

STADIUM LAND DEDICATION AGREEMENT

by and between

CLARK COUNTY STADIUM AUTHORITY

and

LV STADIUM EVENTS COMPANY, LLC

Dated [_____], 20[__]

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EXHIBITS:

- EXHIBIT A: Legal Description of Land
- EXHIBIT B: Definitions; Rules of Usage
- EXHIBIT C: Form of Grant, Bargain, and Sale Deed
- EXHIBIT D: Permitted Encumbrances
- EXHIBIT E: Form of Affidavit

STADIUM LAND DEDICATION AGREEMENT

THIS STADIUM LAND DEDICATION AGREEMENT (this “Agreement”) is made and entered into as of [____, 20__] (the “Effective Date”) by and between LV Stadium Events Company, LLC, a Nevada limited liability company and successor by conversion to LV Stadium Company, LLC (“LVSC”), and the Clark County Stadium Authority, a corporate and politic body and political subdivision of Clark County, Nevada (the “Authority”). LVSC and the Authority are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

A. Senate Bill 1, known as the 2016 Southern Nevada Tourism Improvements Act (the “Act”), was approved by the 30th Special Session (2016) of the Nevada Legislature, and signed by the Governor on October 17, 2016;

B. The Act authorizes the acquisition, financing, construction, lease, improvement, equipping, operation, and maintenance of a National Football League stadium in Clark County, Nevada (the “Stadium”);

C. Pursuant to subsection 1(e) of Section 35 of the Act, the land on which the Stadium is to be located must be dedicated to the Authority at no cost to the Authority before the issuance of bonds or other securities pursuant to Section 36 of the Act or simultaneously with the issuance of those bonds or other securities;

D. LVSC has acquired certain real property in Clark County, Nevada as more particularly described in Exhibit A attached hereto (the “Land”); and

E. LVSC hereby desires to so dedicate to the Authority the Land and the other Property (as defined below), and the Authority does hereby agree to accept such dedication of the Land and the other Property.

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 LVSC covenant and agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Definitions and Usage. Capitalized terms used in this Agreement shall have the meanings assigned to them in Exhibit B attached hereto, which also contains rules as to usage applicable to this Agreement.

ARTICLE 2

DEDICATION

2.1. Dedication of the Property. Subject to the conditions and on the terms set forth in this Agreement, at Closing, LVSC shall dedicate, grant and convey to the Authority, and the Authority shall accept from LVSC, fee simple title to the Land, together with all improvements and structures thereon, all rights, privileges, easements, access rights, tenements, hereditaments and appurtenances thereto and all of LVSC's right, title and interest in and to all adjacent streets, alleys and rights-of-way, and any strips or gores between such real property and adjacent properties (collectively, the "Property"). Such Property shall be dedicated, granted and conveyed by LVSC to the Authority pursuant to a grant, bargain and sale deed in the form attached hereto as Exhibit C (the "Deed"), free of all Encumbrances, except for those permitted encumbrances set forth in Exhibit D attached hereto (collectively, the "Permitted Encumbrances").

2.2. Condition of the Property. The Authority and LVSC agree that the Authority is acquiring the Property in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, except as expressly provided in this Agreement. Except as expressly provided in this Agreement, neither LVSC nor any agents, representatives, or employees of LVSC have made any representations or warranties, direct or indirect, oral or written, express or implied, to the Authority or any agents, representatives, or employees of the Authority with respect to the condition of the Property, its fitness for any particular purpose, or its compliance with any laws.

2.3. Consideration. Each Party agrees that the covenants and terms contained in this Agreement are good and sufficient consideration for its obligations hereunder.

2.4. Title Policy and Survey. At Closing, LVSC shall cause [_____] (the "Title Insurer") to issue an ALTA 2006 extended coverage owner's policy of title insurance, in the amount of (a) Seventy-Seven Million Five Hundred Thousand and No/100 Dollars (\$77,500,000.00) plus (b) the estimated cost of the construction of the Stadium, or such lesser amount which the Authority may reasonably require, insuring that fee simple title to the Property is vested in the Authority, subject only to the Permitted Exceptions, and containing such endorsements reasonably requested by the Authority, all in form and substance reasonably acceptable to the Authority (the "Title Policy"). Prior to Closing and in furtherance of the Title Policy, LVSC shall also cause to be delivered to the Authority and the Title Insurer an ALTA/NSPS survey for the Property, prepared by a surveyor licensed in the State of Nevada and reasonably acceptable to the Authority, which survey shall utilize a current title commitment for the Property issued by the Title Insurer, be certified to the Authority and the Title Insurer, and otherwise be in a form and substance acceptable to the Authority and the Title Insurer.

