

## ENABLING WORK AGREEMENT

THIS ENABLING WORK 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 LV Stadium Events Company, LLC, a Nevada limited liability company (“StadCo”). The Authority and StadCo collectively are referred to herein as the “Parties” and individually as a “Party.”

### RECITALS

A. The Oakland Raiders, a California limited partnership (the “Team”), an affiliate of StadCo, owns a professional football franchise that is a member of the National Football League (“NFL”).

B. The Team has publicly announced, and the NFL has publicly confirmed its conditional approval of, plans to move to Clark County, Nevada.

C. 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 (the “Stadium Project”) as a venue for an NFL team in Nevada, as a venue for hosting home games of the football team of the University of Nevada, Las Vegas, and as a venue for hosting a broad range of other civic, community, athletic, educational, cultural, and commercial activities serves a public purpose, enacted legislation referred to as the Southern Nevada Tourism Improvements Act of 2016 (the “Act”) creating the Authority and authorizing the construction of the Stadium Project in Clark County, Nevada (the “County”).

D. The Act provides for the partial public financing of the Stadium Project, in conjunction with contributions by the Team and certain other private contributions, and for the Authority’s tax-exempt ownership of the Stadium Project.

E. In anticipation of the Team’s move to Clark County, Nevada, StadCo has acquired approximately sixty-two (62) acres of real property in Clark County, Nevada, which is more particularly depicted and described on Exhibit A attached hereto (the “Property”) and which is intended to serve as the site for the Stadium Project.

F. As contemplated and required by Section 29 of the Act, StadCo and the Authority are negotiating the terms of a development agreement that addresses each Party’s rights, obligations, and responsibilities with respect to the development, construction, and operation of the Stadium Project (the “Development Agreement”).

G. Consistent with the Act, the Parties are working toward finalizing the terms of the Development Agreement and obtaining the required approvals for the Development Agreement. In order to meet StadCo’s proposed development schedule for completion of the Stadium Project in 2020, StadCo desires and needs to commence and complete certain preliminary development and site preparation activities and work while the Parties are

negotiating and finalizing the terms of the Development Agreement, which preliminary development and site preparation activities and work are described more fully on Exhibit B attached hereto, which preliminary development and site preparation activities and work include grading and other site preparations and the relocation of certain existing utilities now located on the Property (collectively, the “Enabling Work”). The Enabling Work is intended to be a part of the Stadium Project.

H. The Parties agree that StadCo’s commencement and completion of the Enabling Work (approved herein by the Authority) is in the best interest of the Stadium Project and will allow StadCo to efficiently make progress toward securing a guaranteed maximum price for the completion of the Stadium Project (the “Guaranteed Maximum Price” or “GMP”) from the principal designer and construction contractor selected by StadCo (and approved by the Authority) for the Stadium Project who will be a party to the future design-build construction contract to be addressed by the terms of the Development Agreement (the “Design-Builder”). Further, StadCo’s completion of the Enabling Work in advance of the execution of the Development Agreement will assist and permit the Design-Builder and StadCo to achieve the proposed Stadium Project completion dates and development schedule. The Parties acknowledge that StadCo must commence and complete the Enabling Work in accordance with the terms of this Agreement in order to not delay timely completion of the Stadium Project.

I. The Enabling Work will be completed in compliance with the Act, subject to applicable County approvals, and will be undertaken at StadCo’s risk and expense.

J. The Authority’s approval of this Agreement and the scope and performance of the Enabling Work does not bind or otherwise obligate the Authority to any subsequent approval with respect to the Stadium Project, StadCo or the Development Agreement, and the Authority reserves all rights conferred by the Act and the future Development Agreement with regard to StadCo and the design, construction and development of the Stadium Project.

