

PERSONAL SEAT LICENSE MARKETING AND SALES  
AGREEMENT

BY AND BETWEEN

CLARK COUNTY STADIUM AUTHORITY

AND

~~TEAMCO~~ RAIDERS FOOTBALL CLUB, LLC

DATED AS OF \_\_\_\_\_, 2018

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS .....	2
Section 1.1    Defined Terms .....	2
ARTICLE II APPOINTMENT OF AGENT; SCOPE OF SERVICES .....	2
Section 2.1    Appointment of TeamCo as PSL Agent .....	2
Section 2.2    Efforts; Marketing Plan .....	3
Section 2.3    Provision of Technical and Professional Services .....	3
Section 2.4    PSL Sales Agreements .....	3
Section 2.5    Marketing Materials .....	5
Section 2.6    Purchase and Sale Agreement .....	5
Section 2.7    Standard of Performance .....	5
Section 2.8    Representations and Warranties .....	6
ARTICLE III TERM OF AGREEMENT; TERMINATION .....	9
Section 3.1    Term of Agreement .....	9
Section 3.2    Basis for Termination .....	9
Section 3.3    Effect of Termination .....	9
ARTICLE IV PSL PROCEEDS .....	10
Section 4.1    Payments .....	10
Section 4.2    No Liens .....	10
ARTICLE V BUDGET .....	10
Section 5.1    PSL Budget .....	10
ARTICLE VI COMPENSATION AND PAYMENT .....	11
Section 6.1    Cost Reimbursement .....	11
Section 6.2    Compensation .....	11
ARTICLE VII ASSIGNMENT AND SUBCONