

EXHIBIT [ ] TO  
CREDIT AGREEMENT

**FORM OF ESTOPPEL AND RECOGNITION AGREEMENT**

**ESTOPPEL AND RECOGNITION AGREEMENT**  
**(StadCo Leasehold Deed of Trust)**

This ESTOPPEL AND RECOGNITION AGREEMENT (StadCo Leasehold Deed of Trust), dated as of [ ], 2017 (this “Agreement”), is made by CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and a political subdivision of Clark County, Nevada (the “Authority”) for the benefit of [FINANCECO], a statutory trust established under the laws of the state of Delaware (“FinanceCo”) and BANK OF AMERICA, N.A. (“Bank of America”), as collateral agent for the Lenders (as herein defined) (in such capacity as collateral agent, together with its successors and permitted assigns, the “Collateral Agent”).

**RECITALS**

WHEREAS, in 2016, the Nevada legislature, finding, among other things, that it is in the public welfare to diversify, enhance and grow the largest tourism market in the State of Nevada (the “State”) through the development of a large-scale and one-of-a-kind sports venue in the Las Vegas area by constructing and operating a state-of-the-art stadium capable of attracting professional sports franchises such as teams from the National Football League, a not-for-profit association, and any successor or assign thereto (the “NFL”) and hosting a broad range of other civic, community, athletic, educational, cultural, and commercial activities, declared the Las Vegas area the only area in the State appropriate and suitable for the development of such large-scale sports and entertainment venue and determined that it was necessary to enact a law of special application with respect thereto;

WHEREAS, the Authority was created pursuant to Section 21 of the Southern Nevada Tourism Improvements Act, enacted by the Nevada legislature as part of Senate Bill 1, on October 14, 2016, and approved by the Governor of the State on October 17, 2016;

WHEREAS, in the Southern Nevada Tourism Improvements Act, the Nevada legislature provided for certain public and private financing of a stadium and related stadium infrastructure, pursuant to a development Agreement to be entered into by the Authority and developer partners to be selected by the Authority;

WHEREAS, The Oakland Raiders, a California limited partnership (the “TeamCo”) (together with its successors and assigns satisfying the terms of the Lease Agreement (defined below)), owns, holds and controls a professional football franchise that is a member of the NFL;

WHEREAS, the Authority and [STADCO], a special purpose entity established under the laws of the State and an affiliate of TeamCo (“StadCo”), have entered into that certain Development Agreement, dated as of [ ], 2017 (the “Development Agreement”), pursuant to which an approximately [ ] million square foot, 65,000 seat enclosed professional football stadium (the “Stadium”) and all related facilities and other necessary improvements (collectively, including the Stadium, the “Improvements”), together with supporting infrastructure to be owned by the Authority, is to be constructed in the Las Vegas area on a site more particularly

described in the Development Agreement (the “Stadium Site” and, together with the Improvements, the “Stadium Project”);

WHEREAS, the Authority and StadCo have entered into that certain Stadium Lease Agreement, dated as of [\_\_\_\_\_], 2017 (as may be amended from time to time, the “Lease Agreement”), pursuant to which the Authority has leased and demised to StadCo the Stadium, the Improvements, the Stadium Site and the FF&E (as defined therein) for the term thereof;

WHEREAS, StadCo has requested a loan in the principal amount of up to Six Hundred Million Dollars (\$600,000,000) (the “StadCo Loan”) from FinanceCo to be secured by a first-priority leasehold deed of trust encumbering StadCo’s interests under the Lease Agreement (the “StadCo Leasehold Deed of Trust”);

WHEREAS, in order to fund certain financings, including the StadCo Loan to StadCo, FinanceCo shall obtain a loan in a principal amount of up to Eight Hundred Fifty Million Dollars (\$850,000,000) (the “FinanceCo Loan”) pursuant to a Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “FinanceCo Credit Agreement”), among FinanceCo, the lenders party thereto from time to time (collectively, the “Lenders”), Bank of America, N.A., as Administrative Agent and Bank of America, as Collateral Agent, and the other parties thereto, and FinanceCo shall assign to Collateral Agent its rights under, among other things, the StadCo Leasehold Deed of Trust pursuant to that certain Assignment of StadCo Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated on or about the date hereof, made by FinanceCo in favor of Collateral Agent (the “DOT Assignment”);