ARTICLE 3

CLOSING

3.1. Escrow. Concurrently with the execution of this Agreement, the Authority and LVSC have caused escrow ("Escrow") to be opened with [_____, Attention: _____, [address], Direct Line: (____) ____-____, Facsimile:(____) ____-____ and

Email: _____] (the “Escrow Agent”), by delivery to Escrow Agent of a fully executed copy of this Agreement. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the Parties. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as herein provided. LVSC and the Authority hereby designate Escrow Agent as the Reporting Person.

3.2. Closing. The consummation of the transaction contemplated by this Agreement (the “Closing”) shall close through Escrow and occur on the Effective Date (the “Closing Date”), unless another date is mutually agreed upon by LVSC and the Authority.

3.3. LVSC Closing Deliverables. On the Closing Date, LVSC shall deliver to Escrow Agent the following (i) funds and (ii) documents, each dated as of the Closing Date and duly executed and acknowledged, if applicable, by LVSC:

(a) the Deed, together with the State of Nevada Declaration of Value form setting forth Nevada Revised Statutes Section 375.090(2) as the applicable exemption from real property transfer tax (the “Declaration of Value”);

(b) an owner’s affidavit and indemnity in a form sufficient and acceptable to Title Insurer so as to allow Title Insurer to eliminate the standard printed exceptions including for parties in possession, mechanic’s liens and gap exceptions from the Title Policy, and stating that there are no outstanding unrecorded options or contracts for sale of the Property by LVSC to anyone other than the Authority, and that no construction or repairs have been made, nor any work done to or on the Property, by LVSC or anyone claiming by through or under LVSC, which has not been fully paid (except as set forth therein);

(c) the Closing Statement;

(d) the Real Property Taxes and Closing Expenses reflected in the Closing Statement, all in immediately available funds;

(e) an affidavit as to foreign status executed by [___], a [___][___], substantially in the form attached hereto as Exhibit E; and

(f) any other items or documents referred to in this Agreement or affecting the conveyance and dedication of the Property that may be reasonably requested by the Authority, Escrow Agent or Title Insurer or that may be necessary to carry out the purpose and intent of this Agreement.

3.4. Authority Closing Deliverables. On the Closing Date, the Authority shall deliver to Escrow Agent the following closing documents, each dated as of the Closing Date and duly executed by the Authority:

(a) the Closing Statement;

(b) the Declaration of Value; and

(c) any other items or documents referred to in this Agreement or affecting the conveyance and dedication of the Property that may be reasonably requested by LVSC, Escrow Agent or Title Insurer or that may be necessary to carry out the purpose and intent of this Agreement.

3.5. Approval of Closing Documents. All documents to be furnished by LVSC or the Authority at the Closing pursuant hereto the form of which is not attached to this Agreement shall be in form and substance reasonably satisfactory to both LVSC and the Authority.

ARTICLE 4

REAL PROPERTY TAXES AND CLOSING EXPENSES

4.1. Real Property Taxes. At Closing, LVSC shall pay and be responsible for all general and special real estate and other ad valorem taxes and assessments and improvement bonds, if any, affecting the Property (“Real Property Taxes”) due and payable as of the Closing Date. Additionally, at Closing, LVSC shall pay and be responsible for the installment of the Real Property Taxes with respect to the quarter in which Closing occurs; provided, however, that LVSC shall be entitled to any refund from the applicable Governmental Authority (and not the Authority) with respect to such installment to the extent relating to periods after the Closing.