K. The Authority and StadCo are entering into this Agreement pursuant to Section 28(1) of the Act only in order to approve of the scope of the Enabling Work and to set forth each Party’s rights, obligations, and responsibilities with respect to the costs and expenses to complete, and the completion of, the Enabling Work, subject to the terms set forth in this 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 StadCo covenant and agree as follows:

## **AGREEMENT**

1. Recitals, Definitions and Rules of Usage. The Recitals and defined terms contained above are hereby incorporated into this Agreement for all purposes. The rules of usage set forth on Exhibit C attached hereto shall apply to the interpretation of the terms of this Agreement.

2. Development Agreement. Consistent with the requirements of the Act, the Parties intend to enter into the Development Agreement on or before February 8, 2018. Upon the Parties' execution and delivery of the Development Agreement, this Agreement shall be superseded and replaced in its entirety by the Development Agreement.

3. Scope of the Enabling Work. Subject to the terms and conditions set out in this Agreement, the Authority hereby approves (a) the scope of the Enabling Work and (b) StadCo's performance of the Enabling Work in accordance with this Agreement and the Act.

4. Enabling Work Contracts. StadCo shall cause its appropriately licensed contractors to complete the Enabling Work pursuant to written agreements that comply with the requirements of the Act and this Agreement and are otherwise on terms acceptable to StadCo. Accordingly, StadCo shall cause:

(a) all contracts for the Enabling Work to (i) be entered into with a qualified party, (ii) require such party to perform its part of the Enabling Work in a good and workmanlike manner, (iii) name the Authority as an additional insured and indemnified party to the same extent that StadCo is named as an additional insured and indemnified party, and (iv) provide that the Authority is a third-party beneficiary thereof including as to any warranties set out therein;

(b) all contracts for Enabling Work to provide for statutory retainage in accordance with the then-current requirements of applicable law;

(c) all contracts for the Enabling Work to include a customary warranty in which the Enabling Work covered by such contract will be warranted from defects in workmanship and materials for a period of at least one (1) year from the date of final completion (unless a longer period of time is provided for by the manufacturer or supplier of any materials or equipment); and

(d) if appropriate, all contracts for the Enabling Work to be bonded by a qualified surety pursuant to statutory payment and performance bonds naming the Authority as a co-obligee.

5. Performance of and Responsibility for the Enabling Work/Payment for Enabling Work. StadCo shall not perform or permit parties (including construction contractor(s) and its subcontractors) to perform any Enabling Work, unless and until (a) StadCo shall have first procured and paid for all permits, licenses, and approvals required under applicable law to commence the work being performed, (b) entered into contracts with regard to such Enabling Work being performed that comply with the terms of this Agreement and the Act and (c) proper insurance is secured to cover the Enabling Work and evidence and certificates thereof are delivered to the Authority showing the Authority as an additional insured as required by this Agreement. All Enabling Work shall be (i) constructed and performed in a good and workmanlike manner in accordance with standard construction practices for construction, repair, renewal, renovation, demolition, rebuilding, addition or alteration, as the case may be applicable to comparable work, (ii) constructed and performed using qualified workers and subcontractors in accordance with the terms of this Agreement and the Act, and (iii) constructed and performed in accordance with all applicable laws. StadCo shall take all measures and precautions

reasonably necessary to minimize damage, disruption, and inconvenience caused by the Enabling Work in a manner as a reasonable and prudent developer would undertake in light of the particular circumstances, which shall include making adequate provisions for the safety and convenience of all persons and property to be affected thereby. StadCo shall be solely responsible for the payment of all costs and expenses incurred in connection with the performance and completion of the Enabling Work (the “Enabling Work Costs”), and StadCo hereby releases the Authority from any and all responsibility and liability to pay any Enabling Work Costs or to perform any Enabling Work. Further, the Parties acknowledge and agree that the Enabling Work Costs actually incurred and paid by StadCo are intended to be and shall be included as part of and credited against StadCo’s payment obligation under Section 35(2)(a) of the Act to pay the initial \$100,000,000.00 of the Stadium Project’s costs.