WHEREAS, StadCo and TeamCo have entered into that certain [Team Use Agreement], dated as of [\_\_\_\_\_], 2017 (the “Team Use Agreement”), pursuant to which StadCo has subleased the Stadium Project to TeamCo to (i) engage in and conduct the [Team Events] (as defined in [the Team Use Agreement]), (ii) play all [Team Games] (as defined in [the Team Use Agreement]) at the Stadium, and (iii) use the Stadium Project as more particularly described in the Team Use Agreement; and

WHEREAS, the Lenders are unwilling to make the FinanceCo Loan and FinanceCo is unwilling to make the StadCo Loan unless the Authority makes certain statements contained herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **REPRESENTATIONS**

1) The Authority hereby represents to FinanceCo, Collateral Agent and the Lenders (including, without limitation, Bank of America) as follows as of the date hereof:

(a) The Authority is the owner of the fee estate in the Stadium Project subject to the terms of the Lease Agreement.

(b) The Authority has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease Agreement, the Development Agreement or to all or any portion of the Stadium Project, and there are currently no mortgages, deeds of trust or other security interests encumbering the Authority's fee interest in the Stadium Project and no third party has an option or preferential right to purchase all or any part of the Stadium Project.

(c) The Lease Agreement is in full force and effect in accordance with its terms and to the Authority's knowledge, there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default thereunder.

(d) The Authority has Approved (as defined in the Lease Agreement) StadCo's grant of the StadCo Leasehold Deed of Trust for the benefit of FinanceCo which serves to encumber the leasehold interest created pursuant to the Lease Agreement.

(e) The Authority has not received any written notice from StadCo that StadCo's interest in the Lease Agreement has been further assigned, supplemented, modified or otherwise amended.

(f) The Authority has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Stadium Project, including, without limitation, any environmental laws or the Americans with Disabilities Act.

(g) To the Authority's knowledge, each of the obligations of StadCo required to be performed to date under the Lease Agreement have been performed.

(h) The Authority has not received written notice of any pending eminent domain proceedings or other pending governmental actions or any judicial actions of any kind against the Authority's interest in the Stadium Project.

(i) The Authority has not received written notice of any Leasehold Mortgagee other than FinanceCo and Collateral Agent.

(j) [The Development Agreement is in full force and effect in accordance with its terms and to the Authority's knowledge, has not been further assigned, supplemented, modified or otherwise amended and to the Authority's knowledge, there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default thereunder.

(k) To the Authority's knowledge, each of the obligations of StadCo required to be performed to date under the Development Agreement have been performed.]

As used herein, the term "Authority's knowledge" shall mean and refer to the actual knowledge of \_\_\_\_\_, without duty of inquiry or investigation and shall not be construed to refer to the knowledge of any other person.

## MISCELLANEOUS

2) Upon the recording of the StadCo Leasehold Deed of Trust and the DOT Assignment, the Authority hereby acknowledges and confirms, for all purposes under the Lease Agreement, that (a) Collateral Agent shall be a “Leasehold Mortgagee” and an “Institutional Lender” (as each term is defined in the Lease Agreement), (b) the StadCo Leasehold Deed of Trust, together with the DOT Assignment, shall be a “Leasehold Mortgagee” (as defined in the Lease Agreement), and (c) Collateral Agent shall be entitled to all of the rights, protections, and privileges afforded a Leasehold Mortgagee and Institutional Lender under the Lease Agreement. Additionally, upon the occurrence of a Foreclosure (as defined in the Lease Agreement) by Collateral Agent (or a successor or assignee thereof) or an Affiliate (as defined in the Lease Agreement), such entity shall enjoy all of the rights and protections granted to a Leasehold Mortgagee under the Lease Agreement with the same force and effect as if such successors, assign or Affiliate were the Leasehold Mortgagee itself and such entity may thereafter assign or transfer the Lease Agreement or the New Lease, if applicable, in accordance with Section 17.2(g) of the Lease Agreement.