4.2. Closing Expenses. LVSC shall pay and be responsible for all costs and expenses incurred by LVSC associated with the dedication, grant and conveyance of the Property (collectively, “Closing Expenses”), including the following: (a) the Escrow and recording fees; (b) the total premium for the Title Policy, including extended coverage and for any endorsements to the Title Policy that the Authority may reasonably request; (c) the cost to prepare the Survey; (d) any and all transfer taxes or documentary stamp taxes on the transfer of the Property; and (e) the fees and expenses of LVSC’s designated representatives, accountants and attorneys, in each case, assisting with the transaction contemplated by this Agreement. The Authority shall pay and be responsible for the fees and expenses of the Authority’s designated representatives, accountants and attorneys.

4.3. Closing Statement. Prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for its review and approval a preliminary closing statement (the “Preliminary Closing Statement”) setting forth: (a) the Real Property Taxes payable by LVSC pursuant to Section 4.1 hereof, and (b) the Closing Expenses payable by LVSC pursuant to Section 4.2 hereof. Based on each of the Party’s reasonable comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and each of the Parties shall, subject to its reasonable approval, deliver a final closing statement to Escrow Agent as set forth in Article 3 (the “Closing Statement”).

ARTICLE 5

COVENANTS AND REPRESENTATIONS OF LVSC

To induce the Authority to execute and deliver, and perform its obligations under, this Agreement, LVSC hereby represents, warrants and covenants the following on and as of the Effective Date and the Closing Date:

5.1. Organization; Authorization; Enforceability. LVSC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite power and authority to conduct its business as it is now being conducted. LVSC has full power and authority to execute, deliver and perform its obligations under this Agreement and all documents to be executed by LVSC pursuant hereto, and all actions and approvals therefor have been duly and previously taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of LVSC are and shall be duly authorized to sign the same on LVSC's behalf and to bind LVSC thereto. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any third person, including any Governmental Authority, on the part of LVSC is required in connection with LVSC's execution and delivery of this Agreement and the performance of its obligations hereunder. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any other agreement of LVSC or any judgment, order or decree of any court having jurisdiction over LVSC or its properties. This Agreement and all documents to be executed pursuant hereto by LVSC are and shall be binding upon and enforceable against LVSC in accordance with their respective terms, subject, as to enforcement, to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereinafter in effect affecting creditors' rights generally and general principles of equity.

5.2. Title. LVSC shall convey the Property to the Authority free and clear of any and all Encumbrances whatsoever except the Permitted Encumbrances.

5.3. Foreign Person. LVSC is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, as amended, and any applicable regulations promulgated thereunder.

5.4. Litigation. There is no Action or Proceeding pending against LVSC or any part of the Property that, if determined adversely as to LVSC, the Authority or the Property, could reasonably be expected to materially and adversely affect title to, or the use, enjoyment or value of the Property or that could reasonably be expected to materially and adversely interfere with the consummation of the transaction contemplated by this Agreement, and, to LVSC's knowledge, no such action or proceeding has been threatened in writing by any Person.

5.5. Environmental Matters. LVSC has not received any written notice of any pending or threatened enforcement action regarding an Environmental Event with respect to the Property.

ARTICLE 6

COVENANTS AND REPRESENTATIONS OF THE AUTHORITY

To induce LVSC to execute and deliver, and perform its obligations under, this Agreement, the Authority hereby represents, warrants and covenants to LVSC, on and as of the Effective Date and the Closing Date as follows:

6.1. Organization; Authorization; Enforceability. The Authority has all requisite power and authority to conduct its business as it is now being conducted. The Authority has full power

and authority to execute, deliver and perform its obligations under this Agreement and all documents to be executed by the Authority pursuant hereto, and all required corporate actions and approvals therefor have been duly and previously taken and obtained. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Authority is and shall be duly authorized to sign the same on the Authority's behalf and to bind the Authority thereto. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any third person, including any Governmental Authority, on the part of the Authority is required in connection with the Authority's execution and delivery of this Agreement and the performance of its obligations hereunder. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any other agreement of the Authority or any judgment, order or decree of any court having jurisdiction over the Authority or its properties. This Agreement and all documents to be executed pursuant hereto by the Authority are and shall be binding upon and enforceable against the Authority in accordance with their respective terms, subject, as to enforcement, to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereinafter in effect affecting creditors' rights generally and general principles of equity.