6. Term. This Agreement shall commence on the Effective Date and automatically terminate on the effective date of the Development Agreement. If the Parties do not enter into the Development Agreement within seven (7) months after the Effective Date, StadCo may terminate this Agreement upon providing written notice to the Authority, and upon such termination, both Parties shall be released from their respective obligations hereunder, except for any matters that expressly survive a termination of this Agreement.

7. Indemnification and Defense. StadCo shall, and does hereby, indemnify, defend, and hold harmless the Authority and its directors, officers, employees, agents, advisors and consultants and contractors (collectively with the Authority, the “Authority Indemnified Persons”) from and against, and shall pay to the Authority the amount of, any losses, liabilities, costs, charges, judgments, claims, damages, penalties, fines, and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) involving any third-party claim arising, directly or indirectly, from or in connection with or alleged to arise out of or any way incidental to (a) the performance and completion of the Enabling Work, including any liens arising out of the performance of the Enabling Work, (b) any breach by StadCo of any covenant or obligation of StadCo in this Agreement, (c) any violation of applicable law by StadCo or (d) the negligence or willful act or omission of StadCo or any director, officer, shareholder, employee, agent, consultant or contractor of StadCo. The foregoing indemnity includes StadCo’s agreement to pay all reasonable costs and expenses of defense, including reasonable attorneys’ fees, incurred by any Authority Indemnified Person. This indemnification shall apply without limitation to any liabilities imposed on any party indemnified hereunder as a result of any statute, rule, regulation or theory of strict liability. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers’ compensation acts, disability benefit acts or other employee benefit acts. Notwithstanding the foregoing, StadCo is not required to indemnify and defend an Authority Indemnified Person for Losses resulting from willful misconduct or grossly negligent acts or omissions of such Authority Indemnified Person. If StadCo fails to make any payment of any sums payable by StadCo to an Authority Indemnified Person on the date due, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate equal to the lesser of (a) one percent (1%) per month or (b) the maximum rate of interest permitted to be charged by applicable law (the “Default Rate”), payable from the date such payment was fixed and due to the date of payment thereof.

8. Liens. In accordance with Section 29(2)(i) of the Act, StadCo shall pay or cause to be paid for all work performed and material furnished in connection with the Enabling Work

so as to keep the Property free and clear of all liens arising out of the performance of the Enabling Work. Should any lien be filed against the Property, StadCo shall deliver to the Authority written notice thereof within ten (10) days from the date StadCo obtains knowledge of the filing thereof.

9. Project Reporting. StadCo shall furnish to the Authority monthly construction status progress reports regarding the progress of the Enabling Work, such reports to be in a form mutually acceptable to the Authority and StadCo.

10. Miscellaneous.

a. Form of Notices; Addresses. All notices, requests, 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):

To the Authority: Clark County Stadium Authority  
c/o Applied Analysis  
6385 S. Rainbow Blvd., Suite 105  
Las Vegas, Nevada 89118  
Attn.: Jeremy Aguero

with a copy to: Andrews Kurth Kenyon LLP  
600 Travis, Suite 4200  
Houston, Texas 77002  
Attn.: Mark B. Arnold

To StadCo: LV Stadium Events Company, LLC  
6623 Las Vegas Blvd. South, Suite 380  
Las Vegas, NV 89119  
Attn.: Don Webb

with a copy to: Oakland Raiders  
1220 Harbor Bay Parkway  
Alameda, CA 94502  
Attn.: Dan Ventrelle

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. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

b. Amendment and Assignment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties. StadCo shall not sell, assign, transfer, mortgage, pledge, hypothecate, encumber, sublet, license or grant a security

interest in or upon its rights under this Agreement, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise (collectively, “Assign” or an “Assignment”) without the approval of the Authority. Unless otherwise approved by the Nevada Legislature, the Authority may not Assign its rights under this Agreement at any time or from time to time to any person or entity without the approval of StadCo.

c. Waivers. The failure of a Party 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.

d. 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.

e. 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.

f. 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 or entities any remedy, claim, liability, reimbursement, cause of action or other right.

g. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes 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.

h. Governing Law, Venue; Waiver of Jury.

