to schedule a Team Event and an Additional Team Event relates only to Team Events and Additional Team Events that are

not Competitive Events, unless expressly agreed to in writing by the Authority. For the avoidance of doubt, nothing in this Agreement shall restrict or otherwise prevent the Team or its Affiliates from acting in the capacity of a promoter of any Competitive Event, in which case such Competitive Event will be an Authority Event (and not a Team Event or Additional Team Event) hereunder.

(ii) “**Competitive Events**” shall mean a commercial or public event, other than a Team Game (including half-time), that the Team desires to organize or schedule at the Stadium (A) that is a revenue generating event for venues of a like size and nature as the Stadium; (B) that impacts the ability of the Authority to attract a similar event to the Stadium; or (C) that is an event for which admission or usage fees are charged; **provided, however,** that notwithstanding anything to the contrary in the foregoing, so long as there is no violation of (A) or (B) above, the Team may charge admission or usage fees for the following NFL-related events: (1) draft day events; (2) pre-game or post-game entertainment (subject to **Section 3.4(b)**) arranged in connection with Team Game (for which activities the Team may not charge a separate admission or usage fee); (3) charitable events in which all proceeds related to the event are donated to a qualified non-profit organization; (4) Football 101 clinics for fans; (5) Fantasy Football Day; or (6) any other NFL football-related event for or with season ticketholders, Team sponsors or licensees of Annual Suites offered on an exclusive basis to fewer than five thousand (5,000) attendees. If the Team conducts a Team Event under subpart (6) above for five thousand (5,000) or more attendees, the Team shall be allowed to conduct such Team Event only with the Consent of the Authority **provided** that (a) the Team agrees to equally share with the Authority all revenue, net of Stadium-related event expenses incurred by the Team associated therewith, generated at such Team Event (e.g., concession revenues, but excluding revenues arising under sponsorship, license and other rights agreements with the Team), and (b) the Stadium-related event expenses associated with such Team Event are commercially reasonable; **provided, however,** that, notwithstanding the foregoing, the Team may hold one (1) Team Event annually for the Naming Rights Sponsor of the Stadium, which is (A) mainly for employees, customers and/or shareholders of such Naming Rights Sponsor or (B) for which the Authority gives Consent, without regard to the number of attendees at such Team Event and without any obligation to share revenue with the Authority.

Section 3.6 Covenant to Play Team Games at Stadium. Subject to the provisions related to international games as set forth in **Section 3.7** and unless otherwise interfered with by any Untenantability Period, the Team agrees that, beginning on the Commencement Date and ending on the expiration of the Term, during each NFL Season, the Team will play all Team Games at the Stadium. If the Team initially begins using the Stadium after the start of an NFL Season, only the remainder of the Team Games of that NFL Season will be played at the Stadium, but such use shall nonetheless constitute a full NFL Season of use by the Team as provided in **Section 2.1**. It is understood and agreed that games played at a neutral site that are not part of the regular NFL Season (such as the NFL Hall of Fame Game or any similar events) are not Team Games and such games will not reduce the number of Team Games played at the Stadium in any given season. The Team shall not be required to play Team Games at the Stadium during any Untenantability Period. During any period of a temporary taking under **Section 31.5**, (or such longer period as is

reasonably necessary to allow the Team to make suitable alternate arrangements) the Team shall be entitled to make arrangements for an alternate site for Team Games.

Section 3.7 International Games.

(a) International Games Exception to Home NFL Games. Notwithstanding its covenant to play Team Games at the Stadium, the Team may play up to five (5) Team Games at a venue outside of the United States during the first fifteen (15) years of the Initial Term and play up to five (5) Team Games at a venue outside of the United States during the second fifteen (15) years of the Initial Term. During a Renewal Term, if any, the Team may play one (1) Team Game at a venue outside of the United States during such Renewal Term. For the avoidance of doubt, nothing in this Agreement shall restrict the number of NFL games the Team may play outside of the United States when the Team is designated by the NFL as the visiting or away team for such game.

(b) No Cost or Reimbursement to the Authority. Any Team Games that are played outside of the United States subject to **Section 3.7(a)** above and any neutral site games not part of the regular NFL season subject to Section 3.6 above shall not require any reimbursement or payment to the Authority for any costs, expenses or lost revenues of any kind or nature associated with such game and shall not otherwise reduce any other payment payable by the Team to the Authority under this Agreement.

(c) Notice of International Games Schedule. The Team shall provide the Authority advance written notice of its intent to play a Team Game at a venue outside of the United States upon scheduling by the NFL, but not later than three (3) months before the start of the then upcoming NFL Season, except to the extent the NFL informs the Team of such game at a time closer to the NFL season, in which case the Team will notify the Authority a reasonable time after receiving notice from the NFL.

ARTICLE 4 USE FEE, PAYMENTS AND OTHER FINANCIAL MATTERS

Section 4.1 Use Fee. The Authority acknowledges and recognizes that the Team has made a substantial investment in the magnitude of hundreds of millions of dollars for the acquisition of the Stadium site land, construction of the Stadium, and infrastructure related to the Stadium. In consideration for the substantial investment in capital expenses to construct the Stadium, for its use of the Stadium, Stadium Infrastructure, and Stadium Site for Team Games and Team Events, and its use of the Team Year-Round Use Areas and Team Allocated Spaces, during the Initial Term and any Renewal Term, the Team shall be obligated to pay a use fee (the “**Use Fee**”) to the Authority which shall be the sum of (a) the Rent Payment, (b) the Team Event-Day Expenses, and (c) all other sums and charges required to be paid to the Authority by the Team pursuant to the terms of this Agreement. For the avoidance of doubt, if the last months of the Initial Term, or any Renewal Term, do not include a Team Game, no Use Fee, rent or other expenses (except associated with an Additional Team Event or any Team Event-Day Expenses that may be incurred related to a Team Stadium Event) shall be due from the Team for that portion of the Initial Term or any Renewal Term that extends beyond the last Team Game of the last NFL Season played by the Team in the Stadium during the Initial Term or any Renewal Term.

Section 4.2 Rent Payment.

(a) Rent Payment. As payment for its occupancy and use of the Stadium, Stadium Infrastructure and the Stadium Site, the Authority acknowledges that the Team has made a substantial investment in capital expenses to construct the Stadium, and as a result the Team shall be obligated to pay the Authority the sum of *One Dollar (\$1.00)* annually as annual rent (the “**Rent Payment**”).

(b) Timing of Payments. The Team shall make the initial Rent Payment on or before *January 15* of the first year in which the first Team Game is played at the Stadium. Beginning in the following year and continuing through the remainder of the Initial Term and any Renewal Term, each annual Rent Payment shall be paid on or before the following January 15th.

ARTICLE 5
MANAGEMENT AND BUDGET; EXPENSES

Section 5.1 Authority Responsibility for Operations and Management. The Authority shall have sole responsibility for the operation, direction, maintenance, management and supervision of the Stadium, Stadium Infrastructure, Stadium Site, and its staff, subject to the terms of this Agreement. The Authority or its designees shall have the obligation to, and shall, provide, perform and take, or cause to be provided, performed or taken, such actions, at the Authority’s expense, either directly or through the Manager, as may be necessary or reasonably advisable to operate and maintain the Stadium and Stadium Infrastructure in a safe, clean, attractive, and first-class manner similar to and consistent with other premier, top-tier NFL facilities (the “**Expected Facility Standard**”) and in compliance with all Applicable Laws. Each of the Authority’s operation and maintenance obligations set forth in this Agreement are subject to the Expected Facility Standard, and all such obligations shall be modified as necessary to ensure the Expected Facility Standard is maintained. The Team shall have the right to consult with the Authority and Manager in respect of Stadium and Stadium Infrastructure operations impacting the Team or Team Stadium Events, including with respect to Authority or Manager staff training and operating practices.

Section 5.2 Retention of Stadium Manager. The Authority and the Team will mutually agree on a third-party management company, individual or program manager and any successor or replacement manager (the “**Manager**”) to manage the Stadium and Stadium Infrastructure on behalf of the Authority consistent with the Authority’s obligations. The Authority’s agreement with the Manager may provide for a fixed cost operating, management or employment agreement with operating cost protections under which the Manager may assume responsibility from the Authority for Stadium, Stadium Infrastructure and Stadium Site Operating Expenses, Capital Enhancements and shortfalls (but without relieving the Authority of its obligations under this Agreement), and the term of such agreement shall not initially extend beyond the Initial Term. The agreement with the Manager must require the Manager to prepare an initial and ongoing Operating Budget for approval by the Authority, in consultation with the Team. The Manager must agree to manage the Stadium, Stadium Infrastructure and Stadium Site in accordance with this Agreement and the Operating Budget. The Team shall be a third party beneficiary of the Authority’s agreement with the Manager on terms agreed to by the Team and the Authority.

Section 5.3 Annual Operating Budget. Each year the Manager shall prepare for approval by the Authority and the Team, a budget (the “**Operating Budget**”) for the Authority with respect to the Stadium, Stadium Infrastructure and the Stadium Site, with such Operating Budget to provide for the operation and maintenance of such facilities in compliance with the Expected Facility Standard. Subject to Section 5.5(f), if there are any Team desired amenities which constitute material changes that are beyond the standard required by the Expected Facility Standard and requirements of this Agreement, any such costs associated with those changes shall be reflected in the Operating Budget, unless otherwise agreed to by the Parties.

Section 5.4 Costs Payable by the Authority for Operations. The Authority shall be responsible for all Operating Expenses associated with the Stadium, Stadium Infrastructure and Stadium Site, except for Team Event-Day Expenses as provided in Section 5.6, Team Year-Round Use Areas and Team Allocated Spaces as provided for in Section 14.1, and any and all operating costs and expenses which are expressly the responsibility of the Team under this Agreement. For the avoidance of doubt, the following costs are the responsibility of the Authority:

- (i) Property taxes, if any (Stadium, Stadium Infrastructure, Stadium Site). The parties acknowledge and agree that Senate Bill 1 exempts the property from any and all property and possessory interest taxes, however, to the extent any such tax is charged on the property (either to the Authority or the Team) the Parties expressly agree that such tax shall be responsibility of the Authority and the Authority shall indemnify the Team for any such tax paid by the Team;
- (ii) Utilities including broadband internet, heat, water, chilled water, sewer, gas, hot water, and electricity;
- (iii) Communications Services (subject to Section 16.7 below), but excluding (A) Team specialized communications systems and (B) applications and content support staff, i.e. Technology Customer Support Personnel (excluding staff required to support Communications Infrastructure and Communications Systems), Team telephone, Team private Internet, and associated Team only communications systems ;
- (iv) General cleaning services, including trash removal;
- (v) Preventative maintenance;
- (vi) Permits, licenses and other legal compliance;
- (vii) Converting the Stadium to and from Authority Events;
- (viii) All set-up costs of the Stadium and Stadium Infrastructure (including Field set-up and other set-up services as specified in Section 24.2(b), and retention of maintenance and ground crews), and maintenance and landscaping on the Stadium Site;
- (ix) Authority/Stadium staff; and
- (x) Stadium insurance as described in Sections 30.1 and 30.3.

Neither the Authority nor the Manager shall invoice or otherwise bill the Team, and the Team shall not be liable for any Operating Expenses of the Stadium, Stadium Infrastructure or Stadium Site; **provided, however,** the Parties acknowledge and agree that (1) the Authority or the Manager, as the case may be, shall invoice the Team, and the Team shall reimburse the Authority, for Team Event-Day Expenses paid by the Authority as provided in **Section 5.6** or as otherwise are the responsibility of the Team under this Agreement, and (2) the Team shall pay all operating costs and expenses of the Team Year-Round Use Areas and Team Allocated Spaces consistent with **Section 14.1**.

Section 5.5 Capital Enhancements.

(a) Authority Responsibility for Capital Funding Plan. The Authority, in consultation with the Team, shall prepare and develop a Capital Funding Plan annually to guide the future Capital Enhancements needs and priorities of the Stadium and Stadium Infrastructure. Except as otherwise provided in this **Section 5.5**, the Authority shall make all final determinations with respect to capital funding needs, priorities and expenditures for Capital Enhancements in consultation with the Team. The Authority shall be responsible for making, or for causing others to make, all Capital Enhancements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, in a prompt and timely manner for the Stadium, Stadium Infrastructure and the Stadium Site in order to maintain each at the Expected Facility Standard, all at the expense of, and paid for by, the Authority, subject to (i) the Team's responsibilities for Capital Enhancements costs, as applicable, relating to the Team Allocated Spaces and Team Year-Round Use Areas, and Team technology enhancements and applications for the Team Year-Round Use Areas and the Team Allocated Spaces pursuant to **Section 5.5(e)**, (ii) the Team's responsibilities for Team revenue enhancing Capital Improvements pursuant to **Section 5.5(g)**, and (iii) such other allocations of the costs of Capital Enhancements to the Team expressly made in this Agreement. The Authority and the Manager shall only be obligated to perform Capital Enhancements to the extent necessary to maintain the Stadium at the Expected Facility Standard, or such higher standard as otherwise agreed to by the Authority.

(b) Capital Enhancement Plans. Once the Authority has approved a Capital Funding Plan as provided in this **Section 5.5**, the Authority or the Manager at the direction of the Authority shall select an architect or engineer to prepare any necessary Capital Enhancement plans. The architect's or engineer's fees and expenses and all other costs associated with preparing the Capital Enhancement plans shall be reasonable and necessary and paid out of the Capital Projects Fund. The Authority shall review and approve the Capital Enhancement plans or other documentation with respect to the adequacy, correctness and efficiency thereof and their compliance with Applicable Laws and otherwise. The Authority shall own the Capital Enhancement plans, including any as-built plans relating thereto, which shall be delivered to the Authority upon completion of the Capital Enhancement described therein, all of which shall be accessible to the Team.

(c) Construction of Capital Enhancements. The Authority and the Manager shall have the exclusive right to select and enter into contracts with any and all contractors, subcontractors, suppliers, vendors, architects, engineers, construction managers, project managers, consultants or other entities or individuals with respect to the completion of all Capital Enhancements. The Manager shall use commercially reasonable efforts to ensure that the work performed by

contractors and subcontractors is performed in a good, skilled and efficient manner and in compliance with Applicable Laws. The Team may not make or permit Capital Enhancements except as may be permitted under **Section 5.5(d)** and **Section 5.5(i)**.

(d) **Emergency Repairs**. Subject to the terms of this **Section 5.5**, Emergency Repairs shall be authorized by the Manager in consultation with the Team. In making Emergency Repairs, the Manager shall comply with the requirements of all Applicable Laws. If the Manager fails to make an Emergency Repair for which it is otherwise responsible in a timely manner, the Team may elect to make such Emergency Repairs, in which case the Authority or the Manager shall reimburse the Team for all costs, for such Emergency Repair, incurred by the Team within thirty (30) days after submission of an invoice.

(e) **Team Capital Enhancements/Improvement Costs for Team Spaces**.

(i) Except to the extent (A) necessary to meet the Expected Facility Standard, (B) provided for in any Capital Funding Plan adopted pursuant to **Section 5.5(b)** or (C) as otherwise agreed to by the Authority, the Team will be responsible for all costs of Capital Improvements (whether incurred by the Team or, with the prior agreement of the Team, incurred by the Authority) in connection with the Team Year-Round Use Areas; and

(ii) Except to the extent (A) provided for in any Capital Funding Plan adopted pursuant to **Section 5.5(b)** or (B) as otherwise agreed to by the Authority, the Team will be responsible for all costs of Capital Enhancements, whether incurred by the Team or, with the prior agreement of the Team, incurred by the Authority, in connection with the Team Allocated Spaces.

The Team and the Authority acknowledge that, subject to the final Stadium design decisions, (1) with respect to the Team Year-Round Use Areas, the completed build-out shall be as provided in the Master Project Program, and (2) with respect to the Team Allocated Spaces (A) the Team Restaurant shall have a base level of finish to include utility hook-ups such as plumbing, gas, electrical, and mechanical and that any costs to build-out, equip and furnish the space will be at the Team's (or its designee's) sole cost and expense, and (B) all other Team Allocated Spaces shall have a base level of finish to include utility hook-ups such as plumbing, gas, electrical and mechanical and drywall hanging, taping, mudding and painting.

(f) **Team Revenue Enhancing Capital Improvements**. All costs of any Capital Improvement proposed by the Team which is intended primarily to provide revenue enhancements to the Team and that are beyond amenities contained in other first class premier NFL facilities, including any architect and engineer's fees and costs, and the cost of retrofitting of the Stadium and Stadium Infrastructure or required modifications to proposed Capital Improvements otherwise to be undertaken by the Authority, shall be borne by the Team to the extent either such Capital Improvement and the cost thereof are not included by the Authority in a Capital Funding Plan or the Authority has not otherwise agreed to pay the costs of any such Capital Improvement. Any such Capital Improvements will be coordinated with the Authority and not negatively impact any Authority Events. Such Capital Improvements may include technology enhancements, software and services development.

(g) Performance of Capital Improvements by the Team. Any alteration or Capital Improvement made by or for the Team shall be permitted only in or to the Team Year-Round Use Areas or Team Allocated Spaces, and shall be made only with the Consent of the Authority, and shall be completed (a) in a good, skilled, efficient, and prompt manner, using materials and equipment at least substantially equal in quality and class to the then-standards for the Stadium established by the Authority, (b) by an experienced, reputable contractor, (c) pursuant to contract terms entered in consultation with the Authority, and (d) in compliance with Applicable Laws and any insurance requirements. The Team shall maintain copies of “as built” drawing relating to any alterations or Capital Improvements (or, as applicable, final working drawings thereof, if any) and copies of contracts, invoices, evidence of payment and all other records of any alteration or Capital Improvement and shall, within thirty (30) days after request by the Authority, furnish the Authority with digital copies of such records; **provided, however,** that all plans, as-built drawings and final working drawings shall be the property of the Authority and copies thereof shall be provided to the Authority, with or without request, upon completion of the work reflected therein. Prior to the commencement of any work, the Team shall obtain and furnish copies to the Authority of all necessary governmental permits and certificates for the commencement and performance of any such alteration or Capital Improvements, together with evidence of its contractors’ workers’ compensation insurance in statutory limits, “all risk” or “special form” builder’s risk property insurance and general liability insurance, with a completed operation endorsement, for any occurrence in or about the Stadium (or such other insurance which is then reasonably commercially available to cover such risks), under which the Authority shall be named as additional insured and loss payee, with insurers reasonably satisfactory to the Authority. The Authority shall be furnished with evidence that all required insurance is in effect at or before the commencement of any alteration or Capital Improvement and, on request, at reasonable intervals thereafter during continuation of such work.

(h) Notice of Conditions. If either the Authority or the Team knows of or discovers any Applicable Laws necessitating performance of Capital Enhancements, or any condition or defect in, damage to, or alteration of the physical structure, fixtures, appurtenances, machinery, equipment, systems, surfaces or any other capital component of the Stadium or Stadium Infrastructure necessitating performance of Capital Enhancements or which, in such Party’s reasonable opinion, makes such Capital Enhancements necessary or advisable, such Party shall promptly notify the other of such matter.

Section 5.6 Team Stadium Event-Day Expenses. With respect to each Team Stadium Event, the Team shall pay directly, or reimburse the Authority for, the following: (i) direct Team Stadium Event expenses and (ii) Incremental Operating Expenses incurred in the operation of the Stadium, Stadium Infrastructure and Stadium Site (collectively, (i) and (ii) are the “**Team Event-Day Expenses**”). For purposes of illustration only, Team Event-Day Expenses shall include:

(i) incremental utility expenses incurred at the Stadium, Stadium Infrastructure and Stadium Site above the normalized average daily utility expenses on a day in which (A) no Stadium Event is held or (B) a Stadium Event is held that does not incur any measurable utility cost; **provided,** that the Authority and the Team shall agree upon adjustments which will reduce incremental utility expenses paid by the Team hereunder for charges incurred and payable by third Person(s) using utility services at the Stadium Site, as applicable. Utility expenses include: heat, water, chilled water, sewer, gas, Field

flood lights, and electricity. The normalized average daily utility expenses shall be determined on a periodic basis (at least once per calendar year) by agreement of the Authority and the Team. The Authority and the Team shall reasonably cooperate to determine estimates of such incremental utility expenses, and reconcile such estimates with determined actual usage, for the first year of the Term;

- (ii) broadband Communications Services pursuant to **Section 16.7;**
- (iii) ticket office staffing, ticket sellers, and ticket takers;
- (iv) security and other services, if any, provided by third-Persons, including the City, within the Stadium, Stadium Infrastructure and Stadium Site;
- (v) ushering expenses;
- (vi) public address system announcers and Team-only communications devices;
- (vii) restroom attendants;
- (viii) parking or traffic control personnel within the Stadium Site;
- (ix) any other third party Team Stadium Event day staff approved or provisioned by the Team; and any Authority staff to the extent requested and approved by the Team in connection with a Team Stadium Event (it being understood and agreed that (i) if the Team makes such a request of the Authority, the cost of such staff will be borne by the Team, and (ii) if the Team does not request or approve additional Authority staff (unless otherwise specifically required under this Agreement), the Authority may have additional staff present that it deems necessary or reasonably required in connection with such Team Stadium Event at the sole cost and expense of the Authority);
- (x) clean-up and trash removal costs during and after each Team Stadium Event;
- (xi) Team Event day activities/entertainment; and
- (xii) tents and enclosures on the Stadium Site.

Section 5.7 **No Incremental Costs of Retractable Feature.** The Parties agree that there will be no additional charges to the Team for Operating Expenses or post-construction Capital Repairs related to the Retractable Feature.

Section 5.8 **City Services for Team Stadium Events.** The Authority shall enter into an agreement with the City regarding traffic control for areas not within the Stadium Site. Neither the Authority nor the Team will be responsible for any charges associated with such traffic control agreement with the City. It is the understanding of the Parties that the City will provide certain municipal services outside of the Stadium Site in connection with Team Stadium Events, including police and security, fire prevention, emergency medical, street cleaning/trash removal and other similar services at no additional charge to the Parties.

Section 5.9 Real Estate or Personal Property Taxes. The Act provides that the Stadium and the Stadium Site are exempt from ad valorem taxation by the State or any political subdivision thereof, subject to certain exceptions and qualifications as set forth in Section 35(1)(c) of the Act. The Authority shall file all applications and seek such determinations as are necessary to reflect such tax exemption in the records of the relevant taxing authorities; **provided**, that if the Authority does not timely file and pursue such applications for exemption, the Team shall provide written notice to the Authority of the deficiency, and the Authority shall have thirty (30) days to cure its failure to so act. If the Authority fails to so act, the Team, at the expense of the Authority, shall have the right (but not the obligation), in its own name or in the name of the Authority, to file such applications or seek such determinations with respect to real or personal property taxes. The Authority agrees to timely sign all necessary instruments in connection with such application or determinations. To the extent a particular use by the Team (other than playing Team Games) results in real or personal property taxes, the Team shall be responsible for remitting such taxes, or contesting the remission of same, and to the extent any such tax is ultimately paid by the Team, the Authority shall indemnify the Team and reimburse the Team for paying any such real or personal property taxes occasioned by the Team's use of the Stadium. The Team shall bear the responsibility for, and all expenses related to, filing and prosecuting any tax protests and litigating any disputes related to tax exemption. The Authority, at its cost, will cooperate with the Team in filing tax protests and protesting taxes, including appearing as amicus curiae.

Section 5.10 Intentionally Omitted.

Section 5.11 Tax Compliance. The Team shall be responsible for collecting, accounting for, and remitting any sales taxes, admissions and amusement taxes, or other taxes assessed on ticket sales, merchandise sales, concession sales, Advertising, or other operations and activities conducted by the Team at the Stadium.

Section 5.12 Team's Ownership of Certain Property and Rights to Depreciation.

(a) Team's Stadium Property. The Parties acknowledge and agree that (i) portions of the monies paid by the Team under the Development Agreement (including the Team Contribution (as defined under the Development Agreement)) and payments under **Section 5.5(e), Section 5.5(f), Section 5.5(g), and Section 5.5(h)** of this Agreement shall be used to construct or provide (or cause to be constructed or provided) certain specific improvements, fixtures, furnishings, equipment and other Internal Revenue Code Section 1245 personal property of a nature described, without limitation, on **Exhibit D-1** to be placed in or upon the Stadium (including Team Year-Round Use Areas and Team Allocated Spaces) and related property (collectively, the "**Team's Stadium Property**"), and (ii) the Team shall retain the sole legal and beneficial ownership of the Team's Stadium Property to the extent that (A) the capital cost of such Team's Stadium Property is not included in the initial construction of the Stadium or Stadium Infrastructure or in any Capital Funding Plan, (B) such capital cost is paid for by or otherwise a capital cost for which the Team is responsible hereunder, and (C) such Team's Stadium Property is not permanently affixed to the Stadium or Stadium Infrastructure. The Team will have the right to remove the Team's Stadium Property which is legally and beneficially owned by the Team at its discretion, subject to the Team's responsibility to pay for the reasonable costs of removal and base-level repairs, if any, resulting from such removal.

(b) Team's Stadium Property Schedule. For purposes of identifying the Team's Stadium Property and the Team's Beneficial Rights (as defined below) therein, the Team shall prepare a schedule for the Authority's review and Consent identifying the items constituting the Team's Stadium Property and allocating the Team's investment among the items forming the Team's Stadium Property as the Team shall elect (such schedule and allocation the "**Team's Stadium Property Schedule**"). The Authority will have thirty (30) days after receipt to review and Consent to the Team's Stadium Property Schedule, or to notify the Team in writing of any objections. If the Authority does not deliver to the Team a written objection and the basis thereof to the Team's Stadium Property Schedule within thirty (30) days of receipt of such Team's Stadium Property Schedule, then the Team's Stadium Property Schedule shall be deemed automatically Consented to by the Authority and shall be final and binding on the Parties absent manifest error. If the Authority delivers to the Team a written objection and the basis thereof to the Team's Stadium Property Schedule within thirty (30) days of receipt by the Authority, then the Parties shall negotiate in good faith to resolve the disputes and, if the Parties are unable to resolve the disputes, either Party may seek any available remedy from a court of competent jurisdiction as set forth in **Section 32.11**. The final and binding Team's Stadium Property Schedule shall be affixed to this Agreement as **Exhibit D-2**.

(c) Team's Right to Depreciation. The Parties acknowledge and agree that (i) the Team shall have the sole depreciable interest for income tax purposes in all of the Team's Stadium Property (whether or not such Team's Stadium Property is owned legally and beneficially by the Team), and (ii) for all income tax purposes, neither the Authority nor any other Person shall have the right to take depreciation deductions with respect to the Team's Stadium Property or claim any other right to tax benefits arising from the Team's Stadium Property, such depreciation deductions and tax benefits (the "**Team's Beneficial Rights**") being exclusively reserved to the Team unless assigned by the Team, in whole or in part, to one or more third Persons (including Affiliates). The Team shall have (1) a right, title and interest in the leasehold interest, license, or other interest of the Team created by and arising from this Agreement and (2) a depreciable interest for tax purposes in, though no legal ownership of, all leasehold improvements paid for or otherwise funded by the Team. Neither the Team's ownership of, nor the Team's Beneficial Rights in, the Team's Stadium Property shall in any way affect, limit, modify or change in any way the rights, obligations and responsibilities of the Parties, as more particularly set forth in the Agreement; **however**, the Authority covenants and agrees to cooperate with the Team in the allocation of depreciable assets for the benefit of the Team with respect to the Team's Stadium Property, including in connection with the Team's Stadium Property Schedule, and the leasehold improvements to the Stadium and Stadium Infrastructure paid for or otherwise funded by the Team.

Section 5.13 Procurement of Material Operational Agreements.

(a) Team Right to Participate in Authority Procurement Process. In addition to the rights set forth in **Section 16.6** and **Section 16.7**, the Team has the right to participate in and approve the Authority's procurement process for all material operational agreements that the Authority may enter into with respect to the Stadium Site which will result in material financial charges by or through the Authority to the Team. By way of example and clarification, such material agreements are those that will result in material charges to the Team for Team Stadium Events such as, without limitation, Stadium Site clean-up and other like material Team Event-Day Expenses. The participation of the Team shall include the planning for, requests for proposals with

respect to, drafting of and negotiation of, and Consent to the Authority's award of such operational agreements. If the Team participates in the Authority's procurement process with respect to any material contract vendor as described above, the Team's right to designate such vendor as a sponsor is restricted pursuant to **Section 19.4**.

(b) **Team Right to Separately Procure**. The Team may directly select and enter into such contracts with vendors for services that would otherwise be provided under a contract with the Authority to the extent that it is commercially reasonable to procure such services under separate contracts. Any and all costs associated with procuring or providing those services directly selected and contracted by the Team shall be the sole responsibility of the Team.

ARTICLE 6 STADIUM BUILDER'S LICENSES

The Authority owns and shall retain the exclusive right to sell stadium builder's licenses ("SBLs") in the Stadium and shall sell the SBLs solely as set forth in the Development Agreement. This Agreement does not authorize SBLs and no SBLs, and no SBL program, rights, or obligations shall be authorized, initiated, or covenanted under this Agreement.

ARTICLE 7 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

The Parties acknowledge, stipulate and agree that (i) certain legislation was enacted, certain taxes have been imposed and certain bonds will be issued to permit construction of the Stadium and Stadium Infrastructure, (ii) the State and the Team will undertake significant monetary obligations in connection with financing obligations to permit construction of the Stadium and Stadium Infrastructure, (iii) the public economic, civic and social benefits from the Team playing Team Games and holding other Team Stadium Events at the Stadium are unique, extraordinary and immeasurable, (iv) the subject matter of this Agreement is unique and the circumstances giving rise to the construction of the Stadium and Stadium Infrastructure are particular, unique and extraordinary, (v) the rights, obligations, covenants, agreements, and other undertakings set forth in this Agreement constitute specific and material inducements for each of the Parties, respectively, to enter into this Agreement and to undertake and perform such other obligations related to the operation and use of the Stadium and Stadium Infrastructure, and (vi) each of the Parties, respectively, would suffer immediate, unique and irreparable harm for which there may be no adequate remedy at law in the event that any of the material provisions of this Agreement were not performed in accordance with their specific terms or are otherwise breached. Accordingly, each of the Parties acknowledges, agrees and stipulates that, in view of the circumstances set forth above, which are not exhaustive as to the interests at risk with respect to the respective performance of the Parties, each Party shall be entitled to seek, without the necessity of posting bond or other security in excess of Ten Thousand Dollars (\$10,000), to obtain specific performance and any other temporary, preliminary or permanent injunctive relief necessary to redress or address any breach or threatened or imminent breach of this Agreement. The Parties hereby agree and stipulate that the rights of the Authority to injunctive relief in the event of a breach of **Section 3.6** hereof shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Team.

ARTICLE 8 REVENUE GENERALLY

Section 8.1 Allocated Revenue. The Authority and the Team acknowledge and agree that all anticipated or potential sources of revenue related to the Stadium and Stadium Infrastructure shall be allocated to the Authority and the Team pursuant to the provisions of this Agreement.

Section 8.2 Unallocated Revenue. The Authority and the Team acknowledge and agree that to the extent that a source of revenue is not allocated under the terms of this Agreement, such revenue shall be allocated either (i) to the Team, if such revenue (A) is derived from a right held by the Team under this Agreement or from Team Stadium Events or (B) is derived from Future Marketing Rights of the Team, or (ii) to the Authority, if such revenue (A) is derived from a right held by the Authority under this Agreement or from Authority Events or (B) is derived from Future Marketing Rights of the Authority. Notwithstanding anything to the contrary in this Agreement, the Authority shall not have any right to add fixtures or similar elements to the Stadium, Stadium Infrastructure or Stadium Site (including, but not limited to, billboards or other signage) without written approval of the Team, which may be withheld in its sole discretion.