3) The Authority hereby acknowledges receipt of all notices and information required to be provided by StadCo under Section 17.2(e) of the Lease Agreement, including (a) the name of each of FinanceCo and Collateral Agent in each entity’s capacity as Leasehold Mortgagee, (b) the basic terms and conditions of the StadCo Loan and the FinanceCo Loan, and (c) copies of the documents evidencing and securing the StadCo Loan and the FinanceCo Loan.

4) Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder, under the Lease Agreement or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in the manner provided in Section 19.2 of the Lease Agreement. The Authority agrees that all notices which are required to be given to a Leasehold Mortgagee or an Institutional Lender shall be sent to Collateral Agent at the following address or such other address as Collateral Agent (or its successors and assigns) shall hereafter notify the Authority:

Bank of America, N.A.  
555 California Street, 4<sup>th</sup> Floor  
Mail Code: CA5-705-04-09  
San Francisco, CA 94104  
Attn: Bridgett J. Manduk Mowry

Notwithstanding anything to the contrary set forth in the Lease Agreement, for so long as either the StadCo Loan or the FinanceCo Loan remains outstanding, the Authority agrees to provide the notices as set forth above and shall not accept any direction from StadCo or FinanceCo to send notices to any other Leasehold Mortgagee in lieu of Collateral Agent.

5) The Lenders may rely on this Agreement in making the FinanceCo Loan to FinanceCo, and FinanceCo may rely on this Agreement in making the StadCo Loan to StadCo. StadCo may rely on this Agreement in entering into the StadCo Loan and in executing and delivering the StadCo Leasehold Deed of Trust. FinanceCo may rely on this Agreement in entering into the FinanceCo Loan and in executing and delivering the DOT Assignment. This Agreement

shall inure to the benefit of Collateral Agent, the Lenders, FinanceCo, and each of their respective successors and assigns.

6) This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Nevada and applicable laws of the United States of America.

**[NO FURTHER TEXT ON THIS PAGE]**

Executed this \_\_\_\_ day of [\_\_\_\_\_], 2017.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT [ ] TO  
CREDIT AGREEMENT**

**FORM OF ESTOPPEL AND RECOGNITION AGREEMENT AGREEMENT  
(SUBORDINATED)**

**ESTOPPEL AND RECOGNITION AGREEMENT  
(Subordinated StadCo Leasehold Deed of Trust)**

This ESTOPPEL AND RECOGNITION AGREEMENT (Subordinated StadCo Leasehold Deed of Trust), dated as of [ ], 2017 (this “Agreement”), is made by CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and a political subdivision of Clark County, Nevada (the “Authority”) for the benefit of [FINANCECO], a statutory trust established under the laws of the state of Delaware (“FinanceCo”) and BANK OF AMERICA, N.A. (“Bank of America”), as collateral agent for the Lenders (as herein defined) (in such capacity as collateral agent, together with its successors and permitted assigns, the “Collateral Agent”).

**RECITALS**

WHEREAS, in 2016, the Nevada legislature, finding, among other things, that it is in the public welfare to diversify, enhance and grow the largest tourism market in the State of Nevada (the “State”) through the development of a large-scale and one-of-a-kind sports venue in the Las Vegas area by constructing and operating a state-of-the-art stadium capable of attracting professional sports franchises such as teams from the National Football League, a not-for-profit association, and any successor or assign thereto (the “NFL”) and hosting a broad range of other civic, community, athletic, educational, cultural and commercial activities, declared the Las Vegas area the only area in the State appropriate and suitable for the development of such large-scale sports and entertainment venue and determined that it was necessary to enact a law of special application with respect thereto;

WHEREAS, the Authority was created pursuant to Section 21 of the Southern Nevada Tourism Improvements Act, enacted by the Nevada legislature as part of Senate Bill 1, on October 14, 2016, and approved by the Governor of the State on October 17, 2016;

WHEREAS, in the Southern Nevada Tourism Improvements Act, the Nevada legislature provided for certain public and private financing of a stadium and related stadium infrastructure, pursuant to a development agreement to be entered into by the Authority and developer partners to be selected by the Authority;

WHEREAS, The Oakland Raiders, a California limited partnership (the “TeamCo”) (together with its successors and assigns satisfying the terms of the Lease Agreement (defined below)), owns, holds and controls a professional football franchise that is a member of the NFL;