6.2. Litigation. There is no Action or Proceeding pending against the Authority that, if determined adversely as to the Authority, could reasonably be expected to materially and adversely interfere with the consummation of the transaction contemplated by this Agreement, and, to the Authority's knowledge, no such action or proceeding has been threatened in writing by any Person.

ARTICLE 7

MISCELLANEOUS

7.1. Survival. All agreements and obligations of the Parties set forth herein which are expressly stated to survive the Closing shall not merge into the Deed or any other document and shall survive the Closing and the same shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties. The agreements and obligations of the Parties set forth in this Article 7 (except Sections 7.8 and 7.13) are hereby expressly stated to survive the Closing and the delivery of the Deed. Notwithstanding the foregoing, the representations and warranties of the Parties set forth in this Agreement shall not survive the delivery of the Deed and the Closing.

7.2. Successors and Assigns. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

7.3. No Broker's Fees or Commissions. Each Party hereby represents to the other Party that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement.

7.4. Notices. 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 7.4):

To the Authority: Clark County Stadium Authority

Attn.: _____

with a copy to:

Attn.: _____

To LVSC:

Attn.: _____

with a copy 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 7.4. Notices sent by a Party’s counsel shall be deemed notices sent by such Party.

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

7.6. 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.

7.7. 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.

7.8. 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.

7.9. Drafting. The Parties acknowledge and confirm that each of their respective attorneys has 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.

7.10. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective successors and 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.

7.11. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the Parties 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. Each of the exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

7.12. Governing Law, Venue; Waiver of Jury.

(a) Nevada 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.

(b) Jurisdiction and Venue. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state 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 or 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.

(c) 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 DOCUMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.12. THIS SECTION 7.12 SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

(d) Notice and Cure Period. Neither LVSC nor the Authority shall avail itself of any remedy granted to it at law or in equity based upon an alleged default of the other Party hereunder unless and until written notice of the alleged default, in reasonable detail, has been delivered to the defaulting Party by the non-defaulting Party and the alleged default has not been cured on or before 5:00 p.m. (Pacific time) on the fifth (5th) Business Day next following delivery of said notice of default.

(e) Attorneys' Fees. In any Action or Proceeding arising out of this Agreement, including the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy available at law or in equity for any default by the other Party (either by direct action or counterclaim), the non-prevailing Party in such Action or Proceeding shall pay to the prevailing Party therein such prevailing Party's reasonable attorneys' fees, expert witness fees, and costs. In addition to the foregoing award of attorneys' fees and costs to the prevailing Party, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the Closing and any termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

7.13. 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 the other Party 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 Legal Holiday in the State of Nevada, 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 in the State of Nevada.

7.14. 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 7.14 shall not be construed or implemented in a manner that substantially deprives any Party of the overall benefit of its bargain under this Agreement.

7.15. Relationship of the Parties. LVSC 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 between them or to grant to either of them any right to assume or create any obligation on behalf of or in the name of the other Party.

7.16. 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.

7.17. No Personal Liability to Representatives and Owners. No owner, member, officer, director, manager, elected official, appointed official, board member, 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.

[Signatures appear on following page.]

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

AUTHORITY:

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

By: _____
Name: _____
Title: _____

LVSC:

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

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (1):

THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE WEST HALF (W $\frac{1}{2}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. CLARK COUNTY, NEVADA.

ALSO EXCEPTING THEREFROM THE EAST 50 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD AND INCIDENTAL PURPOSES BY DEED RECORDED JUNE 27, 1956 IN BOOK 99 AS DOCUMENT NO. 81928 AND BY DEED RECORDED SEPTEMBER 27, 1988 IN BOOK 880927 AS DOCUMENT NO. 00471, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THE NORTH FORTY FEET (40.00') OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., NEVADA; TOGETHER WITH THAT CERTAIN RADIUS IN THE NORTHEAST CORNER THEREOF; ALSO BEING THE SOUTHWEST CORNER OF THE INTERSECTION OF HACIENDA AVENUE AND INDUSTRIAL ROAD AND BOUNDED AS FOLLOWS:

ON THE EAST BY THE WEST LINE OF THE EAST FIFTY FEET (50.00') THEREOF; ON THE NORTH BY THE SOUTH LINE OF THE NORTH FORTY FEET (40.00') THEREOF; AND ON THE SOUTHWEST BY THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF TWENTY-FIVE FEET (25.00') AND BEING TANGENT TO THE WEST LINE OF THE EAST FIFTY FEET (50.00') AND TANGENT TO THE SOUTH LINE OF THE NORTH FORTY FEET (40.00'), AS CONVEYED TO CLARK COUNTY BY DOCUMENT NO. 475707 IN BOOK 516 AND BY DOCUMENT NO. 00471 IN BOOK 880927 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE WEST 30 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD AND INCIDENTAL PURPOSES BY DEED RECORDED SEPTEMBER 27, 1988 IN BOOK 880927 OF OFFICIAL RECORDS AS DOCUMENT NO. 00471, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO CLARK COUNTY BY DEEDS RECORDED MAY 19, 1992 IN BOOK 920519 AS DOCUMENT NO. 00169, AND MAY 31, 1996 IN BOOK 960531 AS DOCUMENT NO. 01388, AND OCTOBER 21, 1996 IN BOOK 961021 AS DOCUMENT NO. 00291, ALL OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED JUNE 3, 1998 IN BOOK 980603 AS DOCUMENT NO. 01570 AND RE-RECORDED MARCH 10, 2004 IN BOOK 20040310 AS DOCUMENT NO. 01416, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, THAT WOULD PASS THROUGH BY OPERATION OF LAW.

PARCEL TWO (2):

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE EAST 40 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD AND INCIDENTAL PURPOSES BY DEED RECORDED JUNE 27, 1956 IN BOOK 99 AS DOCUMENT NO. 81928, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO CLARK COUNTY FOR INTERSTATE ROUTE 15 BY DEEDS RECORDED MAY 19, 1992 IN BOOK 920519 AS DOCUMENTS NO. 00168 AND NO. 00169 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, BY DEED RECORDED JUNE 4, 1996 IN BOOK 960604 AS DOCUMENT NO. 00911, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED JUNE 3, 1998 IN BOOK 980603 AS DOCUMENT NO. 01570 AND RE-RECORDED MARCH 10, 2004 IN BOOK 20040310 AS DOCUMENT NO. 01416, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, THAT WOULD PASS THROUGH BY OPERATION OF LAW.

PARCEL THREE (3):

THE WEST HALF (W $\frac{1}{2}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.

SAVING AND EXCEPTING THEREFROM THE NORTHERLY 40.00 FEET AS CONVEYED TO CLARK COUNTY FOR ROAD PURPOSES BY DEED RECORDED MAY 8, 1975 IN BOOK 516 AS DOCUMENT NO. 475707 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THE WEST THIRTY (30.00) FEET AND THAT CERTAIN SPANDREL AREA IN THE NORTHWEST CORNER THEREOF AS DESCRIBED IN DEED TO CLARK COUNTY RECORDED SEPTEMBER 27, 1988 IN BOOK 880927 AS DOCUMENT NO. 00471 OF OFFICIAL RECORDS.

[NOTE: Confirm whether any other real property is to be added to this Exhibit.]

EXHIBIT B

Definitions; Rules of Usage

“Act” has the meaning set forth in Recital A.

“Action or Proceeding” shall mean any lawsuit, proceeding, arbitration or other alternative resolution process, Governmental Authority investigation hearing, audit, appeal, administrative proceeding or judicial proceeding.

“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.

“Agreement” has the meaning set forth in the introductory paragraph.

“Applicable Law(s)” 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 (a) 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 (b) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement.

“Authority” has the meaning set forth in the introductory paragraph.

“Business Day” shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required to operate or authorized to close in Clark County, Nevada.

“Closing” has the meaning set forth in Section 3.2.

“Closing Date” has the meaning set forth in Section 3.2.

“Closing Expenses” has the meaning set forth in Section 4.2.

“Closing Statement” has the meaning set forth in Section 4.3.

“Declaration of Value” has the meaning set forth in Section 3.2.

“Deed” has the meaning set forth in Section 2.1.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Encumbrance” shall mean any defects in, easements, covenants, conditions or restrictions affecting or liens or any other encumbrances of any kind on, the title to the Property, whether evidenced by written instrument or otherwise evidenced.

“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 Event” shall mean the occurrence of any of the following: (a) any noncompliance with an Environmental Law; (b) any event on, at or from the Property or related to the operation thereof of such a nature as to require reporting to applicable Governmental Authorities under any Environmental Law; (c) an emergency environmental condition; (d) the existence or discovery of any spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release of any kind of Hazardous Materials on, at or from the Property which may cause a material threat or actual material injury to human health, the environment, plant or animal life or (e) any threatened or actual Environmental Complaint.

“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 Hazardous Materials; or (d) the protection of endangered or threatened species.

“Escrow” has the meaning set forth in Section 3.1.

“Escrow Agent” has the meaning set forth in Section 3.1.

“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.

“Hazardous Materials” shall mean (a) any substance, emission or material including, but not limited to, asbestos, now or hereafter defined as, listed as or specified in Applicable Law as a “regulated substance,” “hazardous substance,” “toxic substance,” “pesticide,” “hazardous waste,” “hazardous material” or any similar or like classification or categorization under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (b) any products or substances containing petroleum or polychlorinated biphenyls or (c) any substance, emission or material determined to be hazardous or harmful to human health or the environment.

“Land” has the meaning set forth in Recital D.

“Legal Holiday” shall mean any day, other than a Saturday or Sunday, on which the Authority’s administrative offices are closed for business.

“LVSC” has the meaning set forth in the introductory paragraph.

“Party” and “Parties” have the meanings set forth in the introductory paragraph.

“Permitted Encumbrances” has the meaning set forth in Section 2.1.

“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.

“Preliminary Closing Statement” has the meaning set forth in Section 4.3.

“Property” has the meaning set forth in Section 2.1.

“Real Property Taxes” has the meaning set forth in Section 4.1.

“Reporting Person” shall mean the reporting person for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

“Stadium” has the meaning set forth in Recital B.

“Title Insurer” has the meaning set forth in Section 2.4.

“Title Policy” has the meaning set forth in Section 2.4.

Rules as to Usage

1. The terms defined above have the meanings set forth above 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 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.

EXHIBIT C

Form of Grant, Bargain, and Sale Deed

APN(s): 162-29-302-001, 162-29-302-003,
162-29-302-004 and 162-29-401-017

WHEN RECORDED RETURN TO:

Attention:

MAIL TAX STATEMENTS TO:

Attention:

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE WITNESSETH that LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company and successor by conversion to LV Stadium Company, LLC, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey to CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada, with an address of , all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

Together with all and singular the improvements, fixtures, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

Subject to those items of record described in Exhibit B attached hereto and incorporated herein by this reference.

[Signature and notarial acknowledgement appear on the following page.]

Witness my hand this _____ day of _____, 20__.

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

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 201__, by ___
_____ as _____ of LV STADIUM EVENTS COMPANY, LLC.

(Signature of Notarial Officer)

(Seal, if any)

Exhibit A to Deed

Legal Description

[To be attached.]

Exhibit B to Deed

Recorded Matters

[To be attached.]

EXHIBIT D

Permitted Encumbrances

[To be attached.]

EXHIBIT E

Form of Affidavit

AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the Clark County Stadium Authority, a corporate and politic body and political subdivision of Clark County, Nevada (“Transferee”), that withholding of tax is not required upon the transfer by [] (“Transferor”) of a United States real property interest, the undersigned hereby certifies and declares by means of this certification the following:

- (a) Transferor, through its 100% owned disregarded entity, LV Stadium Events Company, LLC, a Nevada limited liability company (“Seller”), is the seller under that Stadium Land Dedication Agreement, dated as of [], 20[] by and between Seller and Transferee;
- (b) Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
- (c) Transferor’s U.S. employer or tax (social security) identification number is [].
- (d) Transferor is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).
- (e) the address for Transferor is [].

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

“TRANSFEROR”

[],
a [] []

By: _____
Name: _____
Title: _____
Date: _____, 20[]