ARTICLE 9 TICKET REVENUE

Section 9.1 Team Exclusive Control. Subject to the Team's compliance with **Section 3.3(b)**, the Team shall have the exclusive control of all admission passes and tickets to Team Stadium Events and shall have the right to receive and retain all revenues from admission passes and tickets with respect to Team Stadium Events (such admission passes and tickets to Team Stadium Events, do not include SBL's). Subject to **Section 9.4** and **Section 10.1(b)**, the Team shall determine in its sole discretion the prices for admission passes and tickets to Team Stadium Events, the manner in which such admission passes and tickets are to be sold or resold, the assignment, allocation and distribution of such admission passes and tickets, and the terms and conditions of such admission passes and tickets. The Team shall bear all expenses of marketing, selling and distributing admission passes and tickets to all Team Stadium Events.

Section 9.2 Authority Events Tickets. The Authority shall have exclusive control of all admission passes and tickets for Authority Events and shall have the right to receive and retain all revenues from such admission passes and tickets with respect to Authority Events. Subject to **Section 10.2(a)** and **Section 10.6**, the Authority shall determine in its sole discretion the prices for admission passes and tickets to Authority Events, the manner in which such admission passes and tickets are to be sold or resold, the assignment, allocation and distribution of such admission passes and tickets, and the terms and conditions of such admission passes and tickets. The Authority shall bear all expenses of marketing, selling and distributing passes and tickets to all Authority Events.

Section 9.3 Ticketing/Box Office. A portion of the ticketing/box office space at the Stadium and Stadium Infrastructure will be available to the Team on a year-around basis (and will be defined as Team Year-Around Use Space) for the sale of tickets related to Team Stadium Events. All costs related to equipping the Team portion of the box office, including those not included in the Master Project Budget related to the Team Year-Around Use Space shall be the

responsibility of the Authority. The Team will be responsible for all other costs associated with the selling of tickets for Team Stadium Events and other activities related to the Team's use of the box office. A portion of the box office will be available to the Authority on a year-around basis for the sale of tickets related to Authority Events. All costs related to equipping the Authority portion of the box office not included in the Master Project Budget shall be the responsibility of the Authority. The Authority will be responsible for all costs associated with the selling of tickets for Authority Events and other activities related to the Authority's, or its designee's, use of the box office.

Section 9.4 Intentionally Omitted.

Section 9.5 No Sales and Use Taxes. The Authority agrees that there shall be no new or additional local sales or use tax imposed on sales at the Stadium Site.

ARTICLE 10 SUITES, CLUB SEATS AND LOGE BOXES

Section 10.1 Team Stadium Event Annual Suites.

(a) Annual Suites. Subject to the provisions of **Section 10.1(b)** and **Section 10.3**, the Team shall have the exclusive right to license all Suites, which right shall include the exclusive right to license Suites (other than the Team Suites) on an annual or multi-year basis pursuant to a Suite license agreement (the "**Annual Suites**"), and to control the pricing, marketing and allocation of, and bear all costs associated with the licensing of the Annual Suites for all Team Stadium Events. Unless otherwise agreed to by the Parties, any Suite contract or other agreement between the Team and a third Person (other than the NFL or its Affiliates) relating to the Suites shall contain certain provisions as set forth in the General Authority Guidelines for Terms and Conditions of Use of Suites, Club Seats and Loge Seats attached hereto as **Exhibit F**. The Team shall have the right to all revenue related to the sale of licenses to Annual Suites.

(b) Intentionally Omitted.

(c) Team Suites. The Team Suites are Team Year-Round Use Areas and shall be subject to the rights and obligations set forth in **Article 14**. The Team shall be responsible (i) to pay with respect to the Team Suites all costs related to food and beverage service and (ii) as between the Authority and the Team, for the conduct of the Persons it invites to its Team Suites for Stadium Events.

Section 10.2 Qualified Authority Event Annual Suites.

(a) Authority Ticket Sales and Provision of Tickets to Team.

(i) With respect to Qualified Authority Events, Annual Suite licensees shall have the option to purchase the number of tickets (for seating within the Suite) equal to the maximum number of persons permitted to occupy the applicable Suite to Qualified Authority Events, subject to **Section 10.2(c)** below. An Annual Suite may be used for any Authority Event so long as at least fifty percent (50%) of the fixed seats associated with such Suite are purchased by the Annual Suite licensee. If the Annual Suite licensee does

not purchase at least fifty percent (50%) of the fixed seats associated with its Suite, then the Suite in question may be resold by the Authority for the Authority Event in question. The price for the Annual Suite tickets shall be determined by the Authority Event promoter, but in no event shall the price of such tickets cost more than the highest ticket price of all generally available lower bowl tickets (excluding VIP tickets, special access tickets, and other similar premium priced tickets, but not Club Seats).

(ii) The Authority will purchase for or otherwise provide to the Team during the Term, without any charge, license, use or other fee of any kind, a number of tickets to all Qualified Authority Events corresponding to the number of fixed seats in the Team Owners' Suite and the Marketing Suite plus the number of "standing room only" tickets customarily allocated by the Authority to other holders of comparably-sized Suites for all Qualified Authority Events except (A) the Super Bowl, (B) NCAA Basketball Final Four, and (C) major national political conventions.

(b) Obstructed Views. With respect to any Qualified Authority Event, if one or more seats in an Annual Suite has an obstructed view, then the Authority shall use commercially reasonable efforts to make available for purchase by Annual Suite licensees tickets to the Authority Event in question for seats in prime seating locations in a number equal to the number of seats in the Suite that have an obstructed view, subject to the occupancy conditions set forth in **Section 10.2(a)**.

(c) Blackout Events — Annual Suites and Naming Rights Suites. Subject to the provisions of this **Section 10.2(c)**, licensees of certain Suites shall not have the right to occupy such Suites with respect to certain Authority Events, as follows:

(i) Annual Suites shall not have the right to occupy such Suites for the following Authority Events: (A) the Super Bowl, (B) college football playoff or National Championship games; (C) the NCAA Basketball Final Four, (D) NCAA basketball preliminary rounds and non-basketball NCAA championships, (E) a major national political convention, and (F) not more than three (3) promoter Qualified Authority Events held annually (on a calendar year basis).

(ii) Naming Rights Suites shall not have the right to occupy such Suites for the following Authority Events: (A) the Super Bowl, (B) college football playoff or National Championship games; (C) the NCAA Basketball Final Four, and (D) a major national political convention.

Each of the foregoing events described in (i) and (ii) immediately above, which removes the right to occupy with respect to the Annual Suite licensees and the Naming Right Suite licensees is a "**Blackout Event**," and collectively are the "**Blackout Events**." The ability to sell tickets to occupy Annual Suites during Blackout Events shall be subject to the specific agreements for such event; for example no such right shall exist for the Super Bowl. Where there is an ability to sell tickets and occupy Annual Suites for Blackout Events, such rights and the rights to retain all revenue from such suites shall be retained by Authority.

With respect to all Authority Events which may become a Blackout Event, the Authority may accept the Blackout Requirement if (i) the Authority has an inability to host such Authority Event due to a failure to satisfy the Blackout Requirement, and (ii) the Authority uses commercially reasonable efforts to prevent a Blackout Requirement. The Authority shall advise and collaborate with the Team with respect to Authority Events which may require a Blackout Requirement prior to application, as applicable, or during negotiations for the potential Authority Event. If the Blackout Requirement cannot be prevented, the Authority will use commercially reasonable efforts to limit the Blackout Requirement to a minimum number of Annual Suites. If the Blackout Requirement requires less than all Annual Suites, then the Authority shall make commercially reasonable efforts to limit the Annual Suites that are available to and filled by the Authority or the promoter to satisfy the Blackout Requirement in the following order: [_____] [(it being understood that the foregoing Suite level descriptions are based upon verbiage in drawings prepared by the architect for the Stadium pursuant to the Development Agreement Documents)].

(d) Blackout Event — Ticket Purchases Relating to Displaced Annual Suite Licensees. For any Blackout Event, the Authority shall use reasonable commercial efforts to make available for purchase by each displaced Annual Suite licensee the number of tickets to such Blackout Events that is equal to the number of fixed seats in such Suites affected.

(e) Blackout Events Exceptions. The Blackout Event right to displace Suite licensees shall not apply to (i) the Team Suites and (ii) the Naming Rights Suites with respect to NCAA basketball preliminary rounds and non-basketball NCAA championships and any promoted Qualified Authority Event.

Section 10.3 Event-Day Suites/Unlicensed Annual Suites. The Team shall have the right to sell, control the pricing, marketing and allocation of, and bear all costs associated with marketing and selling Suites normally sold on an event-by-event basis (“**Event-Day Suites**”) on the days of Team Stadium Events and any Annual Suites which are unlicensed on an annual basis and subject to the Suite License Agreement (“**Unlicensed Annual Suites**”) at the time of the Team Stadium Events for Team Stadium Events and it shall have the right to all revenue related to such sales. The Authority shall have the right to sell, control the pricing, marketing and allocation of, and bear all costs associated with marketing and selling Event-Day Suites and Unlicensed Annual Suites for Authority Events and shall have the right to all revenue related to such sales.

Section 10.4 Club Seats. The Team shall have the exclusive right to license Club Seats (or the equivalent), or to sell such seats on an event by event basis, and control the pricing, marketing and allocation of, and bear all costs associated with licensing and selling Club Seats, for Team Stadium Events, and shall have the right to all revenue related to such sales. For the avoidance of doubt, the Team shall have the right to all revenue related to the premium portion of Club Seats for all Team Stadium Events. Unless otherwise agreed to by the Parties, any contract or other agreement between the Team and a third Person (other than the NFL or its Affiliates) relating to Club Seats shall contain certain provisions as set forth in the General Authority Guidelines for Terms and Conditions of Use of Suites, Club Seats and Loge Seats attached hereto as **Exhibit F**. Subject to **Section 10.6**, the Authority has the right to sell, or allow to be sold, Club Seats (or the equivalent) and control the pricing, marketing and allocation of, and bear all costs

associated with selling Club Seats, for all Authority Events and shall have the right to all of the revenue related to such sales.

Section 10.5 Loge Boxes. The Team shall have the exclusive right to license Loge Boxes (or any other special seating arrangement offered by the Team), or to sell such seats on an event by event basis, and control the pricing, marketing and allocation of, and bear all costs associated with the licensing and selling of Loge Boxes for Team Stadium Events, and shall have the right to all revenue related to such sales. Unless otherwise agreed to by the Parties, any contract or other agreement between the Team and a third Person (other than the NFL or its Affiliates) relating to Loge Boxes shall contain certain provisions as set forth in the General Authority Guidelines for Terms and Conditions of Use of Suites, Club Seats and Loge Seats attached hereto as **Exhibit F**. Subject to **Section 10.6**, the Authority has the right to sell, or allow to be sold, Loge Boxes (or other special seating arrangements) and control the pricing, marketing and allocation of, and bear all costs associated with selling Loge Boxes or other special seating arrangements, for all Authority Events and shall have the right to all of the revenue related to such sales.

Section 10.6 Right of First Refusal. With respect to Qualified Authority Events, the Authority agrees to allow Club Seat and Loge Box seat licensees with an annual license for Team Stadium Events the right of first refusal to purchase tickets for such Qualified Authority Event for their Club Seat or Loge Box seat, or alternative prime seating location if the licensee's Club Seat or Loge Box seat is obstructed or it is not practical to utilize such seat due to the nature of the event; **provided, however**, that the Authority will provide reasonable time limits and other terms and conditions for exercising such right of first refusal to the extent reasonable and necessary to permit the Authority to market tickets and further, that this right of first refusal shall not extend to the events listed in **Section 10.2(c)(i)**. In the event a Club Seat or Loge Box seat licensee does not exercise its right of first refusal under this **Section 10.6**, the Authority shall make such remaining tickets available to the Team's other season ticket holders prior to sale or distribution of the remaining tickets to any third Person (subject to the reasonable time limits and other terms and conditions described above).

Section 10.7 Authority Cooperation for Non-Qualified Authority Events. The Authority agrees to cooperate in good faith and use commercially reasonable efforts (such efforts not to require the expenditure of money) to accommodate requests of the Team for its Annual Suite licensees to make use of their respective Annual Suites for Authority Events which are not Qualified Authority Events.

ARTICLE 11

NAMING RIGHTS, ENTITLEMENT RIGHTS AND IMAGE RIGHTS SECTION 11.1. TEAM EXCLUSIVE RIGHT TO NAMING RIGHTS.

(a) Grant of and Authorization to License Naming Rights. Subject to **Section 11.1(b)** and **Section 11.5**, during the Term, the Authority hereby grants to the Team on a royalty-free basis and the Team hereby accepts, the exclusive and nontransferable (subject to the terms of **Section 23.1**) right and license (i) to negotiate, sell, license and sublicense, grant, and enter into agreements with respect to and for any Naming Rights (and any such agreements or any part thereof may also grant Advertising Rights and benefits) between a Naming Rights Sponsor (other than the Team) and the Team (any such agreements between the Team and another Person relating to Naming

Rights shall be referred to herein as a “**Naming Rights Agreement**”) or (ii) in its discretion, to reserve some or all of the Naming Rights for its own use and use by its Affiliates. The Stadium shall have one (1) Stadium Name and the Plaza shall have one (1) Plaza Name; provided, however, as market conditions change, the Authority will work with the Team in good faith to agree upon modification of the foregoing restriction. Neither the Stadium Name nor the Plaza Name shall be changed hereunder unless (A) such change is a consequence of a change in the Naming Rights Sponsor and termination of the associated existing Naming Rights Agreement, in each case of either the Stadium Name or the Plaza Name or (B) such change is to be made at the direction of the applicable Naming Rights Sponsor in accordance with the applicable Naming Rights Agreement. At no time shall the Team have more than one (1) Naming Rights Agreement in effect for each of (1) the Stadium, and (2) the Plaza.

(b) Intentionally Omitted.

(c) Naming Rights Revenues and Costs. The Team shall have the exclusive right to contract for and receive all revenue from, and bear all costs associated with contracting for, the grant, licensing, and sublicensing of any and all Naming Rights.

(d) Naming Rights Agreements. Notwithstanding anything to the contrary in this Agreement, the Team may grant, license and sublicense Naming Rights under written agreements at any time, including during the design of the Stadium, the Stadium Infrastructure and the Stadium Site, subject to **Section 11.1(a)**. Each Naming Rights Agreement may: (i) include a sublicense of the Naming Rights granted herein consistent with the terms hereof; (ii) permit the Naming Rights Sponsor on a nonexclusive basis to use, as applicable, the Stadium Name and/or the Plaza Name in connection with its Advertising, consistent with the terms granted herein to the Team; and (iii) include the right to display, place and affix Signage dedicated to the applicable Naming Rights Sponsor consistent with the terms granted herein to the Team and in and around the physical areas of the Stadium, Stadium Infrastructure and Stadium Site in such areas and at such locations as agreed by the Team and the Authority during the design of the Stadium and the development of the Final Signage Plan. Any Naming Rights Agreement shall terminate no later than the termination or expiration of this Agreement and shall not contain any term or condition that conflicts with this Agreement.

Section 11.2 Team Exclusive Right to Entitlement Rights.

(a) Authorization to Grant Entitlement Rights. Subject to **Section 11.2(b)** and **Section 11.5**, the Authority hereby grants to the Team on a royalty-free basis, and the Team hereby accepts, the exclusive and nontransferable (subject to the Terms of **Section 23.1**) right and license (i) to negotiate, sell, license and sublicense, grant and enter into agreements with respect to and for any and all Entitlement Rights (and any such agreements or any part thereof may also grant Advertising Rights and benefits) between an Entitlement Rights Sponsor (other than the Team) and the Team (any such agreements between the Team and another Person relating to Entitlement Rights is an “**Entitlement Rights Agreement**”) or (ii) in its discretion to reserve some or all of the Entitlement Rights for its own use and use by its Affiliates.

(b) Intentionally Omitted.

(c) Entitlement Rights Revenues and Costs. The Team shall have the exclusive right to contract for, and receive all revenue from, and bear all costs associated with, contracting for the grant, licensing and sublicensing of any and all Entitlement Rights.

(d) Entitlement Rights Agreements. Notwithstanding anything to the contrary in this Agreement, the Team may grant, license and sublicense the Entitlement Rights under written agreements with Entitlement Rights Sponsors at any time, including during the design of the Stadium, the Stadium Infrastructure and the Stadium Site. Each Entitlement Rights Agreement may: (i) include a sublicense of the Entitlement Rights granted herein consistent with the terms hereof; (ii) permit the Entitlement Rights Sponsor on a nonexclusive basis to use its Entitlement Rights Name in connection with its Advertising consistent with the terms granted herein to the Team; and (iii) include the right to display, place and affix Signage dedicated to the Entitlement Rights Sponsor consistent with the terms granted to the Team and in and around the physical areas of the Stadium, Stadium Infrastructure and Stadium Site in such percentage and at such locations as agreed by the Team and the Authority during the design of the Stadium and the development of the Final Signage Plan. Any Entitlement Rights Agreement shall terminate no later than the termination or expiration of this Agreement, and shall not contain any term or condition that conflicts with this Agreement.

Section 11.3 Images; License Rights to Images.

(a) Authority's Right to Create Images. The Authority shall, at all times during the Term and thereafter, have the right to photograph, artistically render, illustrate, depict or otherwise record or create Images of the Stadium, Stadium Infrastructure, and any portion of the Stadium Site (including portions thereof and including by motion picture, still or video photography or any similar technology presently existing or hereafter developed and artistic depictions with or without the Naming/Entitlement Marks **provided** that such Images shall not include Team Indicia), except as provided herein. The Authority shall not, however, permit any Person who is a Direct Competitor to use any Images of the Stadium, Stadium Infrastructure or any portion of the Stadium Site in any Advertising.

(b) Team's Right to Create Images. During the Term, the Team shall have the royalty-free right to photograph, artistically render, illustrate, depict or otherwise record or create Images of the Stadium, Stadium Infrastructure, and any portion of the Stadium Site (including portions thereof and including by motion picture, still or video photography or any similar technology presently existing or hereafter developed and artistic depictions with or without the Naming/Entitlement Marks). After the termination or expiration of this Agreement, the Team shall have no greater rights than a member of the general public has under US copyright law to photograph, artistically render, illustrate, depict or otherwise record or create Images of the Stadium, Stadium Infrastructure, and any portion of the Stadium Site.

(c) Ownership of Authority Images. The Authority shall be the sole and exclusive owner of all Authority Images, as provided in **Section 17.1(a)**. Except as set forth in **Section 11.3(e)**, the Authority does not grant any right or license to the Team with respect to the Authority Images. Any right or license in the Authority Images outside the scope of **Section 11.3(e)** shall only be pursuant to a separate written instrument executed and delivered by the Parties hereto.

(d) Ownership of Team Images. The Team shall be the sole and exclusive owner of all Team Images, as provided in **Section 17.2(a)**. The Team does not grant any right or license to the Authority with respect to the Team Images. Any right or license in the Team Images shall only be pursuant to a separate written instrument executed and delivered by the Parties hereto.

(e) License to Team for Architecture Images. The Authority hereby grants to the Team, and the Team hereby accepts, a non-exclusive, nontransferable (subject to the terms of **Section 23.1**) royalty-free right and license, with the right to sublicense, to use and exploit, including the right to reproduce, prepare derivative works, distribute, perform, display, and publish, the Architecture Images made in connection with Permitted Activities during the Term, and thereafter only in connection with Permitted Activities as provided in the survival provisions of **Section 17.4** (Team and NFL Rights After Termination of the Agreement). The Team may sublicense the foregoing Architecture Image license under a Naming Rights Agreement, Entitlement Rights Agreement or other valid, written agreement, including those agreements containing Advertising Rights. Each such agreement shall terminate no later than the termination or expiration of this Agreement or as permitted in the survival provisions, and shall not contain any term or condition that conflicts with this Agreement.

(f) Certain Definitions.

(i) **“Architectural Image”** shall mean Images that are created in connection with architectural services under any design services agreement entered into by the Authority or its Affiliates with respect to the Stadium, the Plaza, the Stadium Infrastructure and the Stadium Site.

(ii) **“Authority Image”** shall mean (A) Images that are created by, or on behalf of, the Authority, and (B) the Architecture Images.

(iii) **“Image”** shall mean any image, picture, illustration, or depiction of the Stadium, the Plaza, Stadium Infrastructure and Stadium Site, in whole or in part, whether in 2D, 3D, video, motion picture or other visual format (or any similar technology presently existing or hereafter developed).

(iv) **“Permitted Activities”** shall mean (A) exercise of the Team’s Advertising Rights under **Section 19.1(a)**, and (B) the promotion and sale of Merchandise items through all channels of promotion and sale, including Internet sales, and shall exclude any activity that is listed in the last sentence of the definition of “Advertising” below.

(v) **“Team Image”** shall mean Images that are created by, or on behalf of, the Team, its Affiliates, or the NFL

Section 11.4 Sublicense of Stadium Name, Plaza Name, and Entitlement Rights Name(s) to Authority; Use of Names; Directional Signage.

(a) Authority Use of Names. The Authority shall use the Stadium Name and the Plaza Name (as applicable) in all communications and promotion the Authority may undertake with respect to the Stadium, Stadium Infrastructure and Stadium Site, including in connection with the promotion of the sale of tickets to Authority Events, and, at a minimum, such use by the Authority

shall include use of (i) the Stadium Name on Authority letterhead, envelopes, mailing labels, business cards, and telephone listings, and to identify the Stadium in Advertising, promotional materials and Authority web sites, (ii) the Plaza Name whenever the Authority refers to the Plaza in connection with its operations, and (iii) the Entitlement Rights Name(s) when referring to locations within the Stadium Site, including on directional signage and maps. Throughout the term of any Naming Rights Agreement, the Authority will not use or grant the use of, and the Authority will use the Authority's commercially reasonable efforts to require its licensees to refrain from using, any name or nickname, other than (i) the Stadium Name, as the name or reference to the Stadium, (ii) the Plaza Name, as the name or reference to the Plaza, and (iii) the Entitlement Rights Name(s). The Authority shall use the Stadium Name, the Plaza Name, and the Entitlement Rights Names as specified by the Team and shall not have the right to select or change the Stadium Name or the Plaza Name for any reason, including for the benefit of any sponsor or other beneficiary of the Authority; **provided**, that the Stadium Name and the Plaza Name must meet the standards specified in **Section 11.5**.

(b) Grant of License to Authority of Stadium Name, Plaza Name, and Entitlement Rights Name(s), and Associated Marks.

(i) During the Term, the Team hereby grants to the Authority, and the Authority hereby accepts, a nonexclusive, nontransferable (subject to the terms of **Section 23.1**), sublicensable, royalty-free right and limited license (i) to use the Stadium Name, the Plaza Name, and the Entitlement Rights Name(s) as designated, and in the styles specified, by the Team or its Affiliates, including Naming/Entitlement Marks and Team Indicia approved for use by the Team or its Affiliates (for example, use in connection with Concessions and by the Stadium Manager for Stadium and Plaza identification, which are hereby approved, subject to agreement on the Team Indicia and style to be used), to conduct its operations and for Authority Events, including for promotion of Authority Events. Any such use of the Stadium Name, the Plaza Name, and the Entitlement Rights Name(s) shall be in accordance with the requirements of any of the Naming Rights Agreements and Entitlement Rights Agreements that have requirements for stylized licensed presentation or form in the use of the Stadium Name, the Plaza Name, the Entitlement Rights Name(s), and the associated Marks applying thereto. The Team shall deliver written notice of such requirements to the Authority. In all cases, any use described above shall be consistent with such standards, and any departure from such standards is subject to the prior approval of the Team or its Affiliates.

(ii) Any use of Team Indicia by the Authority must be approved in advance, in writing by the Team and must be consistent with NFL Rules, as may be amended from time to time, which rules currently permit only limited uses outside of the Team's home marketing area as defined under NFL Rules (e.g. uses on the Authority's website promoting the Stadium) such as depictions of the Stadium which include ancillary and incidental uses of Team Indicia (e.g., a photograph of the inside of the Stadium including Team logo as depicted on the Field) which are (x) de minimis in nature and (y) not associated with any third party brand, product or service; and (ii) to use the Stadium Name (provided the Stadium Name does not contain any Team Indicia and conforms with the requirements of the Naming Rights Agreements).

(iii) The Authority may use the Stadium Name for the purpose of itself engaging in the design, manufacture, promotion and sale of merchandise items through all channels of promotion and sale, including Internet sales. Any such use of the Stadium Name shall be in accordance with the requirements of any of the Naming Rights Agreements that have requirements for stylized licensed presentation or form in the use of the Stadium Name, or the associated Marks thereto. The Team shall deliver written notice of such requirements to the Authority. In all cases, any use described above shall be consistent with such standards, and any departure from such standards is subject to the prior approval of the Team or its Affiliates. Such merchandise items, as described above, shall be limited to (a) cups, glasses, thermoses, mugs, tumblers and water bottles, (b) tee-shirts, collared shirts, golf shirts, sweatshirts, sweatpants, windbreakers, jackets and pullovers, (c) hats, stocking caps and visors, (d) pens, key chains and thumb drives, (e) books and pictures, (f) backpacks and sack packs, (g) umbrellas, and (h) other such additional items in the above categories agreed to in writing by the Naming Rights Sponsor. In all instances, such merchandising and use of Intellectual Property shall be in accordance with the requirements of any of the Naming Rights Agreements that have requirements for stylized licensed presentation or form in the use of the Stadium Name, and the associated Marks applying thereto. The Authority shall conduct all such merchandising activities in accordance with Applicable Law and consistent with the requirements of this Agreement. The Authority shall defend and indemnify the Team with respect to any third Person claim arising from the Authority's merchandising activities as described herein. The foregoing right to merchandise does not restrict the Authority's right to use the Stadium Name in connection with merchandise associated with an Authority Event.

(c) Directional Signage. In addition, the Authority shall include (or cause to be included) the Stadium Name and the Plaza Name on all directional or other signage that refers to or identifies the Stadium or the Plaza, as applicable. The foregoing shall also require that mutually agreed upon maps and other directional signage of the Stadium and the Plaza will include the location of specified Entitlement Rights Name(s) areas.

Section 11.5 Prohibited Names/Damaging Names. Each of the Stadium Name, the Plaza Name, and the Entitlement Rights Name(s) shall not (i) be a violation of Applicable Laws, (ii) be a name that could be reasonably deemed to promote violence, (iii) expressly encourage illegal activity or the use of tobacco by minors, (iv) relate to any illicit drugs or any disreputable sexually oriented business or enterprise, (v) contain an overt political message or reference, (vi) relate to any firearms *or tobacco company*; (vii) violate any NFL rule or policy related to naming rights or sponsorship categories, including specifically any rules and policies related to gambling. Other than a Stadium Name or a Plaza Name that is/are preapproved in the last provision of this **Section 11.5**, prior to the Team's grant of Naming Rights, the Authority shall receive written notice of such planned name from the Team. Upon receipt of a notice of non-preapproved Naming Rights, if any, the Authority shall have fourteen (14) days to send a notice of disapproval of any particular Naming to the Team due to the specific name prohibitions described above in this **Section 11.5**. If the Authority does not send such a notice of disapproval within fourteen (14) days of receipt of a Stadium Name or Plaza Name, as applicable, such Stadium Name or Plaza Name shall be deemed automatically and irrevocably approved. If the Authority sends a notice of disapproval, the Team and the Authority shall discuss in good faith, and attempt to resolve, any disagreement under this **Section 11.5** related to the proposed name. If the disagreement cannot be resolved by the Parties,

the Team may select a different name (and the approval procedures above shall apply) or the Team may submit the dispute to a court of competent jurisdiction pursuant to **Section 32.11**. Notwithstanding anything to the contrary in this **Section 11.5**, the Authority agrees that, with respect to the grant of Naming Rights by the Team, each of the corporate names (and any assumed or trade names or “doing business as” names which contain some portion of the corporate name) of [_____] (1) is pre-approved by the Authority as an acceptable Stadium Name or Plaza Name, (2) is deemed to not contravene any of the restrictions in this **Section 11.5**, and (3) is not subject to the fourteen (14) day Authority approval period described above.

Section 11.6 Cost Reimbursement for Change in Name. In the event that any of the Stadium Name, Plaza Name, or Entitlement Rights Name(s) given to the Stadium, the Plaza or other parts of the Stadium Infrastructure or the Stadium Site pursuant to a Naming Rights Agreement or an Entitlement Rights Agreement is changed by the Team or its Affiliates, and the Authority is by the terms of this Agreement required to use such Stadium Name, Plaza Name or Entitlement Rights Name(s), upon written notice by the Team that the Authority must change its usage and publication of the applicable name, the Authority shall promptly make such change and the Team shall reimburse the Authority, within thirty (30) days after the receipt by the Team of a detailed invoice from the Authority together with reasonable supporting documentation of such expenses, for the reasonable and necessary third Person costs incurred and paid by the Authority in connection with such name change, including the third Person costs reasonably and necessarily incurred and paid by the Authority to replace letterhead, envelopes, mailing labels, business cards, advertising and promotional materials, web sites, and telephone listings and other advertising, as well as all Signage changes and building design changes, unless such costs are included in the Capital Funding Plan.

Section 11.7 Name Change Transition. If any of the Stadium Name, Plaza Name, or Entitlement Rights Name(s) are changed as described in **Sections 11.4(b) or 11.6**, following a reasonable transition period after such changes are made, the Authority will use each such new name as applicable and as contemplated herein. The Authority shall require any Person to whom it has granted rights or licenses with respect to the foregoing to do the same.

ARTICLE 12

CONCESSIONS AND OTHER FOOD BEVERAGE SERVICES

Section 12.1 Authority and Team Selection of Concessionaire. The Team will select a vendor or vendors to provide all forms of Concession(s) (as defined below) services for substantially all of the areas at the Stadium Site (the “**Concessionaire**” or “**Concessionaires**”). Each selection of a Concessionaire shall be evidenced by a written agreement between the Authority or the Team and Concessionaire that is approved by the Team (the “**Concession Agreement**” or in the aggregate the “**Concession Agreements**”). Concession Agreements shall, individually or in the aggregate, at a minimum, cover premium food and beverage operations, general concessions, catering and concessions for Suites, Club Seats, Loge Boxes and other areas where food and beverage service may be provided, including in those areas outside the Stadium designated by the Authority and the Team (the “**Concessions**”). Unless requested in writing by the Team, (i) the Concessionaire or Concessionaires engaged to provide such services at the Stadium Site shall not be engaged for merchandising activities on behalf of the Team; as set forth in **Section 13.1**, and (ii) the Team will engage its own merchandising vendor for Team Stadium Events.

Section 12.2 Concessions Revenue Allocation. The Team shall receive directly from the Concessionaires all revenues from the sale of Concessions at the Stadium Site in connection with Team Stadium Events, less any sales or excise taxes paid by the Concessionaires and less the Concessionaire's compensation as set forth in each Concession Agreement. The Team shall also have the exclusive right to contract for and receive all revenues derived in connection with the grant of placement and branded products (e.g., pouring rights), including grants of product exclusivity and/or supplier designation(s) (e.g., "official hot-dog," "official soft drink"), to third party vendors and suppliers for the Stadium, Stadium Infrastructure and the Stadium Site related to Concessions; **provided, however**, that such branded products, vendors and suppliers (a) shall not be of a quality that is materially lower than comparable products or providers, (b) shall be priced at a price that is not materially higher than comparable products or providers and shall not have a material detrimental effect on Authority Event revenues, (c) shall not have a material detrimental effect on the Authority's Operating Expenses of the Stadium and (d) shall not violate Applicable Law. With respect to permanent Concession areas that are designated branded stands (i.e., permanent physical Concession areas that are "built-out" as part of the Stadium Infrastructure and associated with a specific Person (e.g., [_____])) rather than a specific product type stand (e.g., barbecue), such determinations will be made by the Team, in consultation with the Concessionaire(s), after considering general issues related to profitability, and shall not materially and adversely affect (A) the Operating Expenses of the Authority, or (B) in the case of permanent branded stands, Concessions revenues available to the Authority at Authority Events. The Team shall have access at reasonable times to all Authority and Concessionaire records pertaining to Concession related receipts and associated transactions, and shall also have the right to audit, at the cost of the Team or the Concessionaire as determined in accordance with the Concession Agreement, the books and records of the Concessionaire and the Authority. The Concessionaire and Authority shall pay the Team all monies determined due to the Team in the audit plus interest at a rate equal to the lesser of the Prime Rate and the highest rate permitted by Applicable Law, payable from the date such payment was fixed and due to the date of payment thereof, and, if the amount due is more than four percent (4%) of what was paid the Team in any year or more than two percent (2%) in any three consecutive years, all costs associated with said audit. For all Stadium Events, the Team and the Authority shall utilize only those Concessionaires agreed upon by the Authority and the Team, except as may be otherwise required in specific "pouring rights" situations.

Section 12.3 Prohibition on Subcontracting. Concession Agreements shall not permit the Concessionaires to sub-contract for food services, including branded stations, without the prior written approval of the Authority or the Team with whom the Concessionaire has contracted for the proposed subcontracted services.

Section 12.4 Management of Concessionaire During Events/Concessionaire General Manager.

(a) Management of Concessionaire During Events. The Team shall have the responsibility and the right to manage the Concession operations at the Stadium during all Team Stadium Events. The Authority shall have the responsibility and the right to manage the Concession operations at the Stadium during all Authority Events.

(b) Concessionaire General Manager. The Team shall select the general manager of each Concessionaire, and any and all replacements of such general manager(s).

Section 12.5 Determination of Quality, Menu, Pricing, Portion Sizes and Brands. The Team shall determine the quality, menu, pricing, brands of products and manner of service of all Concessions to be sold at the Stadium Site for Team Stadium Events, and shall have the additional rights set forth in **Section 12.2** with respect to all Stadium Events and the Stadium Site. The Team will work cooperatively and collaboratively with the Authority and the Concessionaire regarding the quality, menu offering, pricing, portion sizes and other matters affecting Concessions to be offered at Team Stadium Events; **provided, however**, that the Team shall have final decision making authority with respect to such matters for Team Stadium Events and the Authority shall have final decision making authority with respect to such matters for Authority Events. The Concession Agreements shall not prohibit sampling on the Stadium Site by sponsors or licensees of the Authority or the Team and its Affiliates.

Section 12.6 Authority and Team Consultation Regarding Food, Beverage and Other Concession Matters. Authority and the Team shall work cooperatively to collaborate with respect to all matters related to services provided by the Concessionaire(s), including (i) all Concessions, without limitation, the premium food and beverage, general concessions and catering services to be provided and items to be sold in each sales location within the Stadium Site, and (ii) the minimum number of vendor personnel who will work in each of the Concessionaire facilities and/or level of the Stadium Site, including determining the length of time vendors will be required to continue to sell products in the stands during a Stadium Event. Subject to the provisions of this **Article 12**, each Concession Agreement shall require the Concessionaire to obtain the approval (i) of the Team with respect to the items to be sold, and personnel levels and selling periods, in the Stadium Site consistent with the provisions of this Agreement for Team Stadium Events, and (ii) of the Authority with respect to the items to be sold and personnel levels and selling periods, in the Stadium Site with respect to Authority Events.

Section 12.7 Purchases by the Authority and the Team.

(a) Authority and Team Purchases. Each Concession Agreement shall provide that the Concessionaire shall provide the Authority (consistent with Authority policy), the Team, the Manager, or other third Persons utilizing the facilities with services for the benefit of, respectively, the Authority or the Team and their Affiliates, employees or other guests of such Persons, which shall be billed to the Person utilizing such facilities and services on a cost or cost-plus basis, as determined by the Concession Agreement. The foregoing includes, by way of example, services provided to the Authority, the Team, the owner(s) of the Team, the Team Owners' Suite, Marketing Suite, press boxes, employee and press dining rooms and other allocated spaces, and official functions of the Authority and the Team.

(b) Employee and Press Dining Room(s). Each Concession Agreement shall provide that the Concessionaire shall operate and provide food and beverages, catering, and other Concessions requested, to members of the media, employees of the Authority (consistent with Authority policy) and the Team, and their Affiliates, and other business associates in one or more dining rooms designated for such use. Each Concessionaire shall agree that it shall charge all business use "on account" by the Authority, the Team and their Affiliates. Charges for the food,

beverages, and other Concessions shall be provided on a cost basis, as determined by the Concession Agreement.

Section 12.8 Limitation on Lump Sum Payments. Neither the Authority nor the Team shall accept directly or indirectly from any Concessionaire, without mutual agreement of the other Party, any lump-sum payments of anticipated Concession revenues or other monies or items of value that would materially and adversely affect the revenues received from the Concessionaires by the other party if such consideration had not been received. The foregoing shall not apply to required capital improvements required to be paid by the Concessionaire under the applicable Concession Agreement.

Section 12.9 Sale of Alcohol Beverages.

(a) Alcohol Beverage Policy. The Team shall have the right to designate at which Team Stadium Events, and periods before and during such Team Stadium Events, alcohol beverages will be offered for sale within the Stadium, Stadium Infrastructure and the Stadium Site. Such Team designations shall be in accordance with Applicable Law. The Team has entered into this Agreement with the expectation that the Authority shall be permitted and required to serve and sell alcohol beverages at the Team Stadium Events, in accordance with the policies currently in place at other NFL stadiums with respect to such matters as the periods during which alcohol beverages may be offered for sale, the types of alcohol beverages which may be offered for sale and the number of alcohol beverages which may be offered for sale to an individual customer.

(b) Licensing Requirement. The Authority shall at all times during the Term own and maintain all privileges, licenses and permits in accordance with Applicable Law for the sale and consumption of intoxicating or alcohol beverages on or in the Stadium Site, including the Stadium and the Stadium Infrastructure.

(c) Restrictions Imposed on Alcohol Offering. If the Authority is restricted from offering alcohol beverages for sale at the Stadium Site during the Term for any reason other than the sole fault of the Team, and the Team demonstrates a material financial detriment as a direct result thereof, the Authority shall negotiate in good faith an equitable settlement of any revenue loss.

(d) Compliance with Nevada Alcohol Statutes. The Authority shall comply with the provisions of Nevada Revised Statutes Section [____], and any similar statutes adopted and in effect from time to time in the State of Nevada.

(e) Proceedings Regarding Licenses and/or Permits for the Sale of Alcohol Beverages. The Authority shall advise the Team in writing of any pending or threatened actions against the Authority or any Concessionaire which could result in the suspension or revocation of any privilege, license or permit necessary to the service of alcohol beverages at the Stadium Site. In the event of the suspension or revocation of any such privilege, license or permit, and if such suspension or revocation shall not be stayed or appealed in a manner that will permit the Authority to continue to serve alcohol beverages, the Authority shall be obligated to secure a subcontractor, at its sole cost and expense (without financial or other effect on or to the Team), authorized to sell alcohol beverages. Upon restoration of the Authority's privileges, licenses and/or permits so that

it can serve alcohol beverages, the Authority shall resume the sale of alcohol beverages, and the services of the subcontractors shall be terminated. If the Authority fails to obtain a subcontractor as provided above, it shall be a default of a material obligation by the Authority under this Agreement.

Section 12.10 Team Intended Third Party Beneficiary Status. The Authority acknowledges that the quality of the food and beverage service at the Stadium Site is critical in the success of Team Stadium Events and therefore, the Team shall at all times be a direct and intended third party beneficiary of each Concession Agreement, and will be granted the right to enforce the provisions of each Concession Agreement which provide products and/or services to the Team and Team Stadium Events. Such third party beneficiary rights shall include, without limitation (i) audit rights with respect to sales, commissions and other matters related to Concessions, (ii) point of sale and other service delivery systems and equipment, (iii) determination of menus, pricing, quality, product offerings, procurement, Advertising, alcohol beverages to be offered and sold (including the time periods of such offer and sale) for Team Stadium Events, (iv) approval of and participation in training of Concessionaire personnel to achieve the required service level for multipurpose NFL stadiums and Team Stadium Events, (v) prohibition and removal of liens, and (vi) general standards of conduct required of Concessionaire under this Agreement. In addition to the foregoing, it is acknowledged and agreed that Authority and Concessionaire shall coordinate and cooperate with the Team in the timing, delivery and provision of Services for Team Stadium Events, including coordination with representatives to resolve operational and other issues which arise in connection with the Services.

Section 12.11 Concessionaire Default — Team Rights. In the event that a Concessionaire is in breach and/or default under its agreement with the Authority, and the Concessionaire has not remedied the default within a reasonable period of time, the Authority will cooperate to exercise such remedies, including termination of the Concession Agreement as may be requested by the Team, and find a suitable replacement Concessionaire within a commercially reasonable period of time. All replacement Concession Agreements or extensions or amendments of existing Concession Agreement and Concession-related agreements shall require the approval of the Team.

ARTICLE 13 MERCHANDISE

Section 13.1 Team Merchandising Revenue. The Team or its licensee (to be selected and compensated solely by the Team) shall have the exclusive right at (i) Team Stadium Events to sell Merchandise by roving hawkers, freestanding kiosks, moving or stationary booths, display racks, and other such selling methods at locations on the Stadium Site, and (ii) all Stadium Events to operate the Team Store and to sell Merchandise and other items, and offer such services, as customarily offered by a Team Store. The Authority shall provide, as agreed to by the Authority and the Team during the design of the Stadium, space at the Stadium and within the Stadium Infrastructure dedicated to the sale of Merchandise by the Team or its licensee and for storage of the Team's or its licensee's Merchandise, moveable kiosks, booths, display racks, and other selling equipment, without any charge. The Team shall pay (i) the capital cost of any freestanding kiosks, booths, display racks, and other such selling equipment that the Team or its licensee requires that are not included in the facilities or equipment included in the Stadium or Stadium Infrastructure and (ii) the direct operating costs incurred by the Team, such as staffing costs, in

selling Merchandise of the Team or its licensee. All revenues from the sale of Merchandise by the Team or its licensees shall, as between the Authority and the Team, belong solely to the Team. All (i) non-Team Store Team merchandising locations shall have the right to maintain business hours for a reasonable time before, during, and for a reasonable time after all Team Stadium Events, and (ii) all Team Stores shall have the right to maintain business hours for a reasonable time before, during, and for a reasonable time after all Team Stadium Events; **provided, however**, that the hours of operation of the Team Stores designated as part of the Team Allocated Spaces that are accessible from outside the Stadium shall be established solely by the Team without restriction. The Team Store shall be allowed to be open during Authority Events.

Section 13.2 Authority Merchandising Rights. The Authority or its licensee (to be selected and compensated solely by the Authority) shall have the right at Authority Events to sell Merchandise by roving hawkers, freestanding kiosks, moving or stationary booths, display racks, and other such selling methods at locations on the Stadium Site, except that the Authority shall not have the right to (i) occupy or utilize the Team Allocated Spaces, and (ii) sell professional football-branded Merchandise except with the approval of the Team, which may be withheld in its sole discretion.

Section 13.3 Certain Arrangements. No arrangement with a third Person for the sale of Merchandise by the Team or the Authority may restrict the sale of Merchandise authorized for sale hereunder by the other without its approval. If it is determined by the Team and the Authority that a single Merchandise vendor shall be utilized for all Stadium Events, the vendor shall be selected by the mutual agreement of the Team and the Authority, with the requirement that the Team provide written approval of any such selection (and of any successor).

ARTICLE 14

TEAM YEAR-ROUND USE AREAS AND TEAM ALLOCATED SPACES

Section 14.1 Team Exclusive Control of Team Spaces. The Team shall have the exclusive possession and control of, and direction over, the space for and the operation of the Team Year-Round Use Areas and the Team Allocated Spaces, including hours of operation and whether or not such space will be operated during certain Stadium Events. For those areas and spaces, the Team shall be responsible for:

- (i) all operating costs and expenses (including all costs, expenses and use fees associated with mutually agreed upon provisioning and use of extended infrastructure and technology systems) associated with the Team Restaurant and the Team Stores;
- (ii) with respect to the Hall of Fame, either (A) all operating costs and expenses (including all costs, expenses and use fees associated with mutually agreed upon provisioning and use of extended infrastructure and technology systems) if it is in stand-alone space, or (B) all unique costs (e.g., installation of displays, display cases and items within display cases), including material utility and insurance expenses (which may be covered under the Team insurance policies) associated with the contents of and within the Hall of Fame (but not repair, maintenance or ordinary Operating Expenses associated with the space generally), if the Hall of Fame is located in shared space (e.g., concourses);

(iii) Team Event-Day Expenses, Team telephone, Team private Internet and any incremental Operating Expenses beyond the base Operating Expenses associated with the Team Year-Round Use Areas; and

(iv) all Capital Repairs and Capital Improvements as set forth in **Section 5.5(e)**.

Section 14.2 **Right to Revenues**. The Team shall have the right to receive all revenues derived from all Team Year-Round Use Areas and Team Allocated Spaces, except to the extent such revenues are expressly allocated to the Authority pursuant to this Agreement.

Section 14.3 **Team Locker Room Use by Authority**. The Team shall allow the Authority to use and possess the Team locker room and associated space for the Super Bowl, NCAA Basketball Tournament, and other Authority Events approved by the Team. The Parties acknowledge and agree that to the extent needs for such events may be met by using a combination of any University of Nevada, Las Vegas locker room and a visiting team locker room, then the Team locker room shall not be used. The Authority shall be responsible for any related maintenance, repair and cleaning of these spaces for, or resulting from, said use.

ARTICLE 15 BROADCAST RIGHTS; BROADCASTER ACCESS

Section 15.1 **Team Broadcast Rights**. The Team and the NFL shall have the exclusive right to, and to authorize and license others (with a right to sublicense) to, exercise Broadcast Rights with respect to, and on the days of, all Team Stadium Events and to retain all revenues derived therefrom. The Authority grants to the Team an exclusive, royalty-free, sub-licensable, perpetual, and worldwide right and license to include any likeness, Image, sound or other item visible or available in the Stadium, Stadium Infrastructure and Stadium Site from time to time in any exercise of the Broadcast Rights. The Team shall pay all expenses and taxes associated with the exercise of such Broadcast Rights for Team Stadium Events; **provided, however**, that the use of any and all Communications System(s) or Communication Service(s) in the exercise of Broadcast Rights shall not require payment therefor except to the extent such use is a Team Event-Day Expense, or as otherwise expressly set forth in this Agreement. The Authority will reasonably cooperate with the Team and with those Persons producing any such broadcasts and productions for the exercise of Broadcast Rights in all phases of the preparation, broadcast, and production of Team Stadium Events and the attendant and ancillary activities thereto. The Team shall be authorized to issue the number of passes or credentials for admission to the Stadium, Stadium Infrastructure and Stadium Site of personnel needed for the exercise of Broadcast Rights and for the preparation of such broadcast events, the production thereof, and the removal of equipment thereafter. The Authority represents, warrants, covenants and agrees that it will not authorize any other Person to exercise any Broadcast Rights with respect to Team Stadium Events.

Section 15.2 **Team Ownership of Broadcast Rights**. With respect to all Broadcast Rights to any Team Stadium Events and all associated products created or otherwise produced from the exercise of such Broadcast Rights (including all Intellectual Property rights arising therefrom), the Team or its designee shall, as between the Team and the Authority, be the sole owner in perpetuity of such Broadcast Rights and associated products and may exploit the products of all such activities in its discretion throughout the world in any and all media without further authorization from or

payment or compensation to the Authority. Any and all Broadcast Rights set forth in this Agreement shall be subject to the NFL Rules, and all rights that arise therefrom and thereto.

Section 15.3 Broadcaster Access. The Authority shall provide any Person designated by the Team as exercising Broadcast Rights with reasonable access to the Stadium at reasonable times in advance of Team Stadium Events so as to enable preparation and testing for the broadcast of Team Stadium Events, including those broadcasters designated by the Team to broadcast and transmit Team Stadium Events by radio, television, cable, satellite transmission, pay-per-view, wireless networks, telephone, Internet, electrical power lines, data transmission lines, world wide web (including video streaming), or by any and all other communications media or methods, whether presently existing or hereafter developed (each such Person, a “**Broadcaster**” and collectively, the “**Broadcasters**”). The Authority shall also provide reasonable assistance to the Broadcasters with respect to lighting in the Stadium so as to enable preparation and testing of such broadcast.

Section 15.4 Installations. Broadcasters may, at their own expense, at reasonable times in advance of and on the days of Team Stadium Events, on or around the Stadium, Stadium Infrastructure and Stadium Site, temporarily install, operate, maintain and remove such broadcast and associated production equipment as the Broadcasters may reasonably require in order to produce a high quality broadcast (including cameras, dedicated electronic, wireless access points, data, and telephone leads, platforms, wires, announcer booths, sound equipment, vans, trucks, graphic units, cables, cable trays, microphones, lighting, power lines, equipment and other apparatus reasonably necessary or appropriate to enable the Broadcasters to conduct broadcasts of Team Stadium Events and all associated activities). The Authority shall permit the Broadcasters to have access to electrical power upon terms and conditions comparable to the practices then generally in effect at other NFL stadiums. The Team shall use commercially reasonable efforts to cause the Broadcasters to remove all their broadcast and associated equipment from the Stadium as soon as reasonably practicable under the circumstances (including the use of the Stadium for scheduled Authority Events) following the completion of Team Stadium Events.

ARTICLE 16

COMMUNICATIONS SYSTEMS

Section 16.1 Communications Components.

(a) Communications Infrastructure. The Parties agree that the Stadium will have communications infrastructure including the arrangement of duct banks, conduits, wiring, fiber, cabling, cable trays, connectors, and associated equipment, hardware and facilities designed, constructed, installed and maintained for the purpose of receiving, transmitting, amplifying or distributing a Communications Service on a Communications System (collectively, the “**Communications Infrastructure**”). The Communications Infrastructure will be part of the Master Project Budget, except for Team Allocated Spaces or as otherwise excluded by the SDC Group.

(b) Communications Systems. The Communications Infrastructure will be used to support interconnected communication networks, including transmission components and communications and transmission devices for transferring singularly or collectively; voice, data,

radio, video or multimedia transmissions for the purpose of providing a Communications Service (each a “**Communications System**” and collectively, the “**Communications Systems**”). The Communications Systems costs will be included in the Master Project Budget as applicable, except for Team Allocated Spaces, DAS and WiFi and as otherwise excluded by the SDC Group or allocated to the Parties in this Agreement.

(c) Communications Services. The Stadium will have voice, data, radio, video, or multimedia network services (including any associated features or functions associated with any of the foregoing), electronic security services, audio and video conferencing services, Internet access services, and other similar present or future communication technology services regardless of the technology or medium used (each a “**Communications Service**” and collectively, the “**Communications Services**”).

(d) Communications Content. “**Communications Content**” will include material, documents, records, images, video, information, forms, software, tools, hosted services, broadcast or digital media regardless of the packaging, organization, access or procurement methods that is transmitted on a Communications System. The Team shall be financially responsible for all costs associated with any Communications Content used by the Team including (i) Team requested Communications Content not otherwise provided by the Authority (i.e. related to life/safety and building operations), (ii) Team Event-Day Expenses related to Communications Content, (iii) Team Year-Round Use Areas in accordance with **Section 14.1(iii)** and (iv) Team Allocated Spaces in accordance with **Section 14.1(i)**.

Section 16.2 Control Room. The Parties agree that the Stadium and Stadium Infrastructure will include a control room for operation of the Communications Systems (the “**Control Room**”).

Section 16.3 Revenue from Communications Systems.

(a) Team Revenue from Communications Systems and Communications Services. In connection with any Communications System or Communications Service contract entered between the Authority and a third Person, the Team shall have the exclusive right to all revenue from Advertising Rights in connection with such contract. The restriction set forth in **Section 19.4** does not apply to Advertising Rights or sponsorship designations for DAS, WiFi and Broadband contracts.

(b) Other Net Revenues from Communications Systems and Communications Services. Other than as provided in **Section 16.3(a)** with respect to Advertising Rights arrangements, the Authority and the Team shall share equally all revenues net of the aggregate Communications Systems and Communications Service operating and maintenance costs, except as otherwise prescribed by **Section 16.6**, generated by or arising in connection with Communications Systems and Communications Services contracts, including discounts and credits from the direct licensing, user fees, service fees, and such purchase of equipment and fixtures for a Communications System.

Section 16.4 Control of Communications Systems and Control Room.

(a) Team Stadium Events.

(i) The Team shall have primary control of and over the Communications Systems and Control Room at the Stadium with respect to all Team Stadium Events; **provided, however,** that: (A) the Team shall not display information that may be inconsistent with general community standards; and (B) the Authority shall have access to and control of the Communications Systems and Control Room to the extent necessary to protect public safety and the stability of overall Stadium operations. Before, during and after Team Stadium Events, the Team will allow the Authority the unrestricted right to use the Communications Systems and Control Room in any manner necessary to make communications related to public safety and emergencies.

(ii) Before and after Team Stadium Events, the Team will allow the Authority to use the in-Stadium public address Communications System and the Non-Exclusive Signage on the LED ribbons and/or the main scoreboard video Communications System without charge for (A) non-emergency public service announcements (i.e., those messages with a public purpose which are in the public interest), and (B) the promotion of Authority Events; **provided, however,** that the allotment of time to the Authority before and after each Team Stadium Event for such public service announcements and promotions of Authority Events shall not exceed five (5) minutes in the aggregate, and shall be allocated as follows: (1) one hundred twenty (120) seconds prior to a Team Stadium Event, and (2) one hundred twenty seconds (120) after a Team Stadium Event. Such public service announcement and promotions of Authority Events shall not conflict with the Team Stadium Events or the Advertising Rights of any third Person at the Team Stadium Event. No such announcement or promotion will be made (a) during the fifteen (15) minutes immediately prior to the Team Game kickoff, nor (b) within three (3) minutes after the end of a Team Game.

(b) Authority Events and Other Times.

(i) Except as provided in **Section 16.4(a)** and this **Section 16.4(b)**, the Authority shall have primary control of and over the Communications Systems and Control Room at the Stadium. The Authority shall engage or hire a third-Person or third-Persons to operate and control the Communications Systems and Control Room at the Stadium. Such Person or Persons shall be subject to the Consent of the Team, which Consent right shall apply to the hiring, termination and replacement of such Person or Persons (any decision with respect to the foregoing shall be made in consultation with the Team).

(ii) To the extent that the Authority is allocated time and space for public service announcements by an Authority Event promoter, before, during and after Qualified Authority Events, the Authority will allow the Team to use the in-Stadium public address Communications System and the Non-Exclusive Signage on the LED ribbons and/or the main scoreboard video Communications System without charge for the promotion of Team Stadium Events; **provided, however,** that the allotment of time to the Team before, during and after each Authority Event shall be either (A) one-half (1/2) of the allotted time provided to the Authority, with the allocated time not to exceed the specified pre, during, and post event time periods specified in the immediately following clause, or (B) if the allotted time permits, a period not to exceed five (5) minutes in the aggregate, and shall be allocated as follows: (1) one hundred twenty (120) seconds prior to an Authority Event, (2)

sixty (60) seconds during an Authority Event, nor (3) one hundred twenty (120) seconds after an Authority Event as determined by the event promoter. If the Authority has granted exclusivity to a sponsor of the Authority Event, the Team public service announcements shall not conflict or otherwise be competitive with such Authority sponsor. Such promotions of Team Stadium Events shall not conflict with the Authority Events or the Advertising Rights of any third Person at the Authority Event.

Section 16.5 Obligations for Communications Systems and Control Room.

(a) Team Rights and Obligations for Communications Systems and Control Room. The Team will furnish, and pay the cost of, its own Communications Systems operator (or operators) in the Control Room for each Team Stadium Event. A Communications Systems operator (or operators) employed or contracted for by the Team shall have access to the Communications Systems and Control Room to the extent reasonable and necessary for the Team to make its intended uses of the Communications Systems and Control Room for each Team Stadium Event. Other than as provided for in **Section 16.5(b)**, the Team shall pay all staffing costs for such use of the Communications Systems and Control Room for and related to Team Stadium Events and other material costs for use by the Team unrelated to a Team Stadium Event. In addition, (i) the Team shall have the right (A) at the Team's sole cost and expense, to have an Agent or other representative present in the Control Room at all times during Stadium operations, including before, during and after Authority Events, and (B) to Consent to the design, content and configuration of the Control Room (e.g., what equipment is put into and taken out of the Control Room), and (ii) the Control Room shall be available for use by the Team (including its Agents and Communications Systems operators) (a) for the loading and rehearsal at least seventy-two (72) hours prior to any Team Stadium Event (and such loading shall not be disturbed) **provided** that such usage does not adversely impact an Authority Event, and (b) be fully operational as soon as practicable after the Commencement Date and before July 1 of each subsequent upcoming NFL Season.

(b) Authority Obligations for Communications System Personnel on Team Stadium Event Days. At the Authority's sole cost and expense (which shall not be a Team Event-Day Expense), the Authority shall have appropriately trained and skilled Communications Systems personnel (engineers and technicians) present as necessary at all Team Stadium Events to address and resolve any issues related to the Communications Systems that may arise before, during or after a Team Stadium Event.

Section 16.6 Procurement of DAS and/or WiFi Communications System and Services. The Authority and the Team shall work cooperatively in the planning for, requests for proposals with respect to, drafting of and negotiation of, and evaluation of alternatives for procurement of DAS and WiFi. Such Communications Systems and Communications Services may be procured on a combined basis or separately. The Authority and the Team will solicit proposals for the DAS and WiFi Communications Systems and Communications Services. If the Team and the Authority mutually agree on the selection of a provider of a DAS and/or WiFi Communications System and Communications Service (either as a combined Communications System or as separate Communications Systems), the Authority and the Team shall share equally all net revenues; **provided, however**, either before or following the solicitation and evaluation of proposals, the Team may designate a provider of a DAS or WiFi Communications System and Communications

Service if the designated DAS or WiFi Communications System and Communications Service (a) is not of a quality that is materially lower than comparable systems or services and (b) meets all of the specifications and applications for the system and service as set forth by the Authority and the Team; **provided, further**, if there is a material detrimental effect on the Authority's aggregate revenues for DAS or WiFi Communications Services, composed of (x) the amount of capital that would have been received in excess of the capital requirements to initially install and activate such Communications Systems under a given Communications Systems proposal and (y) aggregate annual revenues that would have been paid to the Authority by the highest responsive proposal of a qualified proposer which was not designated by the Team, then the Team shall pay to the Authority the amount of such determined material detrimental effect. If the procurement of or the Team's payment to the Authority as set forth herein for the DAS or WiFi Communications Systems provides capital in excess of the capital requirements to install and activate such Communications Systems, but not including any ongoing revenues as provided in **Section 16.3(b)**, such excess capital shall be applied as set forth in **Section 8.1(a)(iv)** of the Development Agreement.

Section 16.7 Procurement of Broadband Communications System and Service.

(a) Joint Procurement Process. The Authority and the Team shall work cooperatively in the planning for, requests for proposals with respect to, drafting of and negotiation of, and evaluation of alternatives for procurement of broadband. The Authority and the Team will solicit proposals for a broadband Communications System and Communications Service. If the Team and the Authority mutually agree on the selection of a provider of a broadband Communications System and Communications Service, the Authority and the Team shall share equally all operating costs; **provided, however**, either before or following the solicitation and evaluation of proposals, the Team may designate a provider of a broadband Communications System and Communications Service if the designated broadband Communications System and Communications Service (i) is not of a quality that is materially lower than a comparable system or service and (ii) meets all of the specifications and applications for the system and service as set forth by the Authority and the Team.

(b) Team Election to Contract Directly. Notwithstanding **Section 16.7(a)**, either before or following the solicitation of proposals, the Team may elect to contract directly with a provider of broadband Communications System and Communications Service and the Team shall be solely responsible to pay for all of its operating costs of such Communications System and Communications Service. In the event the Team makes such an election, the Authority shall separately contract directly with a provider of broadband Communications Systems and Communications Service and the Authority shall be solely responsible to pay for all of its operating costs of such Communications System and Communications Service.

Section 16.8 Wireless and Future Technology. The Team shall have the right to supplement the Communications Systems and the Control Room or add Communications Content, so long as such supplements (a) do not interfere with the basic operations of the Stadium and Stadium Infrastructure, (b) serve to enhance the Team's fans in their Team Stadium Event experience, and (c) are paid for by the Team. Unless the Authority pays for such supplements or otherwise contracts with the Team for their use, it shall not be entitled to use them in non-Team Stadium Events.

ARTICLE 17 INTELLECTUAL RIGHTS

Section 17.1 Authority Intellectual Property.

(a) Authority Intellectual Property. The Team acknowledges, and the Authority represents, that the Authority or its licensors own all rights in any Intellectual Property arising from the Stadium, Stadium Infrastructure, and the Stadium Site, including (i) the Authority Marks, (ii) all Naming Rights, (iii) all Entitlement Rights, (iv) all Authority Images, (v) all rights in Advertising (but not Team's operational or revenue rights therein), (vi) all Signage Rights, (vii) all Future Marketing Rights, (viii) all Architecture Images, and (ix) all Intellectual Property rights relating thereto (collectively, "**Authority IP**"), specifically excluding the Team IP as set forth in **Section 17.2(a)** and subject only to the express licenses and rights granted herein to the Team by the Authority.

(b) Authority Development and Registration of Authority Marks and Images. The Authority shall be responsible for developing, creating, clearing and registering and maintaining the registration for the Authority Marks and for registering and maintaining the registration for any Authority Images. All Authority Marks and Authority Images are and will remain the exclusive property of the Authority or its Licensor (for the avoidance of doubt specifically excluding any Team IP as set forth in **Section 17.2(a)** as may be contained therein). Authority Marks may not include or reference any Team Marks at any time.

(c) No Contest of Authority Ownership of Authority IP. The Team agrees not to contest the Authority's or its licensors' ownership of the Authority IP, including the commencement or prosecution of any action to oppose, cancel or otherwise challenge the Authority's or its licensors' rights in the Authority IP.

(d) Prohibition on Team Registration of Authority Marks and Authority Images. The Team shall not apply to register or obtain registration in any country for any name or mark identical or similar to any Authority Mark or Authority Image or copyrighted work based thereon, nor shall the Team take any other actions that would impair the rights of the Authority or its licensors in the Authority IP. The Authority reserves all rights in the Authority IP not granted herein.

(e) License of Authority Marks to Team. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, the Authority hereby grants to the Team, and the Team hereby accepts, a non-exclusive, nontransferable (subject to the terms of **Section 23.1**), royalty-free, sublicensable right to use the Authority Marks for any lawful purpose in connection with the Team, including the Team's Advertising Rights, Signage Rights and Future Marketing Rights granted herein. The Authority shall not, and is not granting, any right or license herein to the Team for which it does not have the right to do so.

(f) Certain Definitions.

(i) "**Authority Mark**" shall mean (A) each of the Authority Trademarks, (B) each of the Authority's copyrights in logos, stylizations, or otherwise associated with the foregoing Authority's Trademarks, (C) each Authority Online Identifier (excluding any

Team Online Identifier), and (D) each Stadium Design Mark. “Authority Mark” does not include the Composite Marks or the Naming/Entitlement Marks.

(ii) “**Authority Online Identifier**” shall mean any Online Identifier that contains the words “Clark County Stadium Authority,” or any derivative thereof.

(iii) “**Authority Trademark**” means any of the following with respect to which the Authority has ownership rights or other proprietary interests: trademarks, service marks, trade names, service names, corporate names, trade dress, logos, images, pictures, depictions, and other identifiers of source, including all goodwill associated therewith and all common law rights, registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing.

(iv) “**Online Identifier**” shall mean each domain name, social media account or profile name, software application name or other name or identifier used online or through electric or electronic communication networks.

(v) “**Stadium Design Mark**” shall mean any trademark, service mark, trade name, service name, corporate name, trade dress, logo, image, picture, depiction, and other identifier of source that includes any image of any portion of or the entirety of the Stadium appearance or design.

Section 17.2 Team Intellectual Property.

(a) Team Intellectual Property. The Authority acknowledges, and the Team represents, that the Team (and/or its Naming Rights Sponsors and Entitlement Rights Sponsors) owns or has the right to use all (i) Team Indicia (excluding Composite Marks), (ii) the Stadium Name, the Plaza Name, and the Entitlement Rights Name(s), (iii) all Naming/Entitlement Marks, (iv) all Team Images; and (iv) Intellectual Property rights relating thereto (collectively, “**Team IP**”), subject only to the express licenses and rights granted herein. For the avoidance of doubt, Composite Marks do not constitute Team IP. All uses of Team IP by the Authority shall be subject to the prior written approval of the Team.

(b) Team Development and Registration of Team IP. As between the Parties, the Team (and/or its Naming Rights Sponsors and Entitlement Rights Sponsors) shall be responsible for developing, creating, clearing and registering the Team IP. All Team Indicia (excluding Composite Marks) is and will remain the exclusive property of the Team or its Affiliates.

(c) No Contest of Team Ownership of Team IP. The Authority agrees, and agrees to cause its sublicensees not to, contest the Team’s or its licensors’ ownership of the Team IP, including the commencement or prosecution of any action to oppose, cancel or otherwise challenge the Team’s or its licensors’ rights in the Team IP.

(d) Prohibition on Authority Registration of Team Indicia and Team Images. The Authority shall not, and shall use good faith efforts to cause its sublicensees not to, apply to register or obtain registration in any country for any name or mark or any work identical or similar to or derivative of, or based upon, any Team Indicia (excluding Composite Marks), any of the Names,

or any copyrighted work based thereon, nor shall the Authority take, or permit its sublicensees to take, any other actions that may impair the rights of the Team, the NFL, the licensees and sublicensees of the Team or the NFL in the Team IP, or the Intellectual Property of any Naming Rights Sponsor or Entitlement Rights Sponsor. The Team reserves all rights in the Team IP not granted herein.

(e) Ownership and Use of Naming/Entitlement Marks. The Team is the sole owner and rights holder to each Naming/Entitlement Mark. The Naming/Entitlement Marks may be used by the Team for any purpose by its Affiliates for the exercise of all rights and obligations hereunder, including licensing and sublicensing for the Advertising Rights and Signage Rights granted hereunder, and the NFL-related operations of the Team and its Affiliates, Team owner, the NFL and its Affiliates. The Naming/Entitlement Marks may be sublicensed to and by the NFL and its Affiliates, subject to the terms and conditions of this Agreement.

(f) Authority's Limited Use of Team Trademarks. Notwithstanding any other provision of this Agreement, (A) the Authority shall have the non-exclusive, nontransferable, royalty-free right and license to use any Authority Image that includes Team Trademarks in connection with the exercise of the Authority's Advertising Rights under **Section 19.1(b)** of the Stadium (but not the promotion or sale of any product or service); **provided, however**, that all uses that include the Team Trademarks must be approved in advance by the Team and with respect to the distribution of promotional materials by the Authority to promote the Stadium that depict an Authority Image that includes Team Trademarks, such distribution shall be subject to the provisions of **Section 11.4(b)**; and (B) the Authority shall not have any right to use any Authority Image that includes any (i) Team Trademark, except as specifically provided for herein, (ii) likeness of a Team player or (iii) uniform number or other identifying characteristic of a recognizable Team player in connection with the promotion or sale of any product or service without obtaining a license to use such Team Trademark pursuant to a separate written instrument executed and delivered by the Authority and the Team or, if applicable, the NFL Properties LLC that has been approved by the Team.

(g) Composite Marks.

(i) Neither Party shall own any Composite Mark, and each Party shall continue to own its respective Marks and Images that are included in such Composite Mark. Neither Party shall, and each Party shall cause its sublicensees not to, apply to register or obtain registration in any country for any Composite Mark, except that the Team may sublicense to the NFL the right to file applications for US state registrations (but not US federal registrations) of Composite Marks. Composite Marks shall not be used post-termination of this Agreement, except as set forth in **Section 17.4 and 17.5**. The Composite Marks may be used by the Team and its Affiliates for the exercise of all rights and obligations hereunder, including licensing and sublicensing for the Team's Advertising Rights and Signage Rights granted hereunder, and the promotion and sale of Merchandise items through all channels of promotion and sale, including Internet sales. Composite Marks may be sublicensed to the NFL and its Affiliates, subject to the terms and conditions of this Agreement.

(ii) Each Party acknowledges and agrees that all rights accruing from the use of the other Party's (or of any of its Affiliates') Marks included in any Composite Mark, including any goodwill, inure to the benefit of such other Party (or such Affiliate) and will be the exclusive property of such other Party (or such Affiliate). To the extent any right in or to any Mark of one Party (or of any of its Affiliates) included in any Composite Mark or in the goodwill associated therewith is deemed to accrue to the other Party (or any of its Affiliates), including as a result of any joint development, joint use or physical intersection or overlapping of Marks, such other Party hereby assigns such right and goodwill to the Party who owns (or whose Affiliate owns) such Mark, as between the Parties, for no additional consideration, subject to all rights, obligations and interests of the Parties set forth herein. At the request of such owner of such Mark, the applicable Party will take all actions and execute and deliver all documents necessary or desirable to secure or preserve the owning Party's (or its Affiliate's) right, title and interest in and to its Marks. Statements herein regarding the ownership of any Mark or with respect to the right, title or interest in or to any Mark are intended to allocate and confirm rights among the Parties and are not a representation or warranty with respect to any Mark.

(h) Certain Definitions.

(i) “**Composite Mark**” shall mean a special purpose Team Indicia that (A) includes (1) any Name or Team Image or Team Trademark, and (2) one or more Stadium Design Marks, and (B) is created during the Term of this Agreement by or on behalf of the Team in connection with Advertising, sponsorship, promotion and other permitted activities of the Team provided for by this Agreement.

(ii) “**Licensee**” shall mean a licensee of the Team Indicia, Team Images, Authority Images or Authority Marks, including in connection with the creation and use of any Composite Mark, as applicable.

(iii) “**Licensed Trademarks**” shall mean the Trademarks licensed by a Licensor.

(iv) “**Licensor**” shall mean a licensor of the Team Indicia, Team Images, Authority Images or Authority Marks, including in connection with the creation and use of any Composite Mark, as applicable.

(v) “**Name**” shall mean any name given to the Stadium (the “**Stadium Name**”), the Plaza (the “**Plaza Name**”), and the physical areas of the Stadium, Stadium Infrastructure and Stadium Site (individually, an “**Entitlement Rights Name**” and, collectively, the “**Entitlement Rights Name(s)**”) under a Naming Rights Agreement or Entitlement Rights Agreement, and Stadium Name, Plaza Name and Entitlement Rights Name(s) shall include any logo created by the applicable Naming Rights Sponsor or Entitlement Rights Sponsor to be used with or as a part of the applicable Name.

(vi) “**Naming/Entitlement Mark**” shall mean the Trademarks for each of the Names. “**Naming/Entitlement Mark**” does not include the Images whether or not

containing the Names (however, any Name that is contained within or which is a component of any such Image is, itself, a Naming/Entitlement Mark).

(vii) “**Team Indicia**” shall mean (A) the Team Trademarks, (B) each Naming/Entitlement Mark, (C) each Composite Mark (subject to the retained goodwill of the Authority with regard to any Authority Mark used therein), and (D) the Team Online Identifiers (excluding any Authority Online Identifier).

(viii) “**Team Online Identifier**” shall mean an Online Identifier that contains the words “Las Vegas Raiders,” “Las Vegas Raiders Football Club,” “[_____]” or any derivative thereof.

(ix) “**Team Trademarks**” means any of the following with respect to which the Team and/or its Affiliates has ownership rights or other proprietary interests: “Las Vegas Raiders,” “Las Vegas Raiders Football Club,” “[_____]” and such other Team trademarks, service marks, trade names, service names, corporate names, trade dress, symbols, mascots, emblems, designs and color schemes of the Team including without limitation the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Team, and any other indicia adopted for commercial purposes by the Team and other identifiers of source, including all goodwill associated therewith and all common law rights, registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing. For the avoidance of doubt, Team Trademarks specifically exclude Composite Marks and the marks and logos of the NFL, including “National Football League”, “NFL”, “National Football Conference”, “American Football Conference”, “NFC”, “AFC”, “Super Bowl”, “Pro Bowl” and the NFL Shield design.

Section 17.3 Registrations; Notices; Enforcement.

(a) Registrations. The Licensor shall have the right (but not the obligation), at its sole option and expense, to prepare, file, prosecute and maintain in its own name applications for registration and registrations for its Licensed Trademarks, except that the Team shall not file, and shall not permit its Affiliates or sublicensees to file any trademark that includes any Image of any portion of or the entirety of the Stadium appearance or design or that is otherwise similar, in part or in whole, to any Stadium Design Mark. The Licensee shall supply the Licensor with such information concerning use as the Licensor may reasonably request, at the Licensor’s sole cost and expense, in order for the Licensor to acquire, maintain and renew registrations of the Licensed Trademarks or for any purpose reasonably related to the Licensor’s maintenance and protection of the Licensed Trademarks. The Licensee shall cooperate with the Licensor’s reasonable requests, at the Licensor’s sole cost and expense, in the execution, filing, and prosecution of any registration of a Licensed Trademark or copyright relating to the Licensed Trademarks that the Licensor may desire to obtain.

(b) Notices. Upon learning of any actual or potential infringement or other violation of any of the Licensed Trademarks licensed hereunder by a Licensor or any Composite Mark, the Licensee agrees to promptly notify the Licensor.

(c) Certain Matters Regarding Infringement. In the event of any actual or potential infringement or other violation of a Licensed Trademark, the Licensor shall, at its sole discretion, take such action as it deems advisable for the protection of such Trademark or Image. The Licensee agrees to provide reasonable assistance to the Licensor in all respects, including by causing its personnel to execute documents, if requested to do so by the Licensor, all at the Licensor's cost and expense. The institution and conduct of litigation, the selection of attorneys and the settlement of litigation and claims affecting any such Trademark or Image shall be entirely within the sole discretion of the Licensor and under the Licensor's control. In no event, however, shall the Licensor be required to take any action if it deems it inadvisable to do so and the Licensee shall have no right to take any action with respect to any Licensed Trademarks without the Licensor's written approval. All costs and expenses, including reasonable attorneys' fees, incurred in connection with any action taken by the Licensor in connection with the foregoing shall be borne by the Licensor, and all awards shall run solely to the Licensor. With regard to a Composite Mark, in the event of any actual or potential infringement or other violation of a Party's Licensed Trademark that is included in the Composite Mark, each Party shall have the independent right, at its expense, to take all such actions as it deems advisable for the protection of its Trademarks, and the Parties shall use their best efforts to cooperate in all such actions.

Section 17.4 Team and NFL Rights after Termination of the Agreement. After the termination or expiration of this Agreement, notwithstanding anything to the contrary in this Agreement, the Team and its Affiliates and the NFL and its Affiliates will continue to have the perpetual and royalty-free right and license to refer to the Stadium, Stadium Infrastructure, and Stadium Site, and use all Stadium Names, Plaza Names, and Entitlement Rights Name(s) (including former names and Names), Team Images, the Composite Marks, and the Naming/Entitlement Marks, respectively, when listing, referencing or depicting such Stadium, Stadium Infrastructure, and any portion of the Stadium Site, in the context of referring to such Names and former names and Names, Team Images, the Composite Marks, and Naming/Entitlement Marks, for the sole purposes of (i) continuing to use and exploit, including by way of any production, publication, game, composition, writing or any other broadcast, telecast, Internet or other media presently existing or hereafter developed that may contain such Names and former names and Names, Team Images, the Composite Marks, and Naming/Entitlement Marks, in whole or in part, for example, but without limitation, footage and pictorials referring to the Stadium Name, the Plaza Name, the Entitlement Rights Name(s), and Team Images taken during the Term of this Agreement may be used perpetually in the context of historical reference to such footage or pictorials, and (ii) using the Names and former names and Names, Team Images, the Composite Marks, and Naming/Entitlement Marks for historical descriptions created after termination of this Agreement including with respect to historical descriptions as may be contained in consumer products.

Section 17.5 Authority Rights after Termination of the Agreement. After the termination or expiration of this Agreement, notwithstanding anything to the contrary in this Agreement, the Authority will continue to have the perpetual and royalty-free right and license to refer to the Stadium, Stadium Infrastructure, and Stadium Site using all Names (including former names and Names), the Authority Images, and the Naming/Entitlement Marks, respectively (but specifically excluding, for the avoidance of doubt, any Team Trademarks), when listing, referencing or depicting such Stadium, Stadium Infrastructure, and any portion of the Stadium Site, in the context of referring to such Names and former names and Names, Authority Images, and

Naming/Entitlement Marks, for the sole purposes of using the Names and names (including former names and Names), Authority Images, and Naming/Entitlement Marks for historical descriptions created after termination of this Agreement.

Section 17.6 Wind-Down and Transition for Use of Authority IP. The Parties acknowledge that it is impractical for the Authority, the Team and its Affiliates, the Team owner, the NFL and its Affiliates, and other licensees and sublicensees of the Authority and the Team and its Affiliates, and the NFL and its Affiliates, and their respective licensees, to immediately cease all uses of the, respectively, Team IP and Authority IP granted under this Agreement. Therefore, subject to the terms and conditions of this Agreement, following such an expiration or termination (for any reason), the Team and the Authority will, and the Team and the Authority will cause all third Persons licensed, respectively, to, (i) promptly wind down all uses of, respectively, Authority IP and Team IP arising from this Agreement, (ii) minimize the Authority's and Stadium's association with the Team, (iii) make no new use of any licensed Authority IP or Team IP, as applicable, and (iv) fully cease all uses of such Authority IP or Team IP, as applicable, within ninety (90) days after the effective date of such expiration or termination of this Agreement; **provided, however**, that if any Team IP is physically built into any portion of the Stadium Site, such ninety (90) day period shall be extended until a new sponsor for the applicable portion of the Stadium Site is contracted to replace such Team IP. The foregoing does not remove any post-termination or expiration right of any Party or Person set forth in this Agreement.

ARTICLE 18 SIGNAGE AND SPONSORSHIP AREAS

Section 18.1 Team Exclusive Signage Rights. The Team shall have the exclusive right to sell, and to retain all revenue from, and bear all costs associated with selling (i) all Exclusive Signage at the Stadium and Stadium Infrastructure and within the Stadium Site (whether situated internally or externally) for all Stadium Events, (ii) all fixed signage of every kind at the Stadium and Stadium Infrastructure within the Stadium Site; and (iii) all electronic, digital or changeable Non-Exclusive Signage at the Stadium and Stadium Infrastructure and within the Stadium Site (whether situated internally or externally) for all Team Stadium Events; **provided, however**, that the Team agrees that:

(i) the Team shall provide, at a minimum, an annual notice during the Term on or before August 1 to the Authority specifying its Protected Categories, but the Team may provide notices at any time with respect to changes to the Protected Category exclusivity Person listing (which Protected Category shall be effective as of the date of the notice) subject to **Section 18.1(iii)** below,

(ii) the Authority shall not sell or otherwise contract for any Exclusive Signage with respect to all or any portion of the Stadium Site and shall not (A) sell or otherwise contract for any Non-Exclusive Signage which conflicts with the Exclusive Signage, and (B) execute any Signage agreement that exceeds one (1) year in length unless such agreement contains a termination clause that allows the Authority to terminate annually prior to the renewal term of such agreement; **provided** that upon notice from the Team that it has a binding agreement for Exclusive Signage with a Person, the Authority shall provide notice of termination for such Protected Category or conflicting agreement at the end of

the then-current term and shall not renew the Protected Category or conflicting agreement at the next upcoming renewal date, and

(iii) a Protected Category set forth in the notices provided by the Team to the Authority shall not require the Authority to cancel or otherwise eliminate an Authority Event sponsor that has a valid and binding agreement with the Authority as of the date of the notice; **provided, however**, that the Authority shall not enter into any binding agreement with respect to Signage for the Stadium, Stadium Infrastructure, or the Stadium Site one (1) year prior to the Commencement Date, thereby allowing the Team to establish its Protected Categories between the date of this Agreement and one (1) year prior to the Commencement Date, without consideration of a conflicting Authority Signage sponsor.

The Authority and the Team shall cooperate with respect to notifications of sponsorship agreements which affect the Parties' rights with respect to Exclusive Signage and Non-Exclusive Signage. Each Party shall provide such information and updates, in addition to the foregoing general obligation, upon the reasonable request of the other Party.

With respect to sponsorship agreements which provide for a trade exchange of Stadium fixtures, facilities or other improvements, to the extent authorized under Applicable Law and as agreed to by the Authority, the Team may negotiate and obtain Advertising revenues in exchange for such trade exchanges. The Team shall be responsible for any costs related to the sponsorship agreements. The Authority and the Team shall agree upon such Stadium enhancements in connection with building construction, operations, maintenance and repair of the Stadium, Stadium Infrastructure and the Stadium Site. Any payments arising from such agreements shall accrue to the benefit of the Team, except as provided in **Section 16.3(b)**. Any enhancements to the Stadium, Stadium Infrastructure or Stadium Site arising from such arrangements shall accrue to the benefit of the Authority as the owner of such assets.

Section 18.2 Authority Rights. The Authority (or third-parties retained by the Authority promoting Authority Events) shall have the right to sell and to retain all revenue from, and bear all costs associated with selling all Stadium, Stadium Infrastructure and Stadium Site electronic, digital, or changeable signage (whether situated internally or externally) for all Authority Events so long as such Non-Exclusive Signage does not obstruct the view of or preempt the existence of, whether physically or electronically, any Exclusive Signage or any fixed signage or conflicts with a Protected Category, except as provided in **Section 18.3**. Other than as may be permitted pursuant to **Section 18.3**, the Authority shall not have the right to engage in electronic insertions that interfere with any Exclusive Signage or fixed signage or a Protected Category.

Section 18.3 Promoter Signage Conditions/Right to Cover or Deactivate for Certain Authority Events. Notwithstanding **Section 18.1** and **Section 18.2** above, the Team acknowledges that certain Authority Event promoters may propose to impose a condition upon the Authority that certain Advertising (i) shall not be displayed, and must be covered or deactivated, and/or (ii) must be displayed (co-exist) with Exclusive Signage, in each case within the Stadium, Stadium Infrastructure or Stadium Site for certain Authority Events (a "**Promoter Signage Condition**").

(a) **Standards for Acceptance of Promoter Signage Condition.** With respect to all Authority Events which may require a Promoter Signage Condition, the Authority may accept the

Promoter Signage Condition if (A) the Authority has an inability to host an Authority Event solely due to a failure to satisfy the Promoter Signage Condition, and (B) the Authority uses commercially reasonable efforts to prevent a Promoter Signage Condition. The Authority shall advise and collaborate with the Team with respect to Authority Events which may require a Promoter Signage Condition prior to application, as applicable, and during negotiations for the potential Authority Event. If the Promoter Signage Condition is accepted by the Authority in compliance with the provisions of this **Section 18.3(a)** and the provisions of **Section 18.3(b)** and **Section 18.4** below, the Team shall not take any action that would be inconsistent with or interfere with the Authority's right to allow the (i) covering or deactivation of the Exclusive Signage of certain Team sponsors as allowed by **Section 18.3(b)** and **Section 18.4** below and (ii) the co-existence of promoter signage with Exclusive Signage of Team sponsors, as applicable. The Authority shall bear all costs in connection with satisfying the Promoter Signage Condition, including the cost of cover and deactivation.

(b) Allowed Promoter Signage Condition — Exclusive Signage/Protected Category. Subject to the requirements of **Sections 18.3(a) and 18.4(a)**, with respect to a Promoter Signage Condition that certain Advertising (i) shall not be displayed or (ii) shall co-exist and must be displayed with Exclusive Signage, the Authority may only agree to such a Promoter Signage Condition with respect to the Exclusive Signage in the Team's Protected Categories for (A) the Super Bowl, (B) the NCAA Basketball Final Four, (C) NCAA basketball preliminary rounds and non-basketball NCAA championships, (D) two (2) promoted Authority Events per year, plus one additional promoted Authority Event during each five-year period from the Effective Date, and (E) major national political conventions.

(c) Event Name Exception. Notwithstanding the foregoing, there shall be no restriction on co-existence with Exclusive Signage of the Team's sponsors where the conflict with such Exclusive Signage results from the actual name of the Authority Event (such as, “[*Sponsor*] *Presents [Act]*” or “[*Sponsor*] *Concert Series*”) and, in furtherance of the foregoing, the actual name of the Authority Event may appear at any location at the Stadium Site.

(d) Right to Cover or Deactivate for Conflicting Signage and “Dark Events”. If particular Exclusive Signage is inappropriate given the nature of a particular Authority Event (e.g., beer signs for religious or high school events) (“**Conflicting Signage**”), then in those instances, the Authority may, at its sole cost and expense, cover or deactivate all such Conflicting Signage during the Authority Event. Further it is acknowledged by the Parties that if there is an Authority Event requiring the inside of the Stadium to be dark for any portion of such Authority Event then the Authority may deactivate all Signage in the Stadium (except where such Signage is an integral part of the Authority Event) for that portion of the Authority Event.

Section 18.4 Promoters Signage Conditions — Naming Rights Sponsors Rules. With respect to Naming Rights Signage, the rules in the following paragraphs shall apply.

(a) Stadium Name and Plaza Name and Associated Trademarks. Notwithstanding any contrary term of this Agreement, under no circumstances may the Authority agree to a Promoter Signage Condition that will deactivate or cover a Naming Rights Sponsor's name and associated Trademarks where such includes and is the Stadium Name and/or the Plaza Name. This requirement applies no matter where the Stadium Name and/or the Plaza Name, and the respective

associated Trademarks which appear with the Stadium Name and/or the Plaza Name, may be situated on the Stadium Site, inside or outside the Stadium, including the Stadium roof, walls, concourses, and the Stadium bowl.

(b) Cover or Deactivation of Naming Rights Sponsors Exclusive Signage. Subject to **Section 18.4(a)**, the Exclusive Signage of any Naming Rights Sponsor may only be subject to a cover or deactivation Promoter Signage Condition for (i) the Super Bowl, (ii) NCAA football playoffs or National Championship game; (iii) the NCAA Basketball Final Four (iv) NCAA basketball preliminary rounds and non-basketball NCAA championships, and (v) major national political conventions, and in each case of the foregoing such cover and/or deactivation shall only occur in the bowl portion of the Stadium or if such Exclusive Signage or the Naming Rights Sponsor is significantly visible from within the bowl portion of the Stadium. Under no circumstances shall any Exclusive Signage of any Naming Rights Sponsor be subject to cover or deactivation for any Authority Event, other than items (i) through (iv) above. By way of clarification, the foregoing specifically excludes, without limitation, cover or deactivation of other promoted Authority Events.

(c) Co-Existence with Naming Rights Sponsors Exclusive Signage. The Exclusive Signage of the Naming Rights Sponsor may co-exist with the Signage of a sponsor of an Authority Event only for (i) the Super Bowl, NCAA football playoffs or National Championship Game, NCAA Basketball Final Four, and NCAA basketball preliminary rounds and non-basketball NCAA championships, and (ii) two (2) promoted Authority Events per year (such as a concert) and major national political conventions; **provided**, that such two (2) promoted Authority Events and such conventions shall be limited in the right to co-exist by the requirement that such co-existence be allowed only in the bowl portion of the Stadium or if such Exclusive Signage of the Naming Rights Sponsor is significantly visible from within the bowl portion of the Stadium.

(d) Event Name Exception. Notwithstanding the foregoing, there shall be no restriction on co-existence with the Exclusive Signage of the Naming Rights Sponsor where the conflict with such Exclusive Signage results from the actual name of the Authority Event (such as, “[Sponsor] Presents [Act]” or “The [Sponsor] Concert Series”) and, in furtherance of the foregoing, the actual name of the Authority Event may appear at any location at the Stadium Site.

(e) Previously Booked Authority Events. Notwithstanding the foregoing, but subject to **Section 18.1**, if, at the time a Person becomes a Naming Rights Sponsor, or the Protected Category of the Naming Rights Sponsor is expanded, and the Authority has previously booked an Authority Event at the Stadium that includes the name or Advertising of a Direct Competitor of the Naming Rights Sponsor, then the Authority shall be permitted to display such competing Signage of the Direct Competitor at any location on the Stadium Site; **provided, however**, that only Non-Exclusive Signage and the Advertising shall be allowed to promote the Direct Competitor of the Naming Rights Sponsor, and only with respect to and for the Authority Event.

(f) Covenants Required for Naming Rights Agreements and Protected Category Agreements. The Team shall ensure that all Naming Rights Agreements and agreements with Persons with a Protected Category recognize the Authority’s rights to sell electronic, digital, and changeable signage and other advertising pursuant to and in compliance with this **Section 18.4**.

The Authority will not enter into any agreements with respect to Signage which conflict with this **Section 18.4 and Section 18.1(iii)**.

Section 18.5 Signage Plan. The Team and the Authority, in connection with the City (as applicable), will adopt a Preliminary Signage Plan and a Final Signage Plan for the Stadium, Stadium Infrastructure and Stadium Site (to be included in the Master Project Budget), and agree that any amendments thereto from time to time, including future signage technologies or methods of display, can be developed by the Team, but shall be subject to the written approval of the Authority. The Preliminary Signage Plan set forth as **Exhibit G-1** shall detail, among other items, the initial placement of Exclusive Signage and Non-Exclusive Signage within the Stadium and the Stadium Site which, once adopted in the Final Signage Plan, shall be affixed to this Agreement as **Exhibit G-2**, subject to amendment by the Parties. Any costs associated with any additions to the Final Signage Plan after the Final Signage Plan is approved by the Authority and the Team, will be at the sole cost of the requesting Party, unless such cost is included in the Capital Funding Plan. The Preliminary Signage Plan and the Final Signage Plan shall each be subject to and conform with all Applicable Laws.

Section 18.6 Maintenance of and Additions to Signage. The Authority shall provide and pay for all Operating Expenses and Capital Repairs for all Signage that is installed or scheduled to be installed at the Stadium Site as of the Commencement Date or is otherwise set forth in the Final Signage Plan. Other than the initial installation of Signage as contemplated in the Final Signage Plan prepared pursuant to the Development Agreement, the Team shall be responsible for any costs related to re-installation (not as part of Capital Repairs), addition, alteration or modification of Exclusive Signage or Naming and Entitlement Rights Signage during the Term. The Authority shall be responsible for any costs related to re-installation, addition, alteration or modification of Non-Exclusive Signage (excluding Non-Exclusive Entitlement Right Signage) during the Term, except to the extent that such costs are incurred at the request of the Team with the primary intent of increasing the Team's revenue, in which case, unless otherwise agreed to by the Team and the Authority, such costs and those associated with added-value applications, provisioning and integration devices and services will be borne by the Team as a Capital Improvement cost. The Team shall provide thirty (30) day written notice to the Authority of any proposed changes or additions to Signage.

Section 18.7 Sponsorship Areas and Finish-Out. In connection with [*the SDC Group*] planning process and the design of the Stadium and Stadium Site, the Team and the Authority will identify various areas of the Stadium and Stadium Infrastructure which will be associated with Team sponsors (the "**Identified Sponsorship Areas**"), and the Authority shall be responsible for all Operating Expenses and the costs of Capital Repairs associated with the Identified Sponsorship Areas (except, in the case of Operating Expenses, such Operating Expenses which are Team Event-Day Expenses) as originally constructed as part of the Master Project Budget. If, at the request of the Team, the Stadium and Stadium Infrastructure contain (A) areas associated with Team sponsors in addition to the Identified Sponsorship Areas (the "**Additional Sponsorship Areas**") or (B) modifications or alterations to such Identified Sponsorship Areas, the Team shall be responsible for the Capital Improvement costs and material additional operating costs, if any, (i) of each such Additional Sponsorship Area and (ii) for Identified Sponsorship Areas; **provided, however**, that such Additional Sponsorship Areas or modifications or alterations to the designated level of finish of any Identified Sponsorship Areas shall be subject to the Consent of the Authority.

Section 18.8 Marquee and Freeform LED. The Authority and the Team may Advertise, promote present and future Stadium Events, and provide general art and entertainment by electronic messaging on the Stadium's outdoor marquee and/or "Freeform LED" (or such other agreed-upon present or future-available method).

(a) Marquee — Non-Exclusive Signage. The Marquee will be included in the Preliminary and Final Signage Plan which will set forth the Exclusive Signage and Non-Exclusive Signage portions of the Marquee's Signage; provided, however, the Parties agree that the video portion of the marquee shall be considered Non-Exclusive Signage for purposes of this Agreement.

(b) Freeform LED for Team Stadium Events. The Freeform LED shall be used by the Team for Team Stadium Events on the applicable event day in the following proportions: (i) two-thirds (2/3) for Advertising (one-half (1/2) of which must be general promotional in nature) and (ii) one-third (1/3) for presentation of general art and entertainment.

(c) Freeform LED for Authority Events. The Freeform LED shall be used by the Authority for Authority Events on the applicable event day in the following proportions: (i) two-thirds (2/3) for Advertising (one-half (1/2) of which must be general promotional in nature) and (ii) one-third (1/3) for presentation of general art and entertainment.

(d) Non-Stadium Event Day Freeform LED Use. The Authority and the Team shall have an equal right to use the Freeform LED subject to the same content distribution in **Section 18.8(b) and (c)** above on days when there is no Team Stadium Event or Authority Event held at the Stadium. This equal allocation of usage shall be coordinated and cooperatively determined by the mutual agreement of the Authority and the Team.

ARTICLE 19 ADVERTISING RIGHTS

Section 19.1 General.

(a) Team Advertising Rights. The Team shall display Advertising and have Advertising Rights as granted in this Agreement in connection with promotion of the Team and sponsorships, including Naming Rights, Entitlement Rights, Signage Rights and Future Marketing Rights. Additionally, the Parties understand and agree that (i) the Stadium, Stadium Infrastructure, and Stadium Site will display Advertising (including Signage) in connection with the exclusive grants by the Team to third Persons, including Naming Rights, Entitlement Rights, and Persons with Protected Categories, and (ii) the Team has the right to certain exclusivities, including placement, designation and similar rights described in **Article 12** (Concessions and other Food Beverage Services) and in **Section 19.4** below. Further, except as set forth in **Section 19.1(b)**, the Team shall have the exclusive right to (i) Advertise with respect to the Team and the Stadium, Stadium Infrastructure and the Stadium Site for the Team's NFL related activities and (ii) negotiate, grant, sell and otherwise contract for, and to receive all revenue from, and bear all costs associated with contracting for, all Advertising Rights with respect to the Stadium, Stadium Infrastructure and Stadium Site for Team Stadium Events and the Team's NFL related activities.

(b) Authority Advertising Rights. The Authority shall display Advertising and have Advertising rights as granted in the Agreement in connection with Signage Rights and Future

Marketing Rights. Further, the Authority shall have the right to (i) Advertise with respect to the Authority and the offering of the Stadium and other areas of the Stadium, Stadium Infrastructure and the Stadium Site for Authority Events, and (ii) negotiate, grant, sell and otherwise contract for, and receive all revenue from, and bear all costs associated with such contracting for, Advertising Rights with respect to the Stadium, Stadium Infrastructure and Stadium Site at and for Authority Events and for the Authority (subject to the limiting provisions of this Agreement). The Authority shall not negotiate, sell, or contract for any Advertising Rights at or for the Stadium Site or Authority Events which conflict with the Protected Categories, except as granted in **Sections 18.3 and 18.4**. For the avoidance of doubt, the Parties understand and agree (i) the Team does not have any Advertising Rights directly related to an Authority Event, except as otherwise granted in this Agreement, and (ii) the Authority does not have the right to contract for Advertising Rights that constitute sponsorships associated with the Stadium, Stadium Infrastructure and Stadium Site that are not directly related to an Authority Event.

Section 19.2 **Sponsorship Agreements**. The provisions of any agreement entered into (i) by the Team relating to Advertising Rights shall terminate no later than the termination or expiration of this Agreement, and (ii) by the Team or the Authority relating to Advertising Rights shall not contain any term or condition that conflicts with the provisions of this Agreement.

Section 19.3 **Blockage of Team Advertisers**. Subject to the provisions of **Article 18, Article 19**, and except as specifically otherwise stated in this Agreement, the Authority shall not bind itself or otherwise enter into any contract, agreement or other arrangement, including a grant of exclusivity, that prevents (or otherwise restricts) the Team from granting to third Persons Advertising Rights afforded to the Team under this Agreement.

Section 19.4 **Exclusive Designation Rights**. The Team shall have the exclusive right to grant and license all Advertising Rights, or any other rights, licenses, or benefits that reference or designate the Stadium or the Plaza with respect to any good or service, such as granting the title of “official,” “supplier to,” “retailer of,” “sponsor,” or similar designations. In the case of goods or services that are implied to be provided or supplied to the Stadium or the Plaza by a designation of “supplier to the Stadium/Plaza” “provider to the Stadium/Plaza,” the Team shall not authorize such a designation, unless (i) such Person does in fact supply or provide such goods or services to the Stadium or the Plaza, whether procured by the Team or the Authority and (ii) the Team has not participated in the Authority’s procurement process for such Person as otherwise allowed under **Section 5.14**. Further, if the Team has selected a provider of services independent of the Authority as set forth in **Section 5.14**, the Team’s exclusive rights as described above to reference or designate the Stadium or the Plaza with respect to any good or service, such as granting the title of “official,” “supplier to,” “retailer of,” “sponsor,” or similar designations, shall be limited to a descriptor of Team Stadium Events. The foregoing restriction shall not apply to the sponsorship designations that may arise from the joint participation and procurement rights with respect to DAS and WiFi as set forth **Section 16.6** and broadband as set forth in **Section 16.7**.

ARTICLE 20 PARKING

Section 20.1 **Parking Generally**. The Team shall control parking operations for the Stadium, Stadium Infrastructure and Stadium Site for all Team Stadium Events and other events

licensed under this Agreement. The Authority shall control parking operations for the Stadium, Stadium Infrastructure and Stadium Site for all Authority Events, but the Authority shall consult with the Team on such operations.

Section 20.2 Annual Suiteholder Parking Rights at Authority Events. The Authority shall provide ticketholders to Annual Suites with parking in an area consistent with the premium parking provided to such ticketholders during Team Games for all Qualified Authority Events for which such ticketholders to Annual Suites have exercised their right of first refusal for tickets to Qualified Authority Events, subject to **Section 10.2(c)**. The ticketholders to Annual Suites shall be responsible for paying the cost of such parking at the Qualified Authority Event at the prevailing rate for comparable parking.

Section 20.3 Projected Parking Available. The current Preliminary Project Budget (as defined in the Development Agreement) assumes the construction of certain on-site parking. However, the final location and configuration of the aforementioned parking requirement will be subject to the Master Project Budget, Minimum Design Standards or other actions of *the SDC Group*.

Section 20.4 Parking Revenue; Control of Pricing and Allocation; Related Costs.

(a) Team Control for Team Stadium Events. The Team shall have exclusive control of the pricing and allocation of all parking spaces at the Stadium Site for Team Stadium Events, including those pursuant to **Section 20.1** (the “**Team Parking Spaces**”) and shall have the right to receive all revenues related thereto for Team Stadium Events. The Team shall pay all incremental operational Team Event-Day Expenses related to the Team Parking Spaces.

(b) Authority Control for Authority Events. The Authority shall have exclusive control of the pricing and allocation of the parking for Authority Events and any other days that the Authority-owned parking facilities are not used for Team Stadium Events (but including spaces that are not allocated as Team Parking Spaces during a Team Stadium Event) and shall have the right to receive all revenues related thereto.

(c) Operating, Maintenance and Capital Expenses and Costs. The Authority shall be responsible for all annual operating, maintenance and capital expenses and costs relating to the parking facilities, except for any incremental operational Team Event-Day Expenses payable by the Team.

Section 20.5 Team Allocated and Guaranteed Parking.

(a) Parking for Team Stadium Events. In accordance with the remainder of this **Section 20.5(a)**, the Authority will provide at least [_____] (_____) secure, on-site parking spaces in a [_____] (_____) area approved by the Team for Team player, Team staff, Team employees, NFL, Broadcasters, Team guest, and visitor use without charge for Team Stadium Events. As of the Effective Date, the Parties anticipate that the Stadium and Stadium Infrastructure will have either [_____] (_____) secure, on-site parking spaces (all outside) or [_____] (_____) secure, on-site parking spaces ([_____] (_____) outside and [_____] (_____) inside), but in no event shall there be fewer than [_____] spaces and less than [_____] acres of parking.

(b) Parking for Authority Events. For all Authority Events the Authority will provide the Team with secure, on-site parking passes, at no charge, as provided in this **Section 20.5(b)**. If there are [_____] (_____) secure, on-site parking spaces, the Authority will have use and possession of [_____] (_____) parking spaces for Authority Events and the Team will have use and possession of [_____] (_____) parking spaces during such events. If there are [_____] (_____) secure, on-site parking spaces, the Authority will have use and possession of [_____] (_____) such parking spaces [_____] (_____) of which will be inside the Stadium and [_____] (_____) of which will be outside the Stadium) and the Team will have use and possession of [_____] (_____) secure, on-site parking spaces ([_____] (_____) of which will be inside the Stadium and [_____] (_____) of which will be outside the Stadium), in each case with respect to Authority Events. If any of the secure, on-site parking spaces are reduced (either inside or outside), the Team's applicable spaces in the secure, on-site areas will be reduced proportionately, or otherwise as necessary to assure that the Authority will have at least [_____] (_____) secure, on-site parking spaces for Authority staff, Authority Event promoters and visitor use for Authority Events.

(c) Parking for Non-Event Days. On all other days, the Team at no charge shall have the use of a reasonable number of automobile parking spaces owned or controlled by the Authority on the Stadium Site or within proximity to the Stadium Site to accommodate the Team's full-time staff and Invitees located at the Stadium Site.

ARTICLE 21 TOURS

Section 21.1 Authority Tours.

(a) General. Except before and during the inaugural NFL Season of the Team at the Stadium as provided in **Section 21.2(b)**, the Authority retains the exclusive right to conduct tours of the Stadium, Stadium Infrastructure and Stadium Site, other than Team Allocated Spaces and Team Year-Round Use Areas which shall, except as provided in **Section 21.1(b)**, be restricted and off-limits to the Authority for tours. For the avoidance of doubt, the foregoing restriction shall not prevent the Authority from allowing tour participants to dine at the Team Restaurant or shop at the Team Stores.

(b) Special Access Tours. The Team grants to the Authority a non-exclusive, non-transferable right to access a reasonable area adjacent to the Team locker rooms and Team training areas that provides visibility into such areas in connection with any tour of the Stadium and Stadium Infrastructure conducted by the Authority if such tour concludes at the Team Store (a "**Special Access Tour**"); **provided, however**, that (i) no Special Access Tour shall conflict in any way with the use by the Team (including its Agents) of the Team locker rooms and Team training areas, and (ii) the foregoing access rights granted in respect of Special Access Tours may be suspended or revoked by the Team in its reasonable discretion based upon the acts or omissions of the Authority, its Agents and the Special Access Tour participants occurring in the Team locker rooms and Team training areas during any such Special Access Tour; **provided, however** that if Special Access Tours are so suspended or revoked, the Authority will no longer have an obligation to end general tours at the Team Store. By conducting any tour of the Team locker rooms and

Team training areas as permitted under this **Section 21.1(b)**, the Authority hereby agrees (1) to be responsible for the negligent acts or omissions of its tour guides and tour participants in the Team locker rooms and team training areas, (2) to indemnify and hold the Team harmless, including for attorneys' fees, from any and all liability, damages, causes of action or claims, including any individual's negligence, (3) to comply with, and cause its tour guides and tour participants to comply with, all written media, access and use policies regarding the Team locker rooms and Team training areas provided to the Authority by the Team from time to time, and (4) to return the condition of the Team locker rooms and Team training areas to the condition of such areas prior to any tour given by the Authority.

(c) **Authority Tour Revenue.** The Authority shall have the right to all revenues pertaining to tours given by the Authority.

(d) **No Conflict with Team Stadium Events.** Notwithstanding anything to the contrary, the Authority shall not conduct tours of the Stadium, Stadium Infrastructure or Stadium Site on the day of any Team Stadium Event or at any other time which reasonably interferes with Team's use of the Stadium in accordance with this Agreement. In furtherance of the foregoing, no tours of the Team locker rooms and Team training areas shall occur on the day of or on the day preceding any Team Game without the approval of the Team.

Section 21.2 **Team Tours.**

(a) **Team Allocated Spaces and Team Year-Round Use Areas.** Except as provided in **Section 21.1(b)**, the Team shall have the exclusive right to conduct tours of Team Allocated Spaces and Team Year-Round Use Areas.

(b) **NFL Season Orientations.** Before and during each NFL Season of the Team at the Stadium, the Team shall have the right to conduct up to three (3) tours of the Stadium, Stadium Infrastructure and Stadium Site, including designated Team Allocated Spaces and Team Year-Round Use Areas, as and when reasonably requested by the Team; **provided, however**, such tours shall not conflict with any Authority Event. The tours pursuant to this **Section 21.2(b)** shall not be Team Events, shall not be deemed Competitive Events, and shall be without charge to the Team or any tour participant.

(c) **Team Tour Revenue.** The Team shall have the right to all revenues and pay all direct costs pertaining to tours given by the Team under this **Section 21.2.**

ARTICLE 22 AUTOMATED TELLER MACHINES AND BANKING MACHINES

During the Term, the Team shall have the exclusive right, and the exclusive right to license to other Persons the right, to install, operate and maintain automated teller machines and other automated banking machines ("ATM Machines") at the Stadium, within the Stadium Infrastructure, at any location within the Stadium Site, and in parking ramps. The Team shall receive all revenue and bear all costs associated with the provisioning, installation, licensing and operation of such ATM Machines. The Team agrees that the ATM Machines located in or on the Stadium or Stadium Site pursuant to this Section will be made available for usage and operative during Authority Events.

ARTICLE 23

ASSIGNMENT; LEASEHOLD MORTGAGES; TEAM RECORDS; BUSINESS OFFICE

Section 23.1 Assignment of this Agreement; Sale of Equity or Assets of the Team.

(a) Assignment by the Team. The Team shall not sell, assign, transfer, mortgage, pledge, hypothecate, encumber, sublet, license or grant a security interest in or upon (collectively, “Assign” or an “Assignment”) its rights under this Agreement without the Consent of the Authority; **provided, however**, that the Authority hereby acknowledges, agrees and approves that (i) the Team may Assign its rights, and delegate its obligations, liabilities and duties, under this Agreement [*and, simultaneously in connection therewith, the Development Agreement and the Development Agreement Documents*] to StadCo pursuant to an Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit H** (the “StadCo Assignment”), and (ii) (A) any of the obligations, liabilities or duties of the Team under this Agreement, the Development Agreement and the Development Agreement Documents may be performed by the Team, a related entity of the Team, or a third Person with common beneficial or equity ownership with the Team (including trusts or other entities established for the benefit of one or more of the Team’s ownership or one or more family members of the Team’s ownership) and (B) the Team, a related entity of the Team, or a third party with common beneficial or equity ownership with the Team (including trusts or other entities established for the benefit of one or more of the Team’s ownership or one or more family members of the Team’s ownership) may receive revenues to which the Team is entitled under this Agreement or the Act. If the Team Assigns this Agreement, [*and in connection therewith, the Development Agreement and the Development Agreement Documents*], to StadCo (including an Assignment of any rights of the Team hereunder [*or under the Development Agreement and the Development Agreement Documents*] to StadCo) as permitted under this **Section 23.1(a)**, all references to the Team hereunder [*and under the Development Agreement and the Development Agreement Documents*], shall be references to StadCo (but [*Raiders Football Team*] shall remain liable for performance of any obligations, liabilities or duties that are assigned or delegated by it to StadCo).

(b) Permitted Assignments by the Team. Notwithstanding anything to the contrary in **Section 23.1(a)** or any other provision of this Agreement, the following Assignments by the Team or its rights under this Agreement are expressly permitted hereunder without any Consent of the Authority:

- (i) Any entity wholly owned or controlled by the Team;
- (ii) Any successor entity to Team;
- (iii) any Assignment in connection with a transfer of the Las Vegas Raiders’ NFL franchise, via a transfer of interests or assets, to a new controlling owner (as defined and determined by the NFL) approved by the NFL;
- (iv) any Assignment of any or all revenues and rights to revenues of the Team arising out of this Agreement, **provided** that the exercise of such rights shall at all times be subject to the applicable terms and conditions of this Agreement and any such

Assignment shall not operate to change, limit or otherwise affect the rights, obligations and liabilities of the Team under this Agreement;

(v) any Assignment that constitutes a Leasehold Mortgage pursuant to **Section 23.3**;

(vi) any mortgage, pledge, hypothecation, encumbrance, or grant a security interest in or upon the Team's personal property and trade fixtures that are not funded through the Capital Funding Plan;

(vii) subject to the terms of this Agreement, grants of licenses, sublicenses or similar rights to Persons to use and enjoy any part of the Stadium and Stadium Infrastructure for any purpose related to the ordinary course of use, operation, exploitation or management of the Stadium and Stadium Infrastructure; and

(viii) the Assignment by the Team of its rights, and delegation of its obligations, liabilities and duties, under this Agreement to StadCo pursuant to an Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit H**.

(c) **Transactions Not Deemed Assignments**. For the avoidance of doubt, the following transactions shall not be deemed an Assignment by the Team and therefore are permitted without any Consent of the Authority: (i) any direct or indirect sale or transfers of interests in the Team, or any direct or indirect sale or transfer of assets of the Team, (ii) any reorganization, restructuring, merger or recapitalization of the Team, and (iii) any transfers resulting from the exercise by the NFL of its rights under any NFL financing consent letter or any of the documents or agreement executed in connection therewith. In connection with any transfer or Assignment described in the preceding sentence, if required hereunder, the purchaser or successor shall execute and deliver to the Authority an Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit H**. In connection with any permitted transfer of an interest in the Team, a corresponding transfer of an interest in StadCo may also be made.

(d) **Assignee Assumption of Team Rights and Obligations**. Any assignee of the rights and obligations of the Team under **Section 23.1(b)(i)** must assume all of the obligations of the Team under this Agreement pursuant to an Assignment and Assumption Agreement in a form and substance reasonably acceptable to the Authority and which Assignment and Assumption Agreement shall be signed by the Team, the Authority and the assignee prior to the effective date of such assignment. The Authority agrees that upon any permitted Assignment of this Agreement in accordance with **Section 23.1(b)(i)**, the Team shall be released from all obligations arising under this Agreement from and after the date of the Assignment, **provided** that (i) the assignee agrees to perform all of the Team's obligations under this Agreement, and (ii) assignee is approved by the NFL. The Team and the Authority agree that any Assignment of this Agreement (other than a collateral assignment for financing purposes), shall be void and of no force and effect unless such Person agrees to so assume the Team's obligations under this Agreement. For the avoidance of doubt (A) in the event Team merges with another Person, the surviving Person in such merger shall assume, and shall be deemed to have assumed, the Team's obligations under this Agreement, and (B) an Assignment by way of collateral assignment pursuant to and in connection with a financing transaction shall not require assumption of the Team's obligations under this Agreement.

(e) Authority Assignment. The Authority may not assign its rights under this Agreement or ownership of the Stadium, Stadium Site or Stadium Infrastructure without the Consent of the Team, and any such Assignment, transfer or sale shall be subject to the provisions of **Section 32.21** (License Coupled with An Interest); **provided, however**, the Consent of the Team shall not be required in connection with any sale, transfer, pledge, hypothecation, assignment or mortgage of any revenues derived from the sale of SBLs made in connection with the financing of the Private Contribution (as defined in the Development Agreement). Notwithstanding the foregoing, the Authority may designate an entity reasonably acceptable to the Team to act as the Stadium Events Company in accordance with the Act and to perform the Authority's obligations under this Agreement; provided, however, that the Authority shall nonetheless remain liable for all of the Authority's obligations under this Agreement.

Section 23.2 Intentionally Omitted.

Section 23.3 Leasehold Mortgages.

(a) Leasehold Mortgages. Notwithstanding anything to the contrary in this Agreement, the Team shall have the right, without obtaining Consent or approval from Authority, to mortgage, hypothecate or encumber this Agreement and its leasehold, license and other estates or interests in the Stadium and Stadium Infrastructure pursuant to one or more mortgages or other security agreements or instruments (each, a "**Leasehold Mortgage**", and the holder of a Leasehold Mortgage being a "**Leasehold Mortgagee**"), to assign this Agreement and the Team's leasehold, license and other estates or interests in the Stadium and Stadium Infrastructure, as collateral security, and to assign as collateral, any or all of the Team's rights under this Agreement and its license and other interests in the Stadium and Stadium Infrastructure; **provided, however**, that (i) each Leasehold Mortgage secures only financing relating to the Stadium, Stadium Infrastructure or the Team or other NFL related assets, and does not secure any financing relating to other properties or improvements [except as described in the Development Agreement]; (ii) the principal amount secured by such Leasehold Mortgages does not exceed, in the aggregate, the sum of (A) one hundred percent (100%) of the Team/Private Contribution [(as defined in the Development Agreement)], any Privately Financed Enhancement [(as defined in the Development Agreement)] and any other amount contributed by the Team to fund any capital improvement to the Stadium, Stadium Infrastructure or Stadium Site, plus (B) the aggregate amount of all capitalized interest, fees and other financing-related costs and expenses related to any financing or other source of funds for any such Team/Private Contribution, Privately Financed Enhancement or capital improvement; and (iii) such Leasehold Mortgages do not encumber any interest of the Authority, including its fee interest in the Stadium and the Stadium Infrastructure. A Leasehold Mortgage may attach to and encumber any of the following, or any interest in any of the following: (i) this Agreement, (ii) the leasehold, license and other estates or interests in the Stadium and the Stadium Infrastructure created by this Agreement, (iii) the Team's rights under this Agreement (including the rights to any Renewal Term), (iv) the Team's rights under the Development Agreement, (v) any of the Team's Stadium Property, (vi) any interest created by the StadCo Assignment, and (vi) any exclusive rights granted to the Team arising under this Agreement, the StadCo Assignment or any other related documents, including Team's right to receive any revenue that the Team now has or hereafter acquires a right to receive, together with products and proceeds of all of the foregoing.

(b) Development Agreement. If the Team mortgages, hypothecates, encumbers, creates a security interest in, or otherwise places or permits a lien to be placed upon Team's interest in the Development Agreement, all of the provisions set forth in this Agreement relating to Leasehold Mortgagees shall also apply to the mortgagee or holder of such encumbrance, security interest or lien in the Development Agreement, and such mortgagee or holder shall be entitled to all of the rights, privileges and protections set forth in this Agreement, as if such provisions were included in the Development Agreement.

(c) Transfers of Leasehold Mortgages. The Authority hereby consents to the assignment, transfer, hypothecation or encumbrance of, or the creation or grant of a security interest in or lien against, any Leasehold Mortgage or interest by the holder thereof, as collateral security for performance of obligations, and in the event of any such transaction, the transferee or encumbrancer shall have all the rights of its transferor hereunder (or such of the rights of the transferor as have been transferred) until such time as any Leasehold Mortgage or interest therein is further transferred (including by way of reconveyance to the transferor), or the lien of any Leasehold Mortgage is released from the leasehold interest of the Team.

(d) Enforcement of Leasehold Mortgages. Any Leasehold Mortgagee may enforce its Leasehold Mortgage and acquire title to the Team's interest in the leasehold, license and other estates or interests created by this Agreement in the Stadium and Stadium Infrastructure in any lawful way and, pending Foreclosure of such Leasehold Mortgage, may take possession of the Team's interest in the Stadium and Stadium Infrastructure and upon Foreclosure of such Leasehold Mortgage, may sell and assign the Team's interest the leasehold, license and other estates or interests created by this Agreement, subject to the following:

(i) such Leasehold Mortgage shall encumber only the Team's interest in this Agreement and its leasehold interest in the Stadium and Stadium Infrastructure and shall be subject to this Agreement;

(ii) any Leasehold Mortgagee taking possession of the Team's Interest in the Stadium and Stadium Infrastructure or any Person acquiring the Team's interest in the leasehold, license and other estates or interests sold or assigned by such Leasehold Mortgagee shall attorn to the Authority and shall be liable to perform or cause performance of all of the obligations imposed on the Team by this Agreement, except that with respect to obligations arising in periods before such Leasehold Mortgagee or Person has ownership of such leasehold, license and other estates or interests created by this Agreement or possession of the Stadium and Stadium Infrastructure such Leasehold Mortgagee shall only be obligated to cure the matters set forth in Section 23.3(k) below;

(iii) in no event shall any Leasehold Mortgage, or other collateral security agreement related thereto permit the Leasehold Mortgagee thereunder to remove any fixtures, equipment or furnishings (other than the Team's personal property and trade fixtures) located within or affixed to the Stadium and Stadium Infrastructure; and

(iv) Failure of a Leasehold Mortgagee to satisfy any of the above conditions shall preclude such Leasehold Mortgagee from taking possession of or operating the Team's interest in the Stadium and Stadium Infrastructure and shall render such Leasehold

Mortgage unenforceable for such purpose only, but shall not affect the validity, enforceability or priority of such Leasehold Mortgage in any other respect, including with respect to any other security interest in connection with the Team's interest in the leasehold, license and other estates or interests created by this Agreement.

(e) Notices. The Team shall forward a notice to the Authority prior to the execution and delivery of any proposed Leasehold Mortgage setting forth: (i) the name of the proposed mortgagee or other beneficiary of such Leasehold Mortgage, (ii) the basic terms and conditions of such financing, and (iii) copies of the documents evidencing and securing such financing. Following the execution and delivery of any Leasehold Mortgage in accordance with the terms and conditions of this **Section 23.3**, the Team shall make available to the Authority a true, correct and complete copy of each such Leasehold Mortgage and any amendments, modifications, extensions of assignments thereof, and shall notify the Authority of the address of each Leasehold Mortgagee to which notice may be sent (as the same may be changed from time to time).

(f) Authority's Acknowledgement of Leasehold Mortgagees. The Authority shall, upon written request, acknowledge receipt of the name and address of any Leasehold Mortgagee (or potential Leasehold Mortgagee), and confirm that such Leasehold Mortgagee is or will be, upon closing of its financing or its acquisition of an existing Leasehold Mortgage, entitled to all of the rights, protections, and privileges afforded such Leasehold Mortgagee hereunder. Such acknowledgment shall, if requested, be in recordable form, and the Team may record it at the Team's expense. If the Authority receives notice of any Leasehold Mortgagee, then such notice shall bind the Authority's successors and assigns.

(g) Leasehold Mortgagees - Notice and Cure. In the event that the Authority provides to the Team any approval, consent, demand, designation, request, election or other notice that any party gives regarding this Agreement relating to any default, alleged default, or termination (or alleged termination) of this Agreement that any party gives regarding this Agreement (each a "Notice"), the Authority shall, at the same time, give a copy of such Notice to all Leasehold Mortgagees. No Team default, event of default, termination of this Agreement, or other exercise of the Authority's rights or remedies predicated upon the giving of Notice to the Team shall be deemed to have occurred or arisen or be effective unless the Authority has given like Notice to each Leasehold Mortgagee as this **Section 23.3(g)** requires. Any such Notice shall describe in reasonable detail the alleged Team default or other event that allegedly entitled the Authority to exercise such rights or remedies. Each Leasehold Mortgagee shall have the right, at its option, to cure or remedy any breach or default by the Team under this Agreement and may enter the Stadium and Stadium Infrastructure (or any part thereof) solely for the purpose of effecting such cure and such entry shall not constitute an actual or constructive eviction of the Team nor shall such entry constitute an act hostile to the Authority's reversionary estate. The Authority shall accept such performance on the part of each Leasehold Mortgagee as though the same had been done or performed by the Team. In addition to the foregoing rights, in case of a breach or default, the Authority will take no action to effect a termination of this Agreement by reason thereof until the Authority shall have served upon each Leasehold Mortgagee of which the Authority has received actual notice hereunder a copy of the notice of the breach or default, and each Leasehold Mortgagee shall be allowed to cure a monetary breach or default of the Team within sixty (60) days or, in the case of non-monetary defaults that are capable of cure by any Leasehold Mortgagee, such longer period as may be necessary to cure such default if any Leasehold Mortgagee has

commenced to cure the breach or default within such sixty (60)-day period and is diligently proceeding to cure the same; **provided, however,** that if the cure would require more than one hundred eighty (180) days, and if any Leasehold Mortgagee shall have provided reasonable evidence to the Authority of its undertaking and its capacity (subject to receipt of such approvals and judicial orders as may be necessary), then each Leasehold Mortgagee shall have such additional time to effect a cure. All Notices delivered by the Authority to Leasehold Mortgagees pursuant to this **Section 23.3(g)** shall be given by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight courier or same day delivery service addressed to each Leasehold Mortgagee at the address last specified to the Authority by or on behalf of each such Leasehold Mortgagee, and any such notice shall be deemed to have been given and “served” on the second Business Day after mailing in the manner set forth in this Section, on the first business day if an overnight courier service is used and on the same day if same day delivery service is used.

(h) **Foreclosure.** Notwithstanding anything to the contrary in this Agreement, including the other sections contained within this **Article 23**, (a) a default by the Team under a Leasehold Mortgage shall not constitute a default or breach of this Agreement by the Team unless and to the extent the acts or omissions of the Team giving rise to such Leasehold Mortgage default independently constitute a default or breach hereunder by the Team; and (b) a Leasehold Mortgagee may initiate, prosecute and complete any Foreclosure, and no Foreclosure under any Leasehold Mortgage, and no exercise by a Leasehold Mortgagee of any other rights or remedies under its Leasehold Mortgage, including recordation of a notice of default or the appointment of a receiver, shall require the Authority’s Consent, or violate this Agreement, or constitute a breach or default by the Team hereunder, or affect the Authority’s obligations under this Agreement, or entitle the Authority to exercise any rights or remedies under this Agreement. If a Leasehold Mortgagee erroneously purports to exercise any rights or remedies against the Authority’s fee estate or any other interest of the Authority hereunder, the same shall not constitute a default under or breach of this Agreement, but such Leasehold Mortgagee, by accepting its Leasehold Mortgage, shall immediately withdraw and rescind any such erroneous exercise of remedies against the Authority’s fee estate promptly upon written request by the Authority.

(i) **Further Assignment.** If a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof acquires the Team’s leasehold, license and other estates or interests by Foreclosure, or if a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof succeeds to the interests and obligations of the Team under a new use agreement as provided in this **Section 23.3**, such Leasehold Mortgagee or successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof, may thereafter assign or transfer this Agreement or such new use agreement without the Authority’s Consent, provided the assignee or transferee expressly agrees in writing to assume and to perform all of the obligations under this Agreement or such new use agreement, as the case may be, from and after the effective date of such assignment or transfer.

(j) **Limitation of Liability; Effect of Cure.**

(A) Notwithstanding anything to the contrary in this Agreement, (1) a Leasehold Mortgagee shall have no monetary liability for any breach of this Agreement by the Team except that if a Leasehold Mortgagee takes possession or

ownership of the leasehold interest in Stadium and Stadium Infrastructure it shall cure any past-due monetary obligations of the Team; and (2) no Leasehold Mortgagee or its representative, any person claiming through or under such Leasehold Mortgagee, including such Leasehold Mortgagee's designee, to be the Team under a new use agreement (a "**New Tenant**"), post-foreclosure tenant ("**Post Foreclosure Tenant**"), or any Person acting for or on behalf of any of the foregoing shall have any personal liability under this Agreement (or a new use agreement), even if such Person exercises any cure rights of a Leasehold Mortgagee, except (a) during any period when such Person is the Team under this Agreement (or New Tenant under a new use agreement); or (b) to the extent that such Person assumes in writing any of the Team's obligations under this Agreement or agrees in writing to cure any breach or default by the Team (and any such liability shall be limited in accordance with the terms of such written assumption). Notwithstanding anything to the contrary in this Agreement or in any document or instrument that such Person executed and delivered (for example, even if any such Person has "assumed" this Agreement), any such Person's liability, past, present and future, including any then-accrued liability, shall in no event: (i) extend beyond the period of its ownership of an interest in this Agreement or a new use agreement; (ii) continue after such Person has assigned or abandoned this Agreement or the new use agreement; or (iii) extend to any pre-foreclosure defaults not susceptible to cure by a Leasehold Mortgagee or Post Foreclosure Tenant. Furthermore, in no event shall the liability of any Leasehold Mortgagee or its representative, New Tenant, Post Foreclosure Tenant, or any Person acting for or on behalf of any of them extend beyond such Person's then-interest, if any, in this Agreement, and not to any other assets of such Leasehold Mortgagee or its representative, New Tenant, Post Foreclosure Tenant, or any Person acting for or on behalf of any of them.

(B) A Leasehold Mortgagee need not continue to exercise its option to cure a default under or breach of the Agreement by the Team if and when the default or breach by the Team that such Leasehold Mortgagee was attempting to cure shall have been cured. Upon such cure and the cure of any other breach or default by the Team in accordance with this Agreement, this Agreement shall continue in full force and effect as if no breach or default of the Team had occurred. Even if a Leasehold Mortgagee has commenced cure of any such breach or default by the Team, such Leasehold Mortgagee may abandon or discontinue its cure at any time, without liability to Authority or otherwise. No Leasehold Mortgagee's exercise of its cure rights under this Agreement shall be deemed an assumption of this Agreement in whole or in part, except as expressly set forth herein.

(k) Lease Impairments. Neither the Authority nor the Team shall make, and the Authority and the Team shall not agree to, any Lease Impairment without obtaining the prior written Consent of the Leasehold Mortgagees. Any Lease Impairment made or entered into without such Consent of the Leasehold Mortgagees shall not be effective, and not bind the Leasehold Mortgagees or any New Tenant or Post-Foreclosure Tenant. Any approval required of a Leasehold Mortgagee pursuant to this **Section 23.3(k)** shall not be unreasonably withheld, conditioned or delayed as to any such action which would not have a materially adverse effect upon such Leasehold Mortgagee.

(l) Future Modifications. If any Leasehold Mortgagee requires any modification of this Agreement or of any other document to be provided under this Agreement, or if any such modification is necessary or appropriate to comply with any rating agency requirements, then the Authority shall, at the Team's request, cooperate in good faith with the Team to negotiate such instruments in recordable form effecting such modification as such Leasehold Mortgagee or rating agency shall require, **provided** that any such modification does not modify the Use Fee or the Term, and does not otherwise materially adversely affect the Authority's rights or materially decrease the Team's obligations under this Agreement. If agreement on any such modification is reached, then the Authority shall at the request of the Team execute and deliver such modification, in accordance with and to the extent required by this **Section 23.3(m)**, and place such modification in escrow for release to the Team or such Leasehold Mortgagee upon the closing of such prospective Leasehold Mortgagee's loan to the Team.

(m) Casualty and Condemnation. If a casualty or Condemnation shall occur with respect to all or any portion of the Stadium, Stadium Infrastructure or the Stadium Site and restoration is to occur pursuant to the provisions of this Agreement, then if such casualty or Condemnation results in the payment of insurance proceeds to the Authority or the estimated cost of the repair and restoration, either individually or in the aggregate, is greater than five million dollars (\$5,000,000), the Authority shall, in accordance with all Applicable Laws, deposit the insurance proceeds and its funds, as applicable, with an independent third party financial institution, which financial institution shall (i) have at least one hundred million dollars (\$100,000,000) in assets or (ii) meet such threshold requirements specifically set by the Act, and be selected by the Authority and the Team to act as escrow agent. The funds held in escrow shall be administered and disbursed pursuant to the terms of an escrow agreement, which escrow agreement shall be consistent with the provisions of this Agreement (as applicable) and shall facilitate the application of such funds to fulfill the repair and restoration obligations set forth herein (as applicable). Nothing in this **Section 23.3(m)** and except as set forth in **Section 31.3** below shall entitle a Leasehold Mortgagee to receive any award paid with respect to the Authority's interest in the Stadium and Stadium Infrastructure or this Agreement or proceeds of any insurance maintained by the Authority.

(n) New Use Agreement. If this Agreement terminates before the expiration of the Term for any reason (including, but not limited to, the occurrence of a default or breach by the Team, the rejection of this Agreement in any bankruptcy, composition, insolvency, reorganization, or similar proceeding, whether voluntary or involuntary, under Title 11, United States Code, or any other or successor federal or state bankruptcy, insolvency, reorganization, moratorium, or similar law for the release of debtors, including any assignment for the benefit of creditors and any adversary proceeding, proceedings for the appointment of a receiver or trustee, or similar proceeding, or the failure by any Leasehold Mortgagee to timely exercise its cure rights hereunder), excepting only a termination because of a casualty or a Condemnation affecting the Stadium or the Stadium Infrastructure, then (in addition to any other or previous Notice that this Agreement requires the Authority to give to a Leasehold Mortgagee) the Authority shall, within ten (10) Business Days following the occurrence of such termination, give Notice to all Leasehold Mortgagees of such termination. Within the sixty (60)-day period following each Leasehold Mortgagee's receipt of notice of termination or election to terminate or acquire possession, each Leasehold Mortgagee shall have the right to elect to enter into a new use agreement for the Stadium and Stadium Infrastructure for a term equal to the unexpired portion of the Term and on the same terms and conditions as this Agreement. In the event that any Leasehold Mortgagee elects to enter

into a new use agreement, the new use agreement shall have a term equal to the unexpired portion of the Term and shall be on the same terms and conditions as this Agreement; **provided, however,** that such Leasehold Mortgagee shall cure any past due monetary obligations of the Team under this Agreement. The Authority shall tender the new use agreement to such Leasehold Mortgagee within ten (10) days after such Leasehold Mortgagee's request for the use agreement and shall deliver possession of the Stadium and Stadium Infrastructure to such Leasehold Mortgagee or its designee immediately upon execution of the new use agreement. Any such new use agreement shall have the same priority as this Agreement with respect to liens and encumbrances on the Stadium and Stadium Infrastructure. All rights of any Leasehold Mortgagee, and all obligations of the Authority, under this Section 23.3(o), shall survive termination of this Agreement.

(o) Further Assurances. Upon request by the Team or any existing or prospective Leasehold Mortgagee, or if necessary to comply with any rating agency requirements, the Authority shall, within ten (10) Business Days after request, deliver to the requesting party such documents and agreements as the requesting party shall reasonably request to further effectuate the intentions of the Parties as set forth in this Agreement or to confirm any matter relevant to this Agreement, documents of the following type: (a) a recordable certificate signed and acknowledged by the Authority setting forth and confirming (or incorporating by reference), directly for the benefit of specified Leasehold Mortgagee(s), any or all Mortgagee Protections; (b) acknowledgment of receipt of any Notice; (c) estoppel certificates pursuant to Section 32.19 hereof; (d) any default or breach by the Team presently claimed by the Authority and the scope, status, and remaining duration of any Leasehold Mortgagee's cure rights for each such default or breach by the Team; and (e) an enumeration of all Leasehold Mortgages of which the Authority has received Notices. All documents described in this Section 23.3(o) shall be in such form as the Team or the other requesting party shall reasonably require.

(p) Recognition; Certain Obligations. If any Post Foreclosure Tenant acquires this Agreement and the related leasehold interests in the Stadium and Stadium Infrastructure through a Foreclosure, or if any New Tenant obtains a new use agreement pursuant to this Section 23.3, then: (a) the Authority shall recognize such Post Foreclosure Tenant as the Team under this Agreement, or the New Tenant as the Team under a new use agreement, as applicable; (b) any defaults not susceptible to cure by a Post Foreclosure Tenant or New Tenant shall no longer be defaults or breaches of this Agreement; (c) no New Tenant or Post-Foreclosure Tenant shall be bound by any Lease Impairment made without the prior written Consent of each Leasehold Mortgagee; (d) a New Tenant or Post-Foreclosure Tenant shall have no obligation to comply (x) for a period of six (6) months after the commencement date of such new use agreement, any and all nonmonetary obligations or covenants, except the obligation to comply with any Applicable Law, (y) with or perform any obligations under this Agreement specific to the Team or (z) with any obligations that have been fully performed or no longer apply.

Section 23.4 Intentionally Omitted.

Section 23.5 Business Office. During the Term, the Team shall use commercially reasonable efforts to maintain at least one (1) business office in the Seven County Metro Area, which office shall be where a majority of its office employees are employed.

ARTICLE 24
GAME DAY OBLIGATIONS ON TEAM STADIUM EVENT DAYS;
OTHER RELATED OBLIGATIONS

Section 24.1 Team Game Day Obligations.

(a) Staffing, Security, and Services. On the date of all Team Stadium Events, the Team shall arrange for and pay the costs of personnel for security at the Stadium and Stadium Infrastructure, and within the Stadium Site, ticket sellers, ticket takers, ushers, public address system announcers, public restroom attendants, cleaning personnel, video operators, and such other necessary personnel as needed for the safe and commercially reasonable conduct of Team Stadium Events. Except as expressly set forth in this **Section 24.1(a)**, the Authority shall remain responsible for the operation and maintenance of the Stadium for Team Stadium Events.

(b) Reimbursement by Team. To the extent the Authority, either directly or through the Manager, pays any Team Event-Day Expenses in accordance with this Agreement, the Team shall reimburse the Authority or the Manager, as the case may be, for same within thirty (30) days of the date the Authority or Manager bills the Team for same. The Authority shall make available, as requested by Team, the books and records necessary to allow Team to verify such expenses.

Section 24.2 Authority Obligations.

(a) Access Prior to Team Stadium Events. The Authority acknowledges that the Team Stadium Events will require the Team and certain of its Invitees (e.g., visiting team personnel, NFL personnel and Broadcasters) to have reasonable access to the Stadium, Stadium Infrastructure and Stadium Site prior to the day of Team Stadium Events in order to prepare for the Team Stadium Events. The Authority agrees that the Team and such Invitees shall have reasonable access to the Stadium, Stadium Infrastructure and Stadium Site to prepare for Team Stadium Events so long as such Persons and their related activities do not interfere with an Authority Event.

(b) Operation of the Stadium for Team Stadium Events. On the date of all Team Stadium Events and as otherwise required by NFL Rules, the Authority or its designees shall, at their expense, operate and maintain the Stadium and Stadium Infrastructure at the Expected Facility Standard and in compliance with all Applicable Laws and, in connection with Team Games, NFL Rules. Without limiting the generality of the foregoing, the Authority, shall to the extent required under this Agreement, or shall cause the Manager to, make certain that:

(i) for all Team Games, the Field shall (A) consist of a high quality, properly installed natural grass playing surface (or other surface approved by the Team, in its sole discretion), be of standard NFL dimensions, contain standard NFL markings, goal posts and nets in proper position, and otherwise conform to all NFL Rules, (B) have an adequate number of standard Field benches, tables and chairs and (C) have mid-field and end zone and other Field decoration as directed by the Team, in its sole discretion. The Parties agree that the playing surface and field markings and decorations shall be determined in the Team's sole discretion and may not be compromised, diminished, or otherwise changed during Team Events for any reason or to accommodate any Authority Event or any other licensee of the stadium (including but not limited to University of Las Vegas, Nevada);

(ii) for all Team Games, the Stadium shall have all equipment and fixtures necessary for playing a NFL professional football game and shall be prepared and operated in compliance with all NFL Rules;

(iii) for all Team Games, the press box shall have adequate amount of chairs set up, and working televisions and other customary electronic equipment required for the press, radio and television booths to cover Team Games;

(iv) for all Team Stadium Events, all mechanical, heating, cooling, plumbing, sewer, electrical systems (including the system operating the Retractable Feature), utility systems, lighting systems, elevators and escalators, security systems, ticket scanning systems (to the extent not exclusive to the Team), signage, Communications Systems, Communications Services, video boards and public address systems shall be in good working order, condition and repair;

(v) for all Team Stadium Events, the Field (and the stands and Stadium, to the extent reasonably practicable) shall be reasonably free of debris;

(vi) for all Team Stadium Events, subject to mechanical issues, the Authority shall promptly comply with the Team's requests regarding opening and closing the Retractable Feature on the days of Team Stadium Events;

(vii) for all Team Stadium Events, the wired and wireless broadband Communications System, bandwidth capacity and speed at the Stadium shall be consistent with the Expected Facility Standard.;

(viii) for all Team Stadium Events, all Emergency Repairs are completed as soon as practicable;

(ix) for all Team Stadium Events, the Stadium shall be set-up generally for the Team Stadium Event; and

(x) for all Team Stadium Events, all other operations for which the Team is not expressly responsible under Section 24.1.

(c) First Aid Facility. On days on which a Team Stadium Event is held, the Authority shall provide reasonably adequate first aid facilities, including rooms for injured patrons. The Team shall be responsible for providing its own ambulances, medical equipment, facilities, trainers and Team doctors for the players, coaches and officials participating in Team Games. The Authority shall provide and the Team is responsible for paying the cost of medical personnel for patrons attending Team Stadium Events.

(d) Alcohol Policy. The Team shall establish a written policy with respect to the sale and consumption of alcoholic beverages at the Stadium, Stadium Infrastructure and Stadium Site on the days of Team Stadium Events. In all events, the policy shall forbid the sale of alcohol beverages to any individual who is intoxicated, to any individual not permitted by Applicable Law to purchase such beverages, and be consistent and in compliance with NFL Rules. In the absence of material changes in patron behavior or the practices at other NFL stadiums after the Effective

Date, the Parties anticipate that the sale of alcohol beverages shall continue at least until the beginning of the fourth quarter of each Team Game. The Team may elect to designate a certain section or portion of the Stadium on the day of Team Stadium Events as “family friendly” or “alcohol free” and the Authority shall use its reasonable efforts to implement a policy intended to prohibit the consumption of alcoholic beverages by persons sitting in any such designated areas. Provided, however, notwithstanding the foregoing or any other provision of this Agreement the Authority, as the holder of the liquor license, may, in its reasonable judgment in consultation with the Team, suspend alcohol sales or distribution at Team Stadium Events at certain points in time, or with respect to certain events, if, the Authority reasonably determines that such prohibition is necessary for the safety, security or health of the public. The Authority shall promptly notify the Team of any such decision to suspend the sale of alcohol beverages.

(e) Smoking. Pursuant to Applicable Law, the Authority shall prohibit smoking in the Stadium. The Team and the Authority shall work together in good faith to establish mutually acceptable smoking policies for the Stadium Infrastructure and Stadium Site, which policies may prohibit smoking on the Stadium Infrastructure and Stadium Site, permit smoking on the Stadium Infrastructure and Stadium Site, or prohibit smoking on the Stadium Infrastructure and Stadium Site other than in certain exterior portions specifically designated by the Authority and the Team as smoking areas. Any mutually acceptable smoking policies regarding the Stadium Infrastructure and Stadium Site shall be applicable to all Stadium Events.

(f) Licenses and Permits. The Authority shall obtain for the Team any and all licenses, permits, approvals, certificates and authorizations from all Governmental Authorities necessary or appropriate to enable Team Games to be held at the Stadium. The Team and the Authority shall coordinate and cooperate to obtain all licenses, permits, approvals, certificates and consents from all Governmental Authorities necessary or appropriate to enable Stadium Events to be held at the Stadium and in connection with halftime shows, other entertainment and promotions and other non-game related activities to be held in connection with Team Stadium Events, provided that the Team shall be solely responsible for the cost of all such licenses, permits, approvals, certificates and authorizations from such Governmental Authorities and the Team shall reimburse the Authority for its reasonable out-of-pocket costs related to such coordination and cooperation.

Section 24.3 NFL Rules. Prior to each NFL Season during the Term, the Team shall provide the Authority access to all NFL Rules which (i) affect the Authority’s obligations under this Agreement, or (ii) affect the Team’s ability to perform its obligations hereunder.

Section 24.4 Assistance in Obtaining Events. The Team shall use commercially reasonable efforts (such efforts not to require the expenditure of money) to support and promote (i) the NFL awarding Las Vegas at least one (1) Super Bowl as soon as reasonably practicable under the NFL rules, and (ii) the selection by the NFL of the City as a future site for at least one (1) NFL meeting. The Team shall use commercially reasonable efforts (such efforts not to require the expenditure of money) upon the Authority’s request to assist the Authority in obtaining Authority Events at the Stadium.

Section 24.5 Team Liens. Neither the Team nor the Authority shall permit any mechanic’s lien to be filed against the Stadium arising out of any work or materials performed. If any such lien is filed, the Team or Authority shall, within thirty (30) days after notice of such

filing, cause such lien to be released of record or shall deliver to the other party a bond or other security for such lien reasonably satisfactory to the other party.

Section 24.6 Authority Covenants Regarding Women and Minorities. The Authority covenants and agrees that it will make commercially reasonable efforts to employ women and members of minority communities when hiring employees, including for management of the Stadium. In that regard, the Authority shall hold a job fair to recruit and hire women and members of minority communities, and shall advertise said job fair at the [_____], and similar organizations. The Authority shall, and shall cause all contracts with vendors, Concessionaires, and other contractors retained by the Authority to, in connection with the maintenance and operation of the Stadium and the purchase of goods and services in connection therewith, use commercially reasonable efforts to contract with small business and minority and women-owned businesses.

ARTICLE 25 REPRESENTATIONS AND WARRANTIES

Section 25.1 Representations and Warranties of Team. The Team represents and warrants to the Authority, as of the Effective Date (unless otherwise expressly provided herein), as follows:

(a) Organization. The Team is a limited partnership duly organized, existing and in good standing under the laws of the State of California. The Team possesses full and adequate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted. The Team is or shall be duly qualified or licensed to conduct business as a foreign limited liability company in the State.

(b) NFL Consent; Team Authorization. Subject to obtaining written NFL approval of this Agreement, which approval or denial shall be obtained by the Team and provided in writing to the Authority within seven (7) days of the Effective Date, the Team has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery and performance of this Agreement by the Team have been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the authorizing resolutions has been delivered to the Authority. This Agreement has been duly executed and delivered by the Team. The individual executing and delivering this Agreement on behalf of the Team has all requisite power and authority to execute and deliver the same and to bind the Team hereunder.

(c) Binding Obligation and Enforcement. Subject to obtaining written NFL approval of this Agreement, which approval or denial shall be obtained by the Team and provided in writing to the Authority within seven (7) days of the Effective Date, assuming execution of this Agreement by the Authority, this Agreement constitutes legal, valid and binding obligations of the Team, enforceable against it in accordance with its terms.

(d) Governing Documents. Subject to obtaining written NFL approval of this Agreement, which approval or denial shall be obtained by the Team and provided in writing to the Authority within seven (7) days of the Effective Date, the execution, delivery and performance of

this Agreement by the Team does not and will not result in or cause a violation or breach of, or conflict with, any provision of its certificate of formation, bylaws or other governing documents, or the NFL Rules. A true, complete and correct copy of the NFL's Constitution, By-Laws and Game Operations Manual, in each case as in effect as of the Effective Date, shall be made available to the Authority.

(e) Law. The execution, delivery and performance of this Agreement by the Team does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to the Team or any of its properties or assets which will have a material adverse effect on the ability of the Team to perform and satisfy its obligations and duties hereunder.

(f) No Conflict; Contracts. Subject to obtaining written NFL approval of this Agreement, which approval or denial shall be obtained by the Team and provided in writing to the Authority within seven (7) days of the Effective Date, the execution, delivery and performance of this Agreement by the Team does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Team is a party or by which Team or any of its properties or assets are bound.

(g) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of the Team, threatened by any Person, against the Team or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs, or prospects of the Team, financially or otherwise, including ability of the Team to perform and satisfy its obligations and duties hereunder.

(h) Interference with Franchise/Corporate Existence. At all times during the Term, the Team shall own and maintain the NFL franchise pursuant to which it operates the Team.

Section 25.2 Representations and Warranties of the Authority. The Authority represents and warrants to the Team, as of the Effective Date (unless otherwise expressly provided herein), as follows:

(a) Organization. The Authority is a governmental entity, duly organized and existing under and by virtue of the provisions of the Act. The Authority possesses full and adequate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. The Authority has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery and performance of this Agreement by the Authority have been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the authorizing resolutions has been delivered to Team. This Agreement has been duly

executed and delivered by the Authority. The individuals executing and delivering this Agreement on behalf of the Authority have all requisite power and authority to execute and deliver the same and to bind the Authority hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by the Team, this Agreement constitutes legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with its terms.

(d) Governing Documents. The execution, delivery and performance of this Agreement by the Authority does not and will not result in or cause a violation or breach of, or conflict with, any provision of the Authority's governing documents or rules, policies or regulations applicable to the Authority.

(e) Law. The execution, delivery and performance of this Agreement by the Authority does not and will not result in or cause a violation or breach of, or conflict with, Applicable Laws applicable to the Authority or any of its properties or assets which will have a material adverse effect on the Authority's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by the Authority prior to the Effective Date have been taken or made.

(f) Contracts; No Conflict. The execution, delivery and performance of this Agreement by the Authority does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the Authority is a party or by which the Authority or any of its properties or assets are bound which will have a material adverse effect on the Authority's ability to perform and satisfy its obligations and duties hereunder.

(g) Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to Authority's knowledge, threatened by any Person, against the Authority or its assets or properties which if unfavorably determined against Authority would have a material adverse effect on the Authority's ability to perform and satisfy its obligations and duties hereunder.

(h) Other Agreements. There are no currently existing leases, licenses, contracts, agreements or other documents affecting the Stadium Site as of the Effective Date, or any portion thereof, which grant to any other tenant, licensee or user of the Stadium Site, or any portion thereof, any right that is inconsistent with, or conflicts in any manner with, any of the rights granted to Team under this Agreement, [*the Development Agreement or any Development Agreement Documents*].

ARTICLE 26

LIMITATION OF LIABILITY; INDEMNIFICATION; SPECIAL TEAM REMEDIES

Section 26.1 Limitation of Liability.

(a) Indirect, Special, Exemplary, or Consequential Damages. Neither Party will be liable for any indirect, special, exemplary, or consequential damages or Losses of any kind or

nature, including damages for loss of profits, business interruption, or loss of goodwill arising from or relating to this Agreement, even if such Party is expressly advised of the possibility of such damages, except in the case of gross negligence or willful misconduct; **provided, however**, that the foregoing is subject to the limits imposed by Applicable Law, will not apply to third Person claims asserted against an indemnified Party to this Agreement as provided in **Section 26.2** and **Section 26.3**. Neither Party's elected officials, appointed officials, board members, members, shareholders and other owners, directors, officers, employees, agents and attorneys or other representatives shall be personally liable for any obligations or other matters arising under this Agreement. Subject to Nevada Revised Statutes Section [_____], the foregoing limitations of liability and exclusion of certain damages will apply regardless of the failure of the essential purpose of any remedies available to either Party.

(b) Losses Associated with Untenantability Due to a Destruction Event. Absent gross negligence or willful misconduct in connection with the Authority's acts or omissions arising from its obligations hereunder in connection with an Untenantability Period due to a Destruction Event, the Authority shall have no liability to the Team for Losses for such Untenantability Period(s) due to a Destruction Event; **provided, however**, that (i) each Party reserves its right to recover from insurance policies that may provide coverage for Losses in connection with a Destruction Event or from third Persons for Losses arising out of an Untenantability Period due to a Destruction Event, and (ii) the provisions of this Agreement or the Development Agreement with respect to the Team's payment obligations (or abatement) hereunder or thereunder shall be unaffected by the foregoing Destruction Event and Untenantability Period.

(c) Team Stadium Contracts - Limitation of Liability for Third Party Contract Claims. If (i) the Team is a party to a contract related to the Stadium with a third Person, and (ii) such third Person asserts a claim against the Team arising out of the contract related to the Stadium due to an alleged act or omission of the Authority, then the Team or its Affiliates will have a claim of indemnification, contribution, or other cause of action against the Authority and the Authority shall indemnify and hold harmless the Team, including for attorneys fees, for any liability or damage resulting therefrom. The foregoing shall not affect the subrogation rights of insurers of either the Authority or the Team against the insurers of the other Party.

Section 26.2 Indemnification and Payment of Losses by Team. The Team shall indemnify, defend and hold harmless the Authority Indemnified Persons for, and shall pay to the Authority Indemnified Persons the amount of any Losses involving a third-party claim arising, directly or indirectly, from or in connection with:

(i) any material breach of any representation or warranty made by the Team in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Team to the Authority pursuant to this Agreement;

(ii) any material breach by the Team of any covenant or obligation of the Team in this Agreement;

(iii) any claim by any Person for Losses in connection with the violation by the Team of any material Applicable Laws;

(iv) any personal injury, bodily injury, death or property damage occurring in or about the Stadium, Stadium Infrastructure or Stadium Site resulting from the willful misconduct or reckless acts or omissions of the Team during Team Stadium Events;

(v) the willful or reckless acts or omissions of the Team arising out of Team use of the Team Year-Round Use Areas and Team Allocated Spaces; and

(vi) any Environmental Complaint regarding or relating in any way to the Stadium, Stadium Infrastructure or Stadium Site which is caused by or the result of any willful misconduct or reckless act or omission of the Team.

Notwithstanding the foregoing, this **Section 26.2** does not require the Team to indemnify and defend the Authority Indemnified Persons for Losses resulting from willful misconduct or reckless acts or omissions of the Authority or the Authority Indemnified Persons under this **Section 26.2**. If the Team fails to make any payment of any sums payable by the Team to the Authority Indemnified Persons on the date due, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of the “Wall Street Journal Prime Rate” published in the *Wall Street Journal*, (the “**Prime Rate**”) and the highest rate permitted by Applicable Law, payable from the date such payment was fixed and due to the date of payment thereof

Section 26.3 Indemnification and Payment of Losses by Authority. The Authority shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team and the Team Indemnified Persons the amount of any Losses involving a third-party claim arising, directly or indirectly, from or in connection with:

(i) any material breach of any representation or warranty made by the Authority in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Authority to the Team pursuant to this Agreement;

(ii) any material breach by the Authority of any covenant or obligation of the Authority in this Agreement;

(iii) any claim by any Person for Losses in connection with the violation by the Authority or the Authority Agents of any material Applicable Laws;

(iv) any personal injury, bodily injury, death or property damage occurring in or about the Stadium, Stadium Infrastructure or Stadium Site, other than (A) personal injury, bodily injury or death of players, coaches and Team staff directly caused by (1) the act of playing football during a Team Game, or (2) Team use of the Team Year-Round Use Areas and Team Allocated Spaces, and (B) personal injury, bodily injury, death or property damage resulting from the negligent, wrongful or willful act or omission of (1) any Person and its Agents exercising Broadcast Rights at the Stadium, Stadium Infrastructure or Stadium Site during a Team Stadium Event, or (2) any other NFL team playing in a Team Game at the Stadium as Team’s opponent or such NFL team’s Agents; and

(v) any Environmental Complaint regarding or relating in any way to the Stadium, Stadium Infrastructure or Stadium Site.

Notwithstanding the foregoing, this **Section 26.3** does not require the Authority to indemnify and defend the Team Indemnified Persons for Losses resulting from willful misconduct or reckless or grossly negligent acts or omissions of the Team or its Agents under this **Section 26.3**. If the Authority fails to make any payment of any sums payable by the Authority to the Team Indemnified Persons on the date due, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of the Prime Rate and the highest rate permitted by Applicable Law, payable from the date such payment was fixed and due to the date of payment thereof.

Section 26.4 **Special Team Rights and Remedies upon Authority Default**. In the event that the Authority is in material breach or otherwise in material default of any of the provisions of this Agreement, and such breach or default is uncured, the Team shall have, in addition to any other rights and remedies available to the Team under this Agreement (including pursuant to **Article 7**), the following rights and remedies:

(i) **Self-Help; Right of Setoff and Recoupment**. The Team shall have the right to perform, at the sole cost and expense of the Authority, any of the Authority's covenants, obligations or duties arising under this Agreement, and shall have the right to holdback, setoff and recoup any amounts owed to the Authority hereunder (including with respect to any Team Event-Day Expenses) to the extent of any costs and expenses incurred or to be incurred by the Team in connection with the performance of any of the Authority's covenants, obligations or duties hereunder;

(ii) **Liens**. To the extent allowed under Applicable Law, the Team shall have the right to file a lien on, and the right to enforce any lien against, any accounts of the Authority, including operating or reserve accounts and the Capital Projects Fund, for any obligations of the Authority under this Agreement which are paid by the Team upon an uncured material breach or material default by the Authority of this Agreement; and

(iii) **Authority's Obligations**. To the extent allowed under Applicable Law, the Team shall have the right to compel the Authority to utilize its resources in accordance with the Act to assure that the Authority will not impair its ability to perform and pay its obligations under this Agreement.

ARTICLE 27 TERMINATION; DEFAULT

Section 27.1 **No Other Basis for Termination**. Except as expressly set forth in this Agreement, there are no other circumstances in which a party may terminate this Agreement, except in the circumstances of fraud.

Section 27.2 **Basis for Termination**. This Agreement may be terminated at any time during the Term:

- (i) upon the mutual written agreement of the Parties;
- (ii) by the Team (A) upon the adjudication of the Authority as bankrupt, or the Authority suffering permanent or temporary court-appointed receivership of all or

substantially all of its property or assets, making a general assignment for the benefit of creditors or suffering the filing of a voluntary or involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate; (B) upon a failure by the Authority to pay any damage award or awards to the Team totaling more than One Million Dollars (\$1,000,000) in the aggregate pursuant to this Agreement as determined by a court of competent jurisdiction in a final non-appealable order within twelve (12) months after the date of such award or order; (C) upon a failure by the Authority to reimburse any Team Indemnified Persons for Losses incurred or suffered by them as required pursuant to **Article 26** (Indemnification) (as determined by a court of competent jurisdiction in a final non-appealable order) within twelve (12) months after the date of such order; (D) pursuant to **Article 28** (Damage or Destruction); (E) pursuant to **Article 31** (Eminent Domain) (F) [*upon the termination of the Development Agreement for any reason prior to the Commencement Date*], or (G) if the Commencement Date does not occur on or before _____, 20__ and (H) upon the Authority's material violation of any obligation under this Agreement.

(iii) by the Authority, subject at all times to **Section 23.3(n)** herein, upon (i) the adjudication of the Team as bankrupt, or Team suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, making a general assignment for the benefit of creditors or suffering the filing of a voluntary or involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate; (ii) a failure by the Team to pay any damage award or awards to Authority totaling more than One Million Dollars (\$1,000,000) in the aggregate pursuant to this Agreement as determined by a court of competent jurisdiction in a final non-appealable order, within twelve (12) months after the date of such award or order (a “**Team Event of Default**”); or (iii) a failure by the Team to reimburse any Authority Indemnified Persons for Losses incurred or suffered by them as required pursuant to Article 26 (as determined by a court of competent jurisdiction in a final non-appealable order) within twelve (12) months after the date of such order.

Section 27.3 Effect Of Termination; Survival.

(a) Effect of Termination. The termination or expiration of this Agreement shall not release or relieve any Party from any obligations or liabilities incurred prior to or as a result of such termination or expiration. No Party shall be entitled to recovery of any Losses (including lost revenues) arising or accruing after the date of any termination of this Agreement, unless such Losses occurs during the Term.

(b) Materials Provided Upon Termination. Upon any expiration or termination of this Agreement, regardless of whether such termination is based upon or constitutes an event of default, and regardless of whether such termination is by the Authority or the Team, the Team shall provide to the Authority a copy of all material contracts and agreements entered into by the Team with respect to the Stadium, Stadium Infrastructure, or Stadium Site, or any portion thereof.

(c) Nonpublic Data. Any financial information provided pursuant to this **Section 27.3** is confidential information and shall, as provided in Nevada Revised Statutes Section, be nonpublic data as defined in the [_____] (the “**Data Practices Act**”). The provisions of this **Section 27.3(c)** may be enforced by the Team against the Authority by such equitable remedies, including those remedies provided for in Article 7 , as the Team may elect and by such additional remedies as may be afforded to it under the Data Practices Act or other Applicable Law.

Section 27.4 Disputes Regarding Termination. In the event of a dispute regarding an event of termination identified in **Section 27.2**, notwithstanding anything to the contrary set forth in this Agreement, the prevailing Party in any such dispute will be entitled to payment by the non-prevailing Party of the prevailing Party’s expenses including court costs and reasonable attorneys’ fees, related to such proceeding or enforcement of any final order or other determination of a court of competent jurisdiction relating thereto.

Section 27.5 Survival. Notwithstanding any expiration or early termination of this Agreement, the following provisions of this Agreement shall survive any such expiration or termination of this Agreement: **Article 1** (including **Exhibit A**) (Definitions; Construction of Terms), **6** (Stadium Builder’s Licenses), **8** (Revenue Generally), **23** (Assignment; Leasehold Mortgages; Team Records) (excluding **23.5** (Business Office)), **26** (Limitation of Liability; Indemnification; Special Team Remedies), **27** (Termination; Default), **28** (Damage or Destruction), **30** (Insurance), and **32** (Miscellaneous), **5.4** (Costs Payable by the Authority for Operations), **5.6** (Team Stadium Event-Day Expenses), **5.7** (No Incremental Costs of Retractable Feature), **5.9** (Real Estate or Personal Property Taxes), **5.11** (Tax Compliance), **5.12** (Team’s Ownership of Certain Property and Rights to Depreciation), **12.2** (Concessions Revenue Allocation), **12.4(b)** (Concessionaire General Manager) (last sentence), **12.10** (Team Intended Third Party Beneficiary Status), **13.1** (Team Merchandising Revenue), **15.2** (Team Ownership of Broadcast Rights), **16.3** (Revenue from Communication Systems), **17.4** (Team and NFL Rights after Termination of the Agreement), **17.5** (Authority Rights after Termination of the Agreement), **17.6** (Wind-Down and Transition for Use of Authority IP), **31.2** (Termination for Condemnation or Untenantability), **31.3** (Allocation of Award), and **31.5** (Temporary Taking).

ARTICLE 28 DAMAGE OR DESTRUCTION

Section 28.1 Damage or Destruction of Stadium. If the Stadium or Stadium Infrastructure, or any portion of the Stadium or Stadium Infrastructure, is damaged or destroyed or otherwise is in a condition such that it does not meet the Expected Facility Standard as a result of any cause, thing or matter whatsoever (including any Force Majeure event or any act or omission of the Authority or Team) which results in an Untenantability Period (a “**Destruction Event**”), then the Authority shall promptly, diligently and expeditiously have the Stadium or Stadium Infrastructure repaired and restored to bring the Stadium and Stadium Infrastructure up to the Expected Facility Standard (the “**Casualty Repair Work**”) as soon as reasonably possible at the Authority’s cost and expense; **provided, however**, that the Team acknowledges that the Stadium and Stadium Infrastructure shall not be deemed to be less than the Expected Facility Standard solely by reason of ordinary wear and tear or the existence of superior facilities elsewhere, unless such wear and tear is materially greater than, or such superior facilities are, comparable NFL facilities of similar design and age. Notwithstanding the foregoing, if, with respect to a Destruction

Event that occurs during the Term, for any reason, it is reasonably projected in writing by the Market Professional to take the Authority longer than the Restoration Period to bring the Stadium and Stadium Infrastructure to the Expected Facility Standard, then Team shall have the right to immediately terminate this Agreement by delivering notice thereof to the Authority within the period beginning on the day Team is notified in writing of such determination of the Market Professional and ending one hundred eighty (180) days after the day Team is notified in writing of such determination of the Market Professional. Notwithstanding anything to the contrary set forth in this Agreement, (i) in the event that a Destruction Event occurs on a date that is within a NFL Season, the Authority shall use expedited efforts, including the use of overtime and premium work, to bring the Stadium and Stadium Infrastructure to the Expected Facility Standard as required hereunder on or prior to the July 15 immediately prior to the commencement of the third Team NFL Season following such Destruction Event.

Section 28.2 Notice Procedures. Upon the occurrence of a Destruction Event, the Authority shall notify Team in writing of the occurrence of such Destruction Event (and all known details related thereto) promptly, but in any event no later than five (5) Business Days following such occurrence, and the Authority and Team shall use commercially reasonable efforts to promptly contract with a mutually agreeable independent construction professional experienced in design and construction of similar facilities (such individual who is ultimately selected, the “**Market Professional**”). The Market Professional shall inspect the Stadium or portions thereof affected by the Destruction Event and provide to Team and the Authority a reasonable, good faith projection of the time required to rebuild, repair and restore the Stadium to the Expected Facility Standard. The costs and expenses of the Market Professional shall be borne by the Authority. The contract with the Market Professional shall provide, among other things, that (i) the Market Professional shall provide to Team and the Authority its good faith projection of the time required to rebuild, repair and restore the Stadium as promptly as practicable, but in no event more than thirty (30) days following its selection as the Market Professional, (ii) all written work product of the Market Professional or other reports, documents, materials or other written information or communications provided by the Market Professional to any Party shall be provided to all Parties at approximately the same time and in the same manner, (iii) each of the Parties shall ensure that all reports, documents, materials or other written information or communications provided by such Party to the Market Professional shall be provided to the other Party at approximately the same time and in the same manner, and (iv) all oral communications by or to the Market Professional with respect to the services contemplated to be provided by this Section 28.2 shall be made in the presence of at least one representative of the Team, on the one hand, and at least one representative of the Authority, on the other hand.

Section 28.3 Assistance. The Authority shall make all reasonable efforts to assist the Team to obtain an alternate site for Team Games upon the occurrence of a Destruction Event.

Section 28.4 Insurance Proceeds.

(a) Requirements for Disbursement. Insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Stadium or Stadium Infrastructure (herein sometimes referred to as the “**Insurance Proceeds**”) shall be paid to the Authority, as restoring party, from time to time as such Casualty Repair Work progresses. Insurance Proceeds paid or disbursed to the Authority shall be held by the Authority or a third party financial institution in accordance with

Section 23.3(n) in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by the Authority to such Casualty Repair Work or otherwise in accordance with the terms of this **Section 28.4**. The Authority shall from time to time as requested by the Team, its Affiliates, or any Leasehold Mortgagee provide an accounting to such other party of the Insurance Proceeds in detail and format reasonably satisfactory to such other party.

(b) Disbursements of Excess Proceeds. If the Insurance Proceeds (and other funds, if any) received by the Authority shall exceed the entire cost of the Casualty Repair Work, the Authority shall deposit the amount of any such excess proceeds into the Capital Projects Fund and thereupon such proceeds shall constitute part of the Capital Projects Fund.

(c) Application of Insurance Proceeds.

(i) Stadium Use Agreement Terminated. In the event this Agreement shall be terminated following a Destruction Event, Insurance proceeds, if any, payable to the Authority in respect of such Destruction Event shall be held in accordance with **Section 23.3(m)** herein. The Insurance Proceeds shall be payable in the following order of priority: (i) first, to the Authority for the payment of the costs to perform any required demolition work and to remediate any hazards caused by such Destruction Event, and (ii) to fund payment of refunds due to SBL licensees, and (iii) third, shared among each of the Team and the Authority in the same proportion as amounts contributed by such entity with respect to the Authority Contribution [*as defined in the Development Agreement*], the Team/Private Contribution and Privately Financed Enhancements (as defined in the Development Agreement) (collectively, the “**Project Contributions**”) in the same proportion as amounts contributed by such entity bears to the total Project Contributions; **provided**, that any Leasehold Mortgagee providing funding for all or any portion of the Private Contribution shall be entitled to any amount allocable to the [Authority] [Team] in respect of the Private Contribution to the extent of the unpaid amount of the indebtedness secured by the related Leasehold Mortgage incurred to fund such Private Contribution. [*All capitalized terms used but not defined in this Section 28.4(c)(i) shall have the meanings assigned to them in the Development Agreement.*]

(ii) Stadium Use Agreement Not Terminated. In the event this Agreement is not terminated following a Destruction Event, Insurance Proceeds, if any, shall be payable in the following order of priority: (i) first, to the Authority to hold and use the Insurance Proceeds as fiduciary for the insureds consistent with their interests in connection with the performance of the Casualty Repair Work, and (ii) second, to the Authority, as restoring party, to be deposited into the Capital Projects Fund and, thereupon, such proceeds shall constitute part of the Capital Projects Fund.

ARTICLE 29 FORCE MAJEURE

If the failure of a Party to act or omit to act under this Agreement, other than the payment of monies, is due to an event of Force Majeure, such Party shall be (i) granted relief hereunder by an extension of time to perform as set forth herein if such Force Majeure has delayed, but not prevented, a Party’s act or omission hereunder, or (ii) excused from performance of the act or

omission if the occurrence of Force Majeure has prevented performance of the act or omission in accordance herewith. A Party claiming an excuse of performance due to an event of Force Majeure shall give prompt notice following such event to the other Party that there shall be a delay of performance due to such event of Force Majeure and shall promptly act or omit to act to mitigate the effect of such event. The extension of time for performance resulting from such a Force Majeure event shall be limited to the reasonable time period of delay arising from such Force Majeure event, which period shall be deemed to commence from the first date of the Force Majeure event; **provided, however**, that if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the Force Majeure event, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the Parties. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure any breach under this Agreement. If the Force Majeure event results in a Destruction Event, the provisions of **Article 28** shall cover the Parties' conduct under this Agreement.

ARTICLE 30 INSURANCE

Section 30.1 The Authority's Insurance Requirements. The Authority shall purchase and maintain at its own cost and expense, commencing no later than the Commencement Date and continuing through the end of the Term, the following insurance coverage:

(i) Commercial General Liability insurance, Broad Form, including premises, operations, products and completed operations and contractual liability, personal injury and advertising liability coverage, in the amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury, personal injury and property damage, covering the Authority's obligations and liabilities under this Agreement and Host Liquor Liability insurance. Such policy will be written on an occurrence basis.

(ii) Comprehensive Automobile Liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident combined single limit, for bodily injury and property damage, for all owned, non-owned and hired vehicles. Such policy will be written on an occurrence basis.

(iii) Umbrella (Excess) Liability insurance in the amount of Fifty Million Dollars (\$50,000,000) each occurrence and aggregate limit, for bodily injury, personal injury and property damage and providing excess limits over the primary policies required pursuant to **Section 30.1(i)**, **Section 30.1(ii)**, and the Employer's Liability insurance required pursuant to **Section 30.1(iv)**. Such policy will be written on an occurrence basis.

(iv) Workers Compensation insurance, including statutory coverage as required by the [*Nevada State Workers Compensation Applicable Law*] and any other Applicable Law, and Employer's Liability coverage in the amount of One Million Dollars (\$1,000,000) each person, accident or disease.

(v) Property insurance, including coverage for sewer backup, pollution cleanup, utility interruption, flood, fire, collapse and all other perils, with no co-insurance provision, covered by an all risk insurance policy (with standard named peril exclusions), as well as time element coverage of full business interruption, loss of rents and extra expense on the Stadium. Coverage shall be written (A) on a full replacement cost basis (initially in an amount of not less than Seven Hundred Fifty Million Dollars (\$750,000,000), with a deductible of no more than Five Hundred Thousand Dollars (\$500,000)), and (B) twelve (12) months for full business interruption, loss of rents and extra expense on the Stadium in an amount not less than Thirty Million Dollars (\$30,000,000). Earthquake coverage shall also be included up to amounts dictated by availability, **provided** that any sub-limits for earthquake insurance are subject to Team's prior Consent. For purposes of valuation of replacement cost, the Authority shall, at its sole cost and expense, have a cost appraisal completed by an independent appraisal firm mutually agreeable to Team and the Authority for the Stadium three (3) years after the commencement date of coverage and every three (3) years thereafter, and the coverages shall be adjusted accordingly.

(vi) Boiler and Machinery and equipment breakdown coverage, on a replacement cost basis, in an amount equal to the full replacement cost thereof, with a deductible of no more than One Hundred Thousand Dollars (\$100,000), including business interruption, extra expense and soft cost coverage for claims arising out of the perils insured by the Boiler and Machinery and equipment breakdown policy at limits equivalent to the Authority's loss of revenue for a period of 365 days from the insured event under the Boiler and Machinery and equipment breakdown policy. The Boiler and Machinery and equipment breakdown policy may be placed with the same carrier, or on the same policy form, as the all-risk property coverage. Garage Keepers Legal Liability excess insurance coverage in the amount of Ten Million Dollars (\$10,000,000) per occurrence in excess of the Garage Keepers Legal Liability coverage maintained by the vendor or contractor operating the Team Parking Spaces on Team Stadium Event days. The Authority shall cause the respective vendors or contractors operating the Team Parking Spaces on Team Event days to maintain Garage Keepers Legal Liability insurance coverage in an amount of not less than Four Million Dollars (\$4,000,000), and to provide such certificates of insurance.

(vii) Pollution Liability and Environment Site Liability insurance coverage in the amount of Six Million Dollars (\$6,000,000) aggregate, which shall include appropriate off-site coverage.

(viii) Terrorism coverage shall be required for all insurance policies required in this **Section 30.1**. The Authority shall review annually the cost of purchasing a stand-alone terrorism insurance policy insuring all of the insurance policies required in this **Section 30.1** versus the aggregated cost of purchasing individual terrorism coverages within each of the insurance policies required by this **Section 30.1; provided, however**, in all cases, all of the Authority's contracts and the Stadium Site, as well as the associated income stream, shall be protected from terrorism losses.

Section 30.2 Team's Insurance Requirements. The Team shall purchase and maintain at its own cost and expense, commencing no later than the Operating Commencement Date and continuing through the end of the Term, the following insurance coverage:

(i) Commercial General Liability insurance, Broad Form, including premises, operations, products, completed operations and contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, covering Team's obligations and liabilities under this Agreement.

(ii) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident combined single limit, for bodily injury and property damage, for all owned, non-owned and hired vehicles.

(iii) Umbrella (Excess) Liability insurance in the amount of Twenty-Five Million Dollars (\$25,000,000) each occurrence and aggregate limit, for bodily injury, personal injury and property damage and providing excess limits over the primary policies required pursuant to Section 30.2(i), Section 30.2(ii) and the Employer's Liability insurance required pursuant to Section 30.1(iv). Such policy is to be written on an occurrence basis.

(iv) Workers Compensation insurance, including statutory coverage as required by the [*Nevada State Workers Compensation Applicable Law*] and any other Applicable Law, and Employer's Liability coverage in the amount of One Million Dollars (\$1,000,000) each accident or disease.

(v) Terrorism coverage shall be a covered exposure in all policies required pursuant to this Section 30.2.

Section 30.3 General Insurance Requirements.

(a) Standard of Insurance Policy. All insurance policies required to be procured under this Agreement shall be effected under valid policies issued by insurers which have an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "X" (or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by this Agreement, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time); **provided**, that the Authority and the Team may utilize insurers with lower Alfred M. Best Company, Inc. ratings with the prior written Consent of the other Party.

(b) Blanket Waivers. Each and every policy, other than the fixed site pollution policy, required to be carried hereunder shall provide for blanket waivers of subrogation by endorsement or other means if required by contract. These waivers of subrogation shall be in favor of the other Party.

(c) Notice of Cancellation Requirements. All insurance policies required to be maintained by either Party pursuant to this Agreement shall contain (and any certificate evidencing the existence of such insurance policy shall certify) a provision stating that such policies may not be canceled, not renewed, modified or have any coverages or limits reduced (including any detrimental material change in coverage or change in the named insured) unless the other Party shall have received written notice of cancellation, non-renewal, or material reduction in coverage, in each case (except for notice of cancellation due to non-payment of premiums) such written notice to be sent to the other Party not less than thirty (30) days (or the maximum period of days permitted under Applicable Law, if less than thirty (30) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the written notice shall be sent to the other Party on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

(d) Additional Insureds. Other than worker's compensation/employer's liability, all insurance policies required under this Agreement, including **Section 30.3**, to be maintained by the Authority shall name the Team and its Affiliates, any Naming Rights Sponsors, Leasehold Mortgagees, and their respective shareholders, members, owners, officers, directors, employees, representatives and agents as additional insureds or loss payees, as applicable, and shall also name any other sponsor of the Team identified by the Team to the Authority as additional insureds, **provided** that such sponsor (other than a Naming Rights Sponsor) may be added at no cost or the cost is paid by the Team or the sponsor. In each instance in which the Authority is named as an additional insured in an insurance policy maintained by a Concessionaire, the Authority shall cause the Team and its Affiliates, any Naming Rights Sponsors, Leasehold Mortgagees, and their respective shareholders, members, owners, officers, directors, employees, representatives and agents to be named as additional insureds or loss payees, as applicable and as their interests shall appear. All insurance policies under this Agreement, including **Section 30.3**, to be maintained by the Team shall name the Authority and its board members, officers, directors, employees, representatives and agents as additional insureds, as applicable and as their interests shall appear. The insurance afforded to additional insureds hereunder shall be primary insurance and, in the event the additional insureds maintain other insurance that is applicable to the loss, it will be on an excess or contingent basis.

(e) Evidence of Insurance. Each Party shall furnish to the other, on or before the Commencement Date, certificates issued by insurance companies evidencing that the insurance required of such Party under this Agreement is in full force and effect. If either Party fails to procure and maintain any such insurance or provide any certificates of insurance required pursuant to this Agreement, the other Party may (A) procure and maintain the insurance or such certificates and (B) recover from such failing Party the cost thereof and associated therewith, together with interest at the rates contemplated in **Sections 26.1 and 26.2**, respectively.

(f) Periodic Review of Coverage. Subject to **Section 30.1(iii)** and the last sentence of **Section 30.1(v)** which shall govern and control with respect to the setting of insurance limits related thereto, Team and the Authority shall jointly review applicable coverages every three (3) years, and shall mutually agree upon appropriate coverages, limits and deductibles, and all such coverages, limits and deductibles shall be at commercially reasonable levels. If the Parties cannot

agree on such coverage, the amount of such coverage shall be increased every three (3) years to reflect the change in the Consumer Price Index For All Urban Customers, U.S. City Average, West Urban (All Items), as published by the U.S. Department of Labor, or if that index ceases to be published, another index which most closely approximates such index. If, because of disruptive events affecting the insurance market, the premium cost for one or more levels of coverage required to be maintained by the Team or the Authority pursuant to this **Article 30** has become commercially unreasonable or such coverage is otherwise not commercially available, then Team and the Authority, as the case may be, shall be permitted to maintain similar coverages, limits and deductibles as may be available at commercially reasonable costs, but in all events, shall maintain coverages, limits and deductibles that are substantially similar to such coverages, limits and deductibles carried by (i) with respect to Team, other NFL teams, and (ii) with respect to Authority, owners or operators of (or any such other Persons who may be contractually required to maintain all insurance coverages with respect to) other stadiums in which NFL teams regularly play their home games. In the event that the Team or the Authority asserts that the premium cost for one or more levels of coverage has become commercially unreasonable or otherwise not commercially available as contemplated in the preceding sentence, then the asserting Party shall have the burden of proof with respect to the fact that such coverage is commercially unreasonable, and that the coverages, limits and deductibles that such Party proposes to maintain are substantially similar to such coverages, limits and deductibles of the Persons set forth in clause (i) or clause (ii), as applicable. In the event that the Team or the Authority asserts that it should be permitted to modify its coverages, limits or deductibles as contemplated in the preceding two sentences, then such Party shall provide notice to the other no less than thirty (30) days prior to such time as such Party proposes to modify such coverages, limits or deductibles.

ARTICLE 31

POSSESSION OF AND TITLE TO REAL PROPERTY; EMINENT DOMAIN

Section 31.1 Possession of and Title to Real Property. The Authority holds or will hold by not later than the Commencement Date (i) good and marketable fee title to each property owned by the Authority, and (ii) valid and enforceable leases, licenses, and easements over any and all portions of the Stadium Site, in each case, free and clear of all encumbrances other than the Permitted Encumbrances and Permitted Easements. If any title defect shall materially diminish, impair or disturb the rights of the Team under this Agreement with respect to the Stadium and Stadium Infrastructure, the Authority shall take commercially reasonable actions, at its sole cost and expense, to promptly eliminate such title defect. The Parties agree that a Permitted Encumbrance shall not constitute a title defect. Except as expressly permitted under this Agreement and except for Permitted Encumbrances, the Authority shall not create any lien, encumbrance, easement, license, right-of-way, covenant, condition or restriction that would (i) encumber the Stadium and Stadium Infrastructure and (ii) materially diminish, impair or disturb the rights of the Team under this Agreement.

Section 31.2 Termination for Condemnation or Untenantability.

(a) Termination for Condemnation. In the event that a Condemnation with respect to any material part of the Stadium, Stadium Infrastructure or Stadium Site shall occur, this Agreement shall terminate (except as hereinafter provided below) on the date on which possession is required to be delivered to the condemning authority. As used herein, “material part” shall mean

(i) any of the Stadium, Stadium Infrastructure or Stadium Site that causes the Team to become unable to make use of the Stadium for its intended operations or (ii) results in a material loss of revenue (for example, including, but not limited to, (A) a reduction by five percent (5%) or more in the number of seats available in the Stadium, (B) loss of five percent (5%) or more of the Plaza, concourse areas or parking, or any part of the area between the Stadium and a public street or highway, Condemnation of which would cause insufficient access to the Stadium) for which the Team does not receive reimbursement or replacement of such loss by the Authority or another Person, or (iii) results in a loss of more than three (3) acres of land of the Stadium Site and the Authority fails to acquire within three (3) months of the Condemnation a substitute parcel of land with substantially the same acreage abutting the Stadium Site for inclusion in the Stadium Site. The Team may elect, in its sole discretion, not to treat any of the foregoing as a “material part” of the Stadium, in which event this Agreement shall not terminate. If this Agreement terminates pursuant to the provisions of this Section, all rights, obligations and liabilities of the Parties shall end as of the effective date of such termination, without prejudice to any rights that have accrued prior to such termination.

(b) Termination for Untenantability. In the event that an Untenantability Period exceeds a period of (i) in the case of a Destruction Event, for a period longer than the Restoration Period, and (ii) in the case of an event of Force Majeure, other than a Destruction Event, a period longer than one (1) full NFL Season following the first date of the Untenantability Period, then the Team shall have the right to terminate this Agreement by delivering written notice thereof to the Authority. If this Agreement terminates pursuant to the provisions of this Section, all rights, obligations and liabilities of the Parties shall end as of the effective date of such termination, without prejudice to any rights that have accrued prior to such termination.

Section 31.3 Allocation of Award. If this Agreement is terminated pursuant to **Section 31.2**, then the proceeds of any Condemnation award payable to the Authority shall be shared between the Authority (on behalf of the Governmental Authorities funding it) and the Team, in the same proportion as the Authority Contribution and the Team/Private Contribution (as such terms are defined in the Development Agreement) (on behalf of any Leasehold Mortgagee funding all or a portion of the Team/Private Contribution). The Team shall also have the right to make separate claims for its leasehold improvements, furniture, fixtures and equipment and for its relocation expenses.

Section 31.4 Performance of Work. If there shall be a Condemnation and this Agreement does not terminate as a result thereof, and if commercially reasonable, the amount of any award for or on account of any Condemnation shall be used to pay for the performance of any and all work necessary to restore the Stadium and Stadium Infrastructure to a complete architectural unit suitable for the Team’s use, which work the Authority shall cause to be performed in as expeditious a manner as possible.

Section 31.5 Temporary Taking. This Agreement shall not terminate by reason of a temporary taking of the Stadium or Stadium Infrastructure, or any portion thereof, for public use, except as provided in this **Section 31.5**. In the event of such a temporary taking, the rights and obligations of the Parties under this Agreement shall continue in full force and effect, except that:

(i) any award for such temporary taking or relocation benefits shall be paid to the Team;

(ii) upon the termination of such temporary taking, (i) the Authority shall use commercially reasonable efforts to restore the Stadium and Stadium Infrastructure (other than the Team Year-Round Use Areas and Team Allocated Spaces) to a state equivalent to that which the Stadium and Stadium Infrastructure (other than the Team Year-Round Use Areas and Team Allocated Spaces) were in immediately prior to such temporary taking, and (ii) the Team shall use its commercially reasonable efforts to restore the Team Year-Round Use Areas and Team Allocated Spaces to a state equivalent to that which the Team Year-Round Use Areas and Team Allocated Spaces were in immediately prior to such temporary taking;

(iii) during any period of a temporary taking that creates an Untenantability Period (or such longer period as is reasonably necessary to allow the Team to make suitable alternate arrangements), the Team shall be entitled to make arrangements for an alternate site for Team Games; and

(iv) notwithstanding the foregoing, the Team shall have the right to terminate this Agreement as of the end of any NFL Season if the remaining period of such temporary taking (A) will be for period of more than two (2) NFL Seasons following the date of the termination, as evidenced by the issuance of any written statement by a duly authorized official of the condemning authority to the effect that such temporary taking will be for such period of time and (B) will result in a material loss of revenue for which the Team does not receive reimbursement of such loss by the Authority or another Person.

**ARTICLE 32
MISCELLANEOUS**

Section 32.1 Notices.

(a) Form of Notices; Addresses. All notices, requests, Consents, approvals or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this **Section 32.1(a)**):

To the Authority: Clark County Stadium Authority

Attn.: _____
Attn.: _____

with a copy to:

Attn.: _____

To the Team:

Attn.: _____

with copies to:

Attn.: _____

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective Party, as provided in this **Section 32.1(a)**, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) Business Days (e.g., requests for Consent or approval when the Person whose Consent or approval is sought has one (1) Business Day to respond in the granting or denying of such Consent or approval), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 32.2 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties.

Section 32.3 Waivers. The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 32.4 Counterparts. This Agreement 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 (such as a pdf) of any Party shall be considered to have the same binding effect as an original signature.

Section 32.5 Remedies Cumulative. Subject to any terms to the contrary set forth in this Agreement, all rights and remedies which may be pursued at law, in equity, or as otherwise set forth in this Agreement, are cumulative. Nothing shall limit any Party's right to pursue rights and remedies at law or in equity, unless specifically set forth in and limited by this Agreement. A Party's exercise of any such rights or remedies shall not prevent the concurrent or subsequent exercise of any other right or remedy, and shall not preclude or waive the right to use any other remedy.

Section 32.6 Knowledge. The term "knowledge" or words of similar import shall mean the actual knowledge after reasonable inquiry of the officers or key employees of any Party with

respect to the matter in question as to the date with respect to which such representation or warranty is made.

Section 32.7 Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this Agreement is the language chosen by the parties to express their mutual intent, and that no rule of strict construction is to be applied against any Party.

Section 32.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, board members, Agents, successors and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right.

Section 32.9 Entire Understanding. This Agreement, the Development Agreement and the other related agreements set forth the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby and supersede any and all prior agreements, arrangements and understandings among the parties relating to the subject matter hereof, and any and all such prior agreements, arrangements and understandings shall not be used or relied upon in any manner as parol evidence or otherwise as an aid to interpreting this Agreement.

Section 32.10 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal Applicable Laws of the State without giving effect to the principles of conflicts of law thereof.

Section 32.11 Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the formation, breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be exclusively determined by arbitration in Las Vegas, Nevada, or any other location agreed to by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. For any dispute involving a claim or counterclaim of up to by not more than \$5,000,000, the arbitration shall be before on arbitrator. The arbitrator must be:

1. A retired federal court or state District Court or appellate court judge who served as judge in Nevada; or
2. A lawyer with at least 15 years of active practice in a commercial litigation.

For any dispute involving a claim or counterclaim of more than \$5,000,000, the arbitration shall be before on a three arbitrator panel, within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall

be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. The Chair shall be

1. A lawyer with at least 15 years of active practice in a commercial litigation; or
2. A retired federal court or state District Court or appellate court judge who served as judge in Nevada.

The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. Discovery shall be permitted in the arbitration in accordance with the Federal Rules of Civil Procedure. The arbitrator(s) shall issue a reasoned award. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. Except as otherwise provided herein, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Section 32.12 Release. If requested by the Team or upon termination of this Agreement, the Authority shall execute and deliver a written cancellation or termination of this Agreement in proper form for recording to the extent such release is appropriate under the provisions hereof

Section 32.13 Time Is of the Essence. The times for performance provided in this Agreement are essential due to the obligations and expenditures of the parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other parties in reliance thereon.

Section 32.14 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This **Section 32.14** shall not be construed or implemented in a manner that substantially deprives any Party of the overall benefit of its bargain under this Agreement.

Section 32.15 Relationship of the Parties. The Team and the Authority are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

Section 32.16 Additional Documents and Approval. A Party, upon reasonable request of the other Party, shall execute and deliver, or cause to be executed and delivered, any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

Section 32.17 Recording of the Use Agreement. This Agreement shall not be recorded, but at the request of any Party, the Parties shall promptly execute, acknowledge and deliver to each other a memorandum of use agreement in the form of **Exhibit I** (and a memorandum of modification of use agreement in respect of any modification of this Agreement) sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement.

Section 32.18 Quiet Enjoyment. If and so long as the Team shall comply with all of the covenants, conditions and provisions of this Agreement on the Team's part to be observed and performed hereunder, the Team shall, to the extent provided in this Agreement, peaceably and quietly have, hold and enjoy the Stadium and Stadium Infrastructure (excepting the Authority's offices) for the Term, without hindrance or interruption by the Authority or any Person lawfully claiming the Stadium or Stadium Infrastructure.

Section 32.19 Estoppel Certificate. Each of the Parties agrees that within fourteen (14) Business Days after receipt of a written request by any other Party, the Authority or the Team, as the case may be, shall execute, acknowledge and deliver to the requesting Party a statement in writing certifying: (i) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (ii) that the Authority or the Team, as the case may be, is not, to the knowledge of the Authority or the Team, as case may be, in default under any provisions of this Agreement or, if there has been a default, the nature of such default; and (iii) that all work with respect to the Stadium and Stadium Infrastructure to be performed by the Authority or the Team, as the case may be, under this Agreement or any related agreement [(e.g., *the Development Agreement*)] has been performed, or if not so performed, specifying the work to be performed.

Section 32.20 No Personal Liability to Representatives and Owners. No owner, member, officer, director, manager, employee, agent, appointee, representative or other individual acting in any capacity on behalf of either of the Parties or their Affiliates shall have any personal liability or obligations under, pursuant to, or with respect to this Agreement for any reason whatsoever.

Section 32.21 License Coupled With An Interest. This Agreement, and the Team's rights to use and possess the Stadium, the Stadium Infrastructure, and the Stadium Site pursuant to this Agreement, each constitute a license coupled with an interest in the Stadium, Stadium Infrastructure, and Stadium Site, and the Authority and the Team intend that such license and interest be non-revocable; assignable, in accordance with and subject to the terms of this Agreement; and constitute an interest in real estate that runs with title to the Stadium, Stadium Infrastructure, and Stadium Site, and inures to the benefit of and is binding upon the Authority, the Team and their respective successors in title and assigns. This Agreement prohibits the Authority's conveyance of or other voluntary transfer of title to all or any part of the Stadium, Stadium Infrastructure, and Stadium Site unless the grantee or transferee acknowledges and agrees

in the instrument of conveyance or transfer or in a separate instrument executed, delivered, and recorded contemporaneously with the instrument of conveyance or transfer that the grantee or transferee is acquiring its interest in the Stadium, Stadium Infrastructure, and Stadium Site (or any portion thereof) subject to the terms of this Agreement and that the grantee or transferee is subject to and benefitted by the rights and obligations of the Team under this Agreement and benefitted by and obligated for the performance of the Authority's rights and obligations under this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized officers as of the date first above written.

TEAM:

_____, a

By: _____

Name: _____

Title: _____

AUTHORITY:

CLARK COUNTY STADIUM AUTHORITY,
a public body and political subdivision of the
Clark County, Nevada

By: _____

Name: _____

Title: _____

EXHIBIT A

DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement:

“**Act**” shall mean [the 2016 Southern Nevada Tourism Act], as enacted or hereafter amended or supplemented, and including any successor law, providing for, among other things, the construction, financing, operation, and long-term use of a multi-purpose stadium and related infrastructure as a venue for an NFL team in Clark County and a broad range of other civic, community, athletic, educational, cultural, and commercial activities in the City.

“**Additional Sponsorship Areas**” shall have the meaning set forth in Section 18.7.

“**Additional Team Event**” shall mean events held or scheduled each year under terms and conditions agreed to by the Authority in addition to Team Events.

“**Advertising**” shall mean, including all derivatives of the word advertising (such as “advertise”), collectively, all advertising, marketing, sponsorship, and similar promotional activity for products, services, ideas, activities, Persons, or any other thing, including such activity displayed, published, broadcast, or shown on, in, or through (i) commercials, messages, announcements, advertisements, and displays of every kind and nature, whether now existing or developed in the future, (ii) permanent, non-permanent, and transitory Signage, including electronic insertion and other virtual or projected images, (iii) permanent or non-permanent panels or on structures, fixtures, or equipment (such as on a scoreboard, message board, or a canopy), (iv) audio or video public address systems, (v) event programs, (vi) schedules, admission tickets, and yearbooks, (vii) print, display, electronic, and other media now existing or hereafter developed, (viii) display items worn, affixed upon, or carried by Concessionaires or other Stadium-related personnel engaged in the operation of any Stadium Event, (ix) Trademarks, names, slogans or other similar matter affixed upon or included with merchandise items, (x) promotional sampling and other hand-outs, (xi) special privileges and admissions, and (xii) the exercise of Broadcast Rights (television, radio and other mediums included in such rights, now existing or hereafter developed), and in the case of any Advertising with or without the exchange of consideration. However, Advertising shall not relate to any activity that would (i) be a violation of Applicable Laws, (ii) be reasonably deemed to promote violence, (iii) expressly encourage illegal activity or the use of tobacco by minors, (iv) relate to any illicit drugs or any disreputable sexually oriented business or enterprise, (v) contain an overt political message or reference, or (vi) relate to any firearms or tobacco company.

“**Advertising Rights**” shall mean, subject to the provisions of this Agreement, the right to Advertise and includes the right to sell, grant, or license (and/or sublicense, if allowed to a Party hereunder) to other Persons the right to exclusively or non-exclusively Advertise. Advertising Rights, when granted under this Agreement, are subject to any and all superior rights granted to a Party hereunder, including any exclusive right to (i) exercise a right hereunder, (ii) engage in certain activities, and/or (iii) grant certain exclusive and/or non-exclusive rights to others. For the avoidance of doubt, Advertising Rights are subject to the specific requirements set forth in this

Agreement related to Signage Rights, Naming Rights, Entitlement Rights, or Future Marketing Rights.

“**Affiliate**” shall mean, with respect to a specified Person, any other Person that directly or indirectly, through one or more intermediaries Controls, is Controlled by, or is under common Control with the Person specified. For purposes of this definition, the terms “Controls,” “Controlled by,” or “under common Control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

“**Agent**” shall mean, with respect to any Person, such Person’s owners, directors, officers, employees, representatives, agents and attorneys.

“**Agreement**” shall have the meaning set forth in the Preamble.

“**Annual Suites**” shall have the meaning set forth in **Section 10.1(a)**.

“**Applicable Law**” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and Orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement.

“**Architecture Image**” shall have the meaning set forth in **Section 11.3(f)(i)**.

“**Assign**” or “**Assignment**” shall have the meaning set forth in **Section 23.1(a)**.

“**ATM Machines**” shall have the meaning set forth in **Article 22**.

“**Authority**” shall have the meaning set forth in the Preamble.

“**Authority Events**” shall mean any and all events or activities of any kind organized or put on by the Authority that are not Team Stadium Events.

“**Authority Image**” shall have the meaning set forth in **Section 11.3(f)(ii)**.

“**Authority Indemnified Persons**” shall mean shall mean the Authority and its elected officials, appointed officials, board members, and Agents.

“**Authority IP**” shall have the meaning set forth in **Section 17.1(a)**.

“**Authority Mark**” shall have the meaning set forth in **Section 17.1(f)(i)**.

“**Authority Online Identifier**” shall have the meaning set forth in **Section 17.1(f)(ii)**.

“**Authority Trademark**” shall have the meaning set forth in **Section 17.1(f)(iii)**.

“**Blackout Event**” and “**Blackout Events**” shall have the meaning set forth in **Section 10.2(c)**.

”**Blackout Requirement**” shall mean a requirement of a third Person promoting an Authority Event that some or all of the Suites be available to the promoter for use or sale (and not the Suite licensee) before, during and after the Authority Event being promoted.

“**Broadcast Rights**” shall mean all rights, licenses, and authorizations to film, record, produce or otherwise fix in a tangible medium and to transmit, reproduce, broadcast or otherwise distribute or disseminate any and all pictures, images, sounds, descriptions or other accounts of any of the activities associated with, related to or otherwise connected in any way with any Team Stadium Events via any and all media or distribution platforms, whether now known or hereafter developed, including radio and television broadcasts of Team Stadium Events via commercial televisions, noncommercial televisions (by over-the-air, cable or otherwise), commercial radio, noncommercial radio, Internet and other interactive media, mobile platforms and any other media.

“**Broadcaster**” or “**Broadcasters**” shall have the meaning set forth in **Section 15.3**.

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a day on which the commercial banks in the City are authorized or obligated by Applicable Laws or executive order to be closed.

“**Capital Enhancements**” shall mean Capital Repairs and Capital Improvements.

“**Capital Funding Plan**” shall mean the short-term and long-term capital funding plan adopted by the Authority. The short-term portion of the plan shall identify the Capital Enhancements to be performed during the upcoming year and the next succeeding year that, for each such year, (A) identifies the items of Capital Enhancements work proposed to be performed, (B) cost estimates for each item of work proposed, and (C) a timetable for completion of each item of proposed work.

“**Capital Improvements**” shall mean, other than Capital Repairs, new capital items, features, components and other elements of the Stadium and Stadium Infrastructure not included in the construction of the Stadium and Stadium Infrastructure (as the same are constructed in accordance with the Development Agreement Documents) and any associated capital repairs and replacements of such new capital items, features, components and other elements.

“**Capital Projects Fund**” shall mean the fund established by the Authority pursuant to subsection 3 of Section 27 of the Act to receive and reserve funds for payment of Capital Enhancements for the Stadium and Stadium Infrastructure.

“**Capital Repairs**” shall mean capital repairs, replacements and improvements of any kind or nature to any item, feature, component or other element of the Stadium and Stadium Infrastructure included in the construction of the Stadium or Stadium Infrastructure, including all such items, features, components and other elements required by the Development Agreement Documents and existing as of the date of Substantial Completion (and any item, feature, component or other element that will be completed after the date of Substantial Completion in order that the terms and conditions of the Development Agreement Documents are satisfied).

“**Casualty Repair Work**” shall have the meaning set forth in Section 28.1. “**City**” shall have the meaning set forth in the Recitals.

“**Club Seats**” shall mean the approximately [_____] club seats contemplated by the final design of the Stadium.

“**Commencement Date**” shall have the meaning set forth in Section 2.1.

“**Communications Content**” shall have the meaning set forth in Section 16.1(d). “**Communications Infrastructure**” shall have the meaning set forth in Section 16.1(a).

“**Communications Service**” or “**Communications Services**” shall have the meaning set forth in Section 16.1(c).

“**Communications System**” or “**Communications Systems**” shall have the meaning set forth in Section 16.1(b).

“**Competitive Events**” shall have the meaning set forth in Section 3.5(h)(ii).

“**Composite Mark**” shall have the meaning set forth in Section 17.2(h)(i).

“**Concession Agreement**” or “**Concession Agreements**” shall have the meaning set forth in Section 12.1.

“**Concessionaires**” shall have the meaning set forth in Section 12.1.

“**Concessions**” shall have the meaning set forth in Section 12.1.

“**Condemnation**” shall mean any taking of property by exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under the threat of the exercise of the power of eminent domain.

“**Conflicting Signage**” shall have the meaning set forth in Section 18.3(c).

“**Consent**” shall mean prior consent or approval of a Party in writing which shall not be unreasonably withheld, conditioned or delayed.

“**Construction Manager**” shall mean the construction manager for the Stadium and Stadium Infrastructure.

[“Construction Services Agreement” shall mean that certain Construction Services Agreement between [the Authority] [EventCo] and the Construction Manager dated _____, 20 __, as the same may be amended, modified or supplemented from time to time.]

“**Control Room**” shall have the meaning set forth in Section 16.2.

“**Data Practices Act**” shall have the meaning set forth in Section 27.3(c).

["Design Services Agreement" shall mean that certain Design Services Agreement between the architect for the Stadium and [the Authority] [EventCo] dated _____, 20__, as the same may be amended, modified or supplemented from time to time.]

"Destruction Event" shall have the meaning set forth in Section 28.1.

["Development Agreement Documents" shall mean the Development Agreement, the Construction Services Agreement, the Design Services Agreement and the other contracts and agreements described in the Design Services Agreement.]

"Development Agreement" shall have the meaning set forth in the Recitals.

"Direct Competitor" shall mean any competitor that is a Person with a product or service that is included within or that competes directly with any element of a Protected Category, including all Trademarks related thereto.

"Distributed Antenna System" or "DAS" shall mean a network of spatially separated antenna nodes connected to a common source via a transport mechanism that increases the capacity and coverage of wireless services within the Stadium.

"Effective Date" shall have the meaning set forth in the Preamble.

"Emergency Repairs" shall mean any Capital Repairs, which, if not immediately made, would endanger the health and safety of the people working in or attending a Team Stadium Event, would cause imminent damage to any significant component of the Stadium, or would render any material portion of the Stadium's mechanical, electrical or plumbing systems or other significant component thereof unusable for previously scheduled Team Stadium Events.

"Encumbrance(s)" means any defects in, easements, covenants, conditions or restrictions affecting, or liens or other encumbrances on, the title to the Stadium and Stadium Infrastructure or otherwise affecting the Team or its Affiliates rights hereunder.

"Entitlement Rights Agreement" shall have the meaning set forth in Section 11.2(a).

"Entitlement Rights Name" or "Entitlement Rights Name(s)" shall have the meaning set forth in Section 17.2(h)(ii).

"Entitlement Rights Sponsor" shall mean the Person or Persons to which Entitlement Rights have been granted or, in the event that the Team in its sole discretion reserves some or all of the Entitlement Rights for its own use, the Team.

"Entitlement Rights" shall mean the rights and licenses that may be granted by the Team to (or reserved for the Team and its Affiliates if the Team is an Entitlement Rights Sponsor with respect to some or all of the Entitlement Rights) an Entitlement Rights Sponsor: (i) name or re-name any and all physical areas of the Stadium, by an Entitlement Rights Name, the Stadium Infrastructure, and Stadium Site not covered by the Naming Rights, which may include the name of the Field, Stadium sections, clubs, bars, restaurants, Suites, alcoves, and merchandising outlets, as approved by the Authority, (ii) to use such Entitlement Rights Name and associated logos in

connection with Advertising by an Entitlement Rights Sponsor, except as set forth in **Section 19.1(b)**, (iii) Advertising and the right to display, place and affix Signage at the Stadium, Stadium Infrastructure and Stadium Site, (iv) to make reasonable commercial efforts to require other Persons, including the Authority and other users of the Stadium, the Stadium Infrastructure, and Stadium Site to use such Entitlement Rights Name in references to such Entitlement Rights areas, (v) to the extent that the Entitlement Rights Sponsor is a Person with a Protected Category, to prohibit a Direct Competitor of such Entitlement Rights Sponsor from Advertising, promoting or marketing itself or its products or services at the Stadium or on the Stadium Site, except as provided in **Section 18.4**, and (vi) to use on a non-exclusive basis the Images in connection with Advertising Rights.

“Environmental Complaint” shall mean any written complaint by any Person, including any Governmental Authority setting forth a cause of action for property damage, natural resource damage, contribution or indemnity for response costs, civil or administrative penalties, criminal fines or penalties, or declaratory or equitable relief arising under any Environmental Law or any order, notice of violation, citation, subpoena, request for information or other written notice or demand of any type issued by any Governmental Authority pursuant to any Environmental Law.

“Environmental Law” shall mean all Applicable Laws, including any consent decrees, settlement agreements, judgments, or orders, issued by or entered into with a Governmental Authority pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment; (c) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of any substance, material or waste, regardless of its form or nature, defined under Applicable Laws as a “hazardous substance,” “hazardous waste,” “toxic substance,” “extremely hazardous substance,” “toxic chemical,” “toxic waste,” “solid waste,” “industrial waste,” “residual waste,” “municipal waste,” “special handling waste,” “mixed waste,” “infectious waste,” “chemotherapeutic waste,” “medical waste,” “regulated substance,” “pollutant” or “contaminant” or any other substance, material or waste, regardless of its form or nature that otherwise is regulated by Applicable Law; or (d) the protection of endangered or threatened species.

“Event-Day Suites” shall have the meaning set forth in **Section 10.3**.

“Exclusive Signage” shall mean (i) all static, non-electronic Signage and (ii) all electronic Signage, in each case (A) as set forth as such in the Preliminary Signage Plan and the Final Signage Plan, as amended, and (B) which the Team has granted rights or sold Advertising to a third Person in a Protected Category for exclusive space or time free from any Signage of a Direct Competitor for a specified territory and for all Stadium Events; **provided, however**, that for purposes of Blackout Requirements and Blackout Events, Exclusive Signage shall not include the Stadium Name nor the Plaza Name.

“Expected Facility Standard” shall have the meaning set forth in **Section 5.1**. **“Field”** shall mean the surface of the NFL playing field within the Stadium.

“Final Signage Plan” shall mean the final (subject to amendment by the Parties) siting, placement, and aesthetic guidelines and design developed by the Team and the Authority during the Stadium design process concerning all Signage, including Signage relating to Naming Rights,

Entitlement Rights, Exclusive Signage, and Non-Exclusive Signage. The Final Signage Plan, once agreed upon and adopted, shall be set forth on **Exhibit G-2**.

“**Final Site Plan**” shall mean that certain final site plan with respect to the Stadium Site, as amended, as set forth and attached hereto as **Exhibit L-2**.

“**First Stadium Season**” shall mean the first NFL Pre-Season and Regular Season after the Team shall commence the use of the Stadium.

“**Force Majeure**” shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action, material shortages, Work Stoppages, acts of terrorism, or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder. Unavailability of funds shall not constitute Force Majeure.

“**Foreclosure**” means any transfer of title to an estate by way of (a) a sale pursuant to a judgment of foreclosure of, or a power of sale contained in, a Leasehold Mortgage, including a trustee’s sale under a deed of trust; (b) a deed, assignment, conveyance or other transfer in lieu of foreclosure; (c) a sale or other transfer occurring in any bankruptcy or insolvency proceedings affecting the owner of such estate (including an auction or a plan of reorganization in any bankruptcy or insolvency proceedings, or a transfer of the Team’s leasehold, license and other estates or interests or the Authority’s fee estate deemed to occur hereunder by virtue of the rejection of this Agreement by the Team in a bankruptcy or insolvency proceedings), or (d) any exercise by a Leasehold Mortgagee of any other right or remedy under a Leasehold Mortgage (or Applicable Law) that divests the owner of an interest in property of its estate, in each instance (clauses (a) through (d)) whether the transferee is a Leasehold Mortgagee, a party claiming through a Leasehold Mortgage, or a third party.

“**Future Marketing Rights**” shall mean rights, including Signage Rights, Entitlement Rights, Advertising Rights, and Naming Rights, which may come into existence or evolve over time, including such rights that become available through new technologies. Examples of such Future Marketing Rights may include electronically generated Signage and Advertising, new commercially sponsored communications boards, electronic information units or displays in concourses and seating sections, new technologies for broadcast of live action plays and replays, and communication devices enabling displays or audio casts or broadcasts of field and coaching activities.

“**Governmental Authority**” shall mean any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“**Hall of Fame**” shall mean that area(s) or location(s) of the Stadium where the Team displays trophies, banners, sculptures, plaques, memorabilia and other tangible items honoring or memorializing the accomplishments of the Team and its owners, coaches, players and employees.

“Identified Sponsorship Areas” shall have the meaning set forth in **Section 18.7**. **“Image”** shall have the meaning set forth in **Section 11.3(f)(iii)**.

“Incremental Operating Expenses” shall mean expenses incurred at the Stadium, Stadium Infrastructure and Stadium Site above the normalized average daily expenses on a day in which (A) no Stadium Event is held or (B) a Stadium Event is held that does not incur any measurable operating cost.

“Initial Term” shall have the meaning set forth in **Section 2.1**.

“Injunction” shall mean any and all writs, rulings, awards, directives, injunctions (whether temporary, preliminary or permanent), judgments, decrees or other Orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator.

“Insurance Proceeds” shall have the meaning set forth in **Section 28.4**.

“Intellectual Property” means any and all (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) mask works and all applications, registrations and renewals in connection therewith; (v) trade secrets and confidential business information (including ideas, research and development, know how, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (vi) computer software (including data and related software program documentation in computer readable and hard copy forms); (vii) other intellectual property and proprietary rights of any kind, nature or description, including web sites, web site domain names and other e-commerce assets and resources of any kind or nature; and (viii) copies of tangible embodiments thereof (in whatever form or medium).

“Invitees” shall mean the Team’s employees, players, representatives, agents, independent contractors, guests, visitors, patrons, licensees (including Suite licensees), suppliers, contractors, purveyors, servants, customers, spectators, ticket holders, visiting clubs (and their employees, agents, representatives, independent contractors, invitees, guests and visitors), invitees and press and media personnel (including Broadcasters) to whom the Team has given the right or license to use or occupy the Stadium, Stadium Infrastructure or Stadium Site (or any portion thereof) within the appropriate parameters for the expected use by such Invitee and in accordance with the terms and conditions of this Agreement.

“Lease Impairment” means any of the following, whether occurring pursuant to a provision of the Agreement, or resulting from a future agreement between the Authority and the Team or its Affiliates, or resulting from the unilateral action of either:

(a) any material amendment, modification or restatement of this Agreement, provided the following shall be deemed not to be a Lease Impairment: (i) amendments and modifications reasonably required to effectuate the grant of easements approved by the Team and the Authority consistent with the efficient development and operation of the Stadium and surrounding area, for such matters as, without limitation, utilities, drainage, bridges, roads, and the location and maintenance of the Stadium, Stadium Infrastructure and adjacent facilities (collectively, “**Permitted Easements**”), and (ii) amendments and modifications to the legal description of the Stadium and the Stadium Infrastructure approved by the Team and the Authority made in connection with any land registration or plat (whether using a subdivision plat or registered land survey) to conform such legal description to the as-built Stadium and Stadium Infrastructure;

(b) any cancellation, termination, acceptance of termination, surrender, acceptance of surrender, abandonment or rejection of this Agreement, in whole or in part;

(c) subordination of this Agreement to any fee mortgage or other Encumbrance of the fee estate of the Authority;

(d) the execution or modification by the Authority of any Encumbrance affecting its fee estate that has priority over this Agreement and the leasehold, license and other estates or interests of the Team; or

(e) any material demolition of the Stadium that results in a material reduction of net rentable square footage (except in connection with the maintenance, repair or renovation of, or construction of improvements to, the Stadium, or any repair or restoration following a casualty or a Condemnation).

“**Leasehold Mortgage**” shall have the meaning set forth in **Section 23.3(a)**.

“**Leasehold Mortgagee**” shall have the meaning set forth in **Section 23.3(a)**.

“**Licensed Trademarks**” shall have the meaning set forth in **Section 17.2(h)**.

“**Licensee**” shall have the meaning set forth in **Section 17.2(h)**.

“**Licensor**” shall have the meaning set forth in **Section 17.2(h)**.

“**Loge Boxes**” shall mean those seating areas of the Stadium, other than Suites and Club Seats, which have special seating arrangements determined by the Team.

“**Loss**” or “**Losses**” shall mean all losses (but loss of revenues are limited to Team Games and Team Events revenues), liabilities, costs, charges, judgments, claims, damages, penalties, fines and expenses (including attorneys’ fees and expenses and costs of investigation and arbitration or litigation).

“**Manager**” shall have the meaning set forth in **Section 5.2**.

“**Market Professional**” shall have the meaning set forth in **Section 28.2**.

“**Marketing Suite**” shall mean one (1) Suite designated by the Team from time to time for occupancy and use in connection with marketing, promotion, and other NFL and Team related uses, including Invitees of StadCo and the Team.

“**Marks**” shall mean the Authority’s Marks and/or the Team’s Marks, as applicable to the context which used in this Agreement.

“**Master Project Budget**” shall mean the master project budget as developed by [*the SDC Group*] and attached as an exhibit to the Development Agreement, as the same may be updated, modified, supplemented, or amended from time to time in accordance with the Development Agreement.

“**Merchandise**” shall mean novelties, souvenirs, memorabilia, scorecards, scorebooks, yearbooks, pennants, balls, publications, programs, apparel, ancillary items such as cushions, umbrellas, buttons and other similar items that are associated with or offered for sale at the Stadium Site during Stadium Events.

“**Minimum Design Standards**” are as set forth in Exhibit [___] of the Development Agreement.

“**Mortgagee Protections**” shall mean (a) the rights to receive Notices or cure defaults, (b) the right to give or withhold such Leasehold Mortgagee’s consent where required hereby, (c) the right to a new use agreement on the terms specified herein, and (d) all other rights, remedies, protections, privileges, and powers of such Leasehold Mortgagee and any Person claiming through or under such Leasehold Mortgagee, including such Leasehold Mortgagee’s designee to be the Team under a new use agreement or any Post Foreclosure Tenant (including after any premature termination of this Agreement).

“**Name**” shall have the meaning set forth in Section 17.2(h)(ii).

“**Naming Rights Agreement**” shall have the meaning given in Section 11.1(a).

“**Naming Rights Sponsor**” shall mean the Person or Persons to which Naming Rights have been granted or, in the event that the Team in its sole discretion reserves some or all of the Naming Rights for its own use, Team.

“**Naming Rights Suites**” shall mean the [___ (___) Suites designated by the Team located on [_____]] retained for use by the Naming Rights Sponsors and their respective Invitees.

“**Naming Rights**” shall mean the rights and licenses that may be granted by the Team to (or reserved for Team and its Affiliates if Team is a Naming Rights Sponsor with respect to some or all of the Naming Rights) a Naming Rights Sponsor: (i) to name or re-name the Stadium and Plaza and other Stadium Infrastructure with, respectively, the Stadium Name and/or the Plaza Name, (ii) to use such Stadium Name or Plaza Name, as applicable, and the associated Trademarks in connection with such Advertising, (iii) Advertising and to display, place and affix Signage at the Stadium and the Plaza and other Stadium Infrastructure, (iv) to make reasonable commercial efforts to require other Persons, including the Authority and other users of the Stadium or the

Plaza, to use the Stadium Name and/or the Plaza Name, as applicable, and the associated Trademarks, in their references to the Stadium or the Plaza in all Advertising, including promotions, marketing initiatives, or otherwise, (v) to the extent that the Naming Rights Sponsor is a Person with a Protected Category, to prohibit a Direct Competitor of such Naming Rights Sponsor from Advertising, promoting or marketing itself or its products or services at the Stadium or on the Stadium Site, except as provided in **Section 18.4**, and (vi) to use on a non-exclusive basis the Images in connection with Advertising Rights.

“**Naming/Entitlement Mark**” shall have the meaning set forth in **Section 17.2(h)(iii)**.

“**NCAA Basketball Tournament**” shall mean any game that is included in the Men’s or Women’s NCAA Annual Division I Basketball Championship tournament.

“**NCAA Basketball Final Four**” shall mean the final three (3) basketball games of the NCAA Basketball Tournament played between the final four (4) teams in any NCAA Basketball Tournament.

“**NCAA**” shall mean the National Collegiate Athletic Association.

“**New Tenant**” shall have the meaning set forth in **Section 23.3(j)(A)**.

“**NFL Rules**” shall mean the NFL’s Constitution, By-Laws, rules, regulations, Game Operations Manual, policies, specifications, mandates and agreements, in each case as amended and in effect from time to time and any interpretation of any of the foregoing issued from time to time by the NFL Commissioner.

“**NFL Season**” shall mean a series of football games which includes preseason and regular season NFL football games (currently twenty (20) in number) and postseason NFL football games, commencing on the date of any NFL team’s first scheduled preseason football game and ending with the Super Bowl.

“**NFL**” shall have the meaning set forth in the Recitals.

“**Non-Exclusive Signage**” shall mean (i) all temporary Signage and (ii) all Signage, in each case (A) as set forth in the Preliminary and Final Signage Plan, as amended, and (B) which is not designated as Exclusive Signage in the Preliminary and Final Signage Plan.

“**Notice**” shall have the meaning set forth in **Section 23.3(g)**.

“**Online Identifier**” shall have the meaning set forth in **Section 17.1(f)(iv)**.

“**Operating Budget**” shall have the meaning set forth in **Section 5.3**.

“**Operating Expenses**” shall mean all costs and expenses associated with the management, maintenance, and operation of the Stadium, Stadium Infrastructure and Stadium Site.

“**Order**” shall mean any judgment, award, decision, decree, stipulation, charge, consent decree, Injunction, ruling, writ or order of any Governmental Authority or arbitrator that is binding on any Person or its property under Applicable Law.

“**Party**” or “**Parties**” shall have the meaning set forth in the Preamble.

“**Permitted Activities**” shall have the meaning set forth in Section 11.3(f)(iv).

“**Permitted Easement**” shall have the meaning set forth in the definition of “**Lease Impairment**”.

“**Permitted Encumbrances**” shall mean easements and other similar matters of record that are listed in Exhibit K hereto.

“**Person**” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity or organization.

["Plaza" shall mean the open air portion of the Stadium Infrastructure immediately adjacent to the Stadium, but within the Stadium Site.]

["Plaza Name" shall have the meaning set forth in Section 17.2(h)(ii).]

“**Possible NFL Game Day**” shall mean, during any calendar month of a NFL Season (as such period is determined from time to time by the NFL), any day upon which the NFL scheduled a NFL game during the immediately prior NFL Season.

“**Post Foreclosure Tenant**” shall have the meaning set forth in Section 23.3(j)(A).

“**Preliminary Signage Plan**” shall mean the initial siting, placement, and aesthetic guidelines and design developed by the Team and the Authority during the Stadium design process concerning all Signage, including Signage relating to Naming Rights, Entitlement Rights, Exclusive Signage, and Non-Exclusive Signage. The Preliminary Signage Plan, once agreed upon and adopted, shall be set forth on Exhibit G-1.

“**Preliminary Site Plan**” shall mean that certain initial site plan with respect to the Stadium Site, as amended, as set forth and attached hereto as Exhibit L-1.

“**Premium Seating Patrons**” shall have the meaning set forth in Section 20.1.

“**Premium**” shall have the meaning set forth in Section 23.2(a).

“**Prime Rate**” shall have the meaning set forth in Section 26.2.

“**Project Contributions**” shall have the meaning set forth in Section 28.4(c)(i).

“**Promoter Signage Condition**” shall have the meaning set forth in Section 18.3.

“Protected Category” or **“Protected Categories”** shall mean any product or service produced or provided by any Person (including Naming Rights Sponsors and Entitlement Rights Sponsors) which is granted product or service exclusivity (free of competitive Advertising and competitive Signage) by the Team at the Stadium, Stadium Infrastructure or Stadium Site in any Naming Rights Agreement, Entitlement Rights Agreement or other sponsorship agreement.

“Qualified Authority Event” shall mean all ticketed Authority Events occurring inside the “bowl”, except those events which are of a type, nature and/or size such that the Authority has determined, in its reasonable discretion, to not offer for sale tickets for use of the Annual Suites, Event-Day Suites, Unlicensed Annual Suites, Club Seats, or Loge Boxes by the Authority Event patrons because, in part, total attendance at the Stadium for such Authority Event is reasonably anticipated by the Authority to be fewer than five thousand (5,000) patrons; **provided, however,** that the following Authority Events shall be Qualified Authority Events without regard to the Authority’s discretion: (i) Authority Events of any type or nature arranged or otherwise offered by a national promoter (e.g., [_____]), (ii) [*others*].

“Renewal Date(s)” shall have the meaning set forth in **Section 2.2**. **“Renewal Term”** shall have the meaning set forth in **Section 2.2**.

“Rent Payment” shall have the meaning set forth in **Section 4.2(a)**.

“Restoration Period” shall mean, with respect to any Destruction Event, (i) if the Destruction Event occurred on a day that is within a Team NFL Season, the time period commencing on the last day of such NFL Season and ending on the first day of the third succeeding NFL Season and (ii) if the Destruction Event occurred on a day that is not within a Team season, the time period commencing on the day of such Destruction Event and ending on the first day of the third succeeding Team season following such Destruction Event.

“Retractable Feature” shall mean kinetic architectural elements comprised of operable doors as included in the Minimum Design Standards.

“SBLs” shall have the meaning set forth in **Article 6**.

[**“SDC Group”**] shall mean the [*Stadium Design and Construction Group*], as established by the Team and [the Authority] [EventCo] pursuant to Section [_____] of that certain [*Preliminary Development Agreement*], dated [_____] by and between the Authority and the Team.

“Semi-Professional Football Games” shall mean football games that are played by individuals who play for no compensation or minimal compensation and generally provide their own equipment and transportation/lodging to and from games.

“Signage Rights” shall mean the rights to sell or market, or sublicense the rights to sell or market, Exclusive Signage or Non-Exclusive Signage.

“Signage” shall mean logos, banners, advertising, signs, scoreboards, video boards, and other visual media and boards (including any electronic, LED, ribbon, matrix, tri-vision and similar rotating or moving signage) which promote, market or advertise products, services, ideas,

activities, Persons or anything else. Signage includes interior and exterior Signage and may be temporary or permanent.

“**Special Access Tour**” shall have the meaning set forth in Section 21.1(b).

“**StadCo**” shall have the meaning set forth in the Recitals.

“**StadCo Assignment**” shall have the meaning set forth in Section 23.1(a).

“**Stadium**” shall mean the stadium, with a capacity of not less than [_____] (expandable to [_____] on a temporary basis for the Super Bowl and possibly other individual events), to be constructed in the City in accordance with the Act [*and pursuant to the Development Agreement Documents*]. The Stadium is legally described on Exhibit C-2 (as the same may be modified in accordance with Section 3.1) and in the Final Site Plan that includes the Stadium is set forth in Exhibit L-2.

“**Stadium Events**” shall mean Team Stadium Events and Authority Events.

“**Stadium Events Company**” shall have the meaning given such term in the Act.

“**Stadium Infrastructure**” shall mean the [*Plaza*], parking structures, rights-of-way, connectors, skyways and tunnels, and other such property, facilities, and improvements, owned by the Authority or determined by the Authority to facilitate the use and development of the Stadium. The Stadium Infrastructure is legally described on Exhibit C-2 (as the same may be modified in accordance with Section 3.1) and in the Final Site Plan.

“**Stadium Name**” shall have the meaning set forth in Section 17.2(f)(ii).

“**Stadium Site**” shall mean the real property, rights, easements, and access areas as determined by the Authority and agreed to by the Team upon the recommendation of [*the SDC Group*], and shall include the site of the Stadium and the Stadium Infrastructure. The Stadium Site is legally described on Exhibit C-2 (as the same may be modified in accordance with Section 3.1) and in the Final Site Plan for the Stadium Site is set forth in Exhibit L-2.

“**State**” shall mean the State of Nevada.

“**Substantial Completion**” shall mean have the meaning provided in [*the Construction Services Agreement*].

“**Suites**” shall mean all suites of any kind or nature built in the Stadium as set forth in [*the Development Agreement Documents*], which the Parties anticipate will include, collectively, [_____] the Team Owners’ Suite and the Marketing Suite to be built in areas or locations of the Stadium as set forth in the Development Agreement Documents.

“**Team**” shall have the meaning set forth in the Preamble.

“**Team Allocated Spaces**” shall mean the Hall of Fame (if a stand-alone space), Team Stores, and Team Restaurant and all allocated space related thereto as shown on Exhibit M.

“**Team Event of Default**” shall have the meaning set forth in **Section 27.2(iii)**.

“**Team Event-Day Expenses**” shall have the meaning set forth in **Section 5.6**.

“**Team Events**” shall mean up to [____ (___)] annual events (up to [____(___)] of which are designated Team Priority Events for purposes of scheduling and up to [____(___)] other dates per year for Team Events which such dates shall not have scheduling priority), in addition to Team Games, that are directly related to the football operations of the Team or the marketing or promotion of the Team, which the Team, starting in the First Stadium Season, may hold for no additional use fee, **provided** that all Team Event-Day Expenses shall be paid by the Team. An “event” shall consist of one or more events with the same ticket (regardless of whether such event begins on one day and ends on another), or events marketed as a single event during a consecutive twenty-four (24) hour period; **provided, however**, that set-up time of twenty-four (24) hours prior to an event shall not itself be an “event” unless the set-up time for such event prevents a scheduled revenue-generating Authority Event.

“**Team Games**” shall mean, during each NFL Season, the Team’s NFL pre-season, regular-season, playoff and championship football games where the Team is scheduled or otherwise designated by the NFL as the home team, and including exhibitions, performances and other entertainment activities arranged by the Team or the NFL in connection with such home games (as long as such activities are non-Competitive Events). The Super Bowl shall not be deemed to be a Team Game.

“**Team Image**” shall have the meaning set forth in **Section 11.3(f)(iv)**.

“**Team Indemnified Persons**” shall mean the Team and Agents. “**Team Indicia**” shall have the meaning set forth in **Section 17.2(h)(iv)**.

“**Team IP**” shall have the meaning set forth in **Section 17.2(a)**.

“**Team Online Identifier**” shall have the meaning set forth in **Section 17.2(h)(v)**.

“**Team Owners’ Suite**” shall mean [____ (___) *Suite(s)*] designated by the Team from time to time for occupancy and use by the Team’s owners and their Invitees.

“**Team Parking Spaces**” shall have the meaning set forth in **Section 20.4(a)**.

“**Team Priority Events**” shall have the meaning set forth in **Section 3.5(a)**.

“**Team Restaurant**” shall mean a restaurant open to the public, located within the Stadium but accessible from outside the Stadium without a ticket or admission pass, which is owned and operated by the Team, its Affiliates or a third Person designee.

“**Team Stadium Events**” shall mean, collectively, Team Games, Team Events, Additional Team Events (with regard to Additional Team Events, the allocation of revenues and expenses, scheduling and other terms and conditions of which are subject to agreement of the Authority). The Super Bowl shall not be deemed to be a Team Stadium Event.

“**Team Stores**” shall mean the portion of the Stadium that is designed as dedicated merchandise retail store(s) and included in the Team Allocated Spaces.

“**Team Suites**” shall mean the Team Owners’ Suite and the Marketing Suite.

“**Team Trademarks**” shall have the meaning set forth in Section 17.2(h)(vi).

“**Team Year-Round Use Areas**” shall mean locations within the Stadium dedicated to the Team’s activities, including space for sales and marketing offices (including a ticket office), designated Team meeting space, the Team Suites, the Team locker and Team training areas, the Team equipment rooms and storage rooms, and the Team administrative offices, as provided for in the final design of the Stadium and as shown on Exhibit N.

“**Team’s Beneficial Rights**” shall have the meaning set forth in Section 5.13(c).

“**Team’s Stadium Property Schedule**” shall have the meaning set forth in Section 5.13(b).

“**Team’s Stadium Property**” shall have the meaning set forth in Section 5.13(a).

“**Term**” shall have the meaning set forth in Section 2.2.

“**Trademarks**” means trademarks, service marks, trade names, service names, corporate names, trade dress, logos, images, pictures, depictions, and other identifiers of source, including all goodwill associated therewith and all common law rights, registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing.

“**Unlicensed Annual Suites**” shall have the meaning set forth in Section 10.3.

“**Untenantability Period**” shall mean any period following (i) the damage or destruction of the Stadium or the Stadium Infrastructure by fire or other casualty pursuant to Article 28 or another Force Majeure event specified in Article 29 pursuant to which a Team Game cannot reasonably be held or reasonably be foreseen to be held at the Stadium in accordance with NFL standards for exhibition of all NFL professional football games, as such standards may be determined by the NFL from time to time, or (ii) a temporary taking under Section 31.5.

“**Use Fee**” shall have the meaning set forth in Section 4.1.

“**WiFi**” shall mean a wireless local area network based on the [*Institute of Electrical and Electronics Engineers, Inc. 802.11*] standards that uses radio waves to connect electronic devices to the Internet and promote connectivity within the Stadium.

“**Work Stoppage**” shall mean any strike, boycott, labor dispute or other work stoppage, including player labor stoppages, whether attributable to strikes or lockouts.