WHEREAS, the Authority and [STADCO], a special purpose entity established under the laws of the State and an affiliate of TeamCo (“StadCo”), have entered into that certain Development Agreement, dated as of [ ], 2017 (the “Development Agreement”), pursuant to which an approximately [ ] million square foot, 65,000 seat enclosed professional football stadium (the “Stadium”) and all related facilities and other necessary improvements (collectively, including the Stadium, the “Improvements”), together with supporting infrastructure

to be owned by the Authority, is to be constructed in the Las Vegas area on a site more particularly described in the Development Agreement (the "Stadium Site" and, together with the Improvements, the "Stadium Project");

WHEREAS, the Authority and StadCo have entered into that certain Stadium Lease Agreement, dated as of [\_\_\_\_\_], 2017 (as may be amended from time to time, the "Lease Agreement"), pursuant to which the Authority has leased and demised to StadCo the Stadium, the Improvements, the Stadium Site and the FF&E (as defined therein) for the term thereof;

WHEREAS, in order to fund certain financings, FinanceCo shall obtain a loan in a principal amount of up to Eight Hundred Fifty Million Dollars (\$850,000,000) (the "FinanceCo Loan") pursuant to a Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "FinanceCo Credit Agreement"), among FinanceCo, the lenders party thereto from time to time (collectively, the "Lenders"), Bank of America, N.A., as Administrative Agent and Bank of America, as Collateral Agent, and the other parties thereto, and as security for the FinanceCo Loan, FinanceCo shall assign to Collateral Agent its rights under, among other things, the Subordinated StadCo Leasehold Deed of Trust (defined below) pursuant to that certain Assignment of Subordinated StadCo Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated on or about the date hereof, made by FinanceCo in favor of Collateral Agent (the "Subordinated DOT Assignment");

WHEREAS, FinanceCo and the Authority have entered into that certain Purchase and Sale Agreement, dated on or about the date hereof (as may be amended from time to time, the "Purchase Agreement") pursuant to which FinanceCo has agreed to purchase from the Authority certain interests in the PSL Revenues (as defined in the FinanceCo Credit Agreement);

WHEREAS, (a) pursuant to that certain StadCo Obligations Agreement, dated on or about the date hereof, made by and among StadCo, FinanceCo and the Authority (as may be amended from time to time, the "StadCo Obligations Agreement") and (b) to secure StadCo's obligation to fulfill the StadCo Commitment (as defined in the StadCo Obligations Agreement), StadCo has agreed to deliver, among other things, that certain Subordinated StadCo Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated on or about the date hereof, made by StadCo for the benefit of FinanceCo (the "Subordinated StadCo Leasehold Deed of Trust") encumbering StadCo's interests under the Lease Agreement;

WHEREAS, the Lenders are unwilling to make the FinanceCo Loan and FinanceCo is unwilling to enter into the StadCo Obligations Agreement unless the Authority makes certain statements contained herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **REPRESENTATIONS**

1) The Authority hereby represents to FinanceCo, Collateral Agent and the Lenders (including, without limitation, Bank of America) as follows as of the date hereof:



(a) The Authority is the owner of the fee estate in the Stadium Project subject to the terms of the Lease Agreement.

(b) The Authority has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease Agreement, the Development Agreement or to all or any portion of the Stadium Project, and there are currently no mortgages, deeds of trust or other security interests encumbering the Authority's fee interest in the Stadium Project and no third party has an option or preferential right to purchase all or any part of the Stadium Project.

(c) The Lease Agreement is in full force and effect in accordance with its terms and to the Authority's knowledge, there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default thereunder.

(d) The Authority has Approved (as defined in the Lease Agreement) StadCo's grant of the Subordinated StadCo Leasehold Deed of Trust for the benefit of FinanceCo which serves to encumber the leasehold interest created pursuant to the Lease Agreement.

(e) The Authority has not received any written notice from StadCo that StadCo's interest in the Lease Agreement has been further assigned, supplemented, modified or otherwise amended.

(f) The Authority has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Stadium Project, including, without limitation, any environmental laws or the Americans with Disabilities Act.

(g) To the Authority's knowledge, each of the obligations of StadCo required to be performed to date under the Lease Agreement have been performed.