(i) Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the Parties under or related to the Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

(ii) Venue. Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any Nevada state court or federal court of the United States of America and any appellate court from any thereof, in any proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such proceeding except in such courts, (ii) agrees that any claim in respect of any such proceeding may be heard and determined in such Nevada state court or in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such Nevada state or federal court, (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court, and (v) to the extent such Party is not otherwise subject to service of process in the State of Nevada, appoints Corporation Service Company as such Party's agent in the State of Nevada for acceptance of legal process and agrees that service made on any such agent shall have the same legal force and effect as if served upon such Party personally within such state. Each of the Parties agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(iii) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (c) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

i. 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. All provisions in this Agreement that specify or

provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, if the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, is a Saturday, Sunday or any day, other than a Saturday or Sunday, on which the County's administrative offices are closed for business (a "Legal Holiday," then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

j. 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 shall not be construed or implemented in a manner that substantially deprives any Party of the overall benefit of its bargain under this Agreement.

k. Relationship of the Parties. StadCo 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.

l. 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.

m. Recording. 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 agreement in a form reasonably agreed upon by the Parties (and a memorandum of modification of 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.

n. 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.

o. Survival. All covenants, agreements, indemnifications, releases, representations and warranties contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

p. Conformity with the Act. The Authority and StadCo intend that this Agreement and all provisions in this Agreement conform to, and shall be construed in accordance with, the applicable requirements of the Act. Further, this Agreement is not intended to modify, increase, or reduce any requirements of the Act.

[Remainder of page intentionally left blank]

Confidential Draft

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

CLARK COUNTY STADIUM AUTHORITY

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

LV STADIUM EVENTS COMPANY, LLC

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

Confidential Draft

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Confidential Draft

**EXHIBIT B**  
**DESCRIPTION OF ENABLING WORK**



**Early Works Prior to GMP Execution**

- Perimeter security installation (fence, gates, jersey barriers, netting, guard shack, etc.)
- Site clear and grub, Early grading
- Test pile/caisson installation and testing
- Stormwater protection measures install and maintenance (track-out devices, silt fences, straw waddles, etc.)
- Dust Control Measures
- Geotechnical Investigations
- Groundbreaking activities
- Mobilization - Office complex set-up
- Temporary Utility Installation (water, electric, sewer)
- Existing Conditions survey's
- Site survey & staking
- Import/Export of Materials
- Box Culvert Relocation
- Signage installation
- Mass Excavation
- Deep Foundations
- Other early enabling work typically undertaken prior to commencement of construction of the foundation or other structural portions of the Project not otherwise specifically mentioned in this Exhibit.



**EXHIBIT C**  
**RULES OF USAGE**

1. The terms defined in this Agreement have the meanings set forth in this Agreement for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.

2. “Include,” “includes” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.

3. “Writing,” “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

4. Any agreement, instrument or applicable law defined or referred to above means such agreement or instrument or applicable law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of applicable law) by succession of comparable successor applicable law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

5. References to a person or entity are also to its permitted successors and assigns.

6. Any term defined above by reference to any agreement, instrument or applicable law has such meaning whether or not such agreement, instrument or applicable law is in effect.

7. “Hereof,” “herein,” “hereunder” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Exhibit are to exhibits or appendices attached to such instrument or agreement.

8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural persons, corporations, limited liability companies, partnerships, and associations of every kind and character.

9. References to any gender include, unless the context otherwise requires, references to all genders.

10. “Shall” and “will” have equal force and effect.

11. Unless otherwise specified, all references to a specific time of day shall be based upon Pacific Standard Time or Pacific Daylight Savings Time, as applicable on the date in question in Clark County, Nevada.

12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

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