(h) The Authority has not received written notice of any pending eminent domain proceedings or other pending governmental actions or any judicial actions of any kind against the Authority's interest in the Stadium Project.

(i) The Authority has not received written notice of any Leasehold Mortgagee other than FinanceCo and Collateral Agent.

(j) [The Development Agreement is in full force and effect in accordance with its terms and to the Authority's knowledge, has not been further assigned, supplemented, modified or otherwise amended and to the Authority's knowledge, there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default thereunder.]

(k) To the Authority's knowledge, each of the obligations of StadCo required to be performed to date under the Development Agreement have been performed.]

As used herein, the term "Authority's knowledge" shall mean and refer to the actual knowledge of \_\_\_\_\_, without duty of inquiry or investigation and shall not be construed to refer to the knowledge of any other person.

## MISCELLANEOUS

2) Upon the recording of the Subordinated StadCo Leasehold Deed of Trust and the Subordinated DOT Assignment, the Authority hereby acknowledges and confirms, for all purposes under the Lease Agreement, that (a) Collateral Agent shall be a “Leasehold Mortgagee” and an “Institutional Lender” (as each term is defined in the Lease Agreement), (b) the Subordinated StadCo Leasehold Deed of Trust, together with the Subordinated DOT Assignment, shall be a “Leasehold Mortgagee” (as defined in the Lease Agreement), and (c) Collateral Agent shall be entitled to all of the rights, protections, and privileges afforded a Leasehold Mortgagee and Institutional Lender under the Lease Agreement. Additionally, upon the occurrence of a Foreclosure (as defined in the Lease Agreement) by Collateral Agent (or a successor or assignee thereof) or an Affiliate (as defined in the Lease Agreement), such entity shall enjoy all of the rights and protections granted to a Leasehold Mortgagee under the Lease Agreement with the same force and effect as if such successors, assign or Affiliate were the Leasehold Mortgagee itself and such entity may thereafter assign or transfer the Lease Agreement or the New Lease, if applicable, in accordance with Section 17.2(g) of the Lease Agreement.

3) The Authority hereby acknowledges receipt of all notices and information required to be provided by StadCo under Section 17.2(e) of the Lease Agreement, including (a) the name of each of FinanceCo and Collateral Agent in each entity’s capacity as Leasehold Mortgagee, (b) the basic terms and conditions of the StadCo Obligations Agreement and the FinanceCo Loan, and (c) copies of the documents evidencing and securing the StadCo Obligations Agreement and the FinanceCo Loan.

4) Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder, under the Lease Agreement or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in the manner provided in Section 19.2 of the Lease Agreement. The Authority agrees that all notices which are required to be given to a Leasehold Mortgagee or an Institutional Lender shall be sent to Collateral Agent at the following address or such other address as Collateral Agent (or its successors and assigns) shall hereafter notify the Authority:

Bank of America, N.A.  
555 California Street, 4<sup>th</sup> Floor  
Mail Code: CA5-705-04-09  
San Francisco, CA 94104  
Attn: Bridgett J. Manduk Mowry

Notwithstanding anything to the contrary set forth in the Lease Agreement, for so long as either the StadCo Loan or the FinanceCo Loan remains outstanding, the Authority agrees to provide the notices as set forth above and shall not accept any direction from StadCo or FinanceCo to send notices to any other Leasehold Mortgagee in lieu of Collateral Agent.

5) The Lenders may rely on this Agreement in making the FinanceCo Loan to FinanceCo, and FinanceCo may rely on this Agreement in entering into the StadCo Obligations Agreement with StadCo. StadCo may rely on this Agreement in entering into the StadCo Obligations Agreement with FinanceCo and in executing and delivering the Subordinated StadCo Leasehold Deed of Trust. FinanceCo may rely on this Agreement in entering into the FinanceCo

Loan and in executing and delivering the Subordinated DOT Assignment. This Agreement shall inure to the benefit of Collateral Agent, the Lenders, FinanceCo, and each of their respective successors and assigns.

6) This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Nevada and applicable laws of the United States of America.

**[NO FURTHER TEXT ON THIS PAGE]**

Executed this \_\_\_\_ day of [\_\_\_\_\_], 2017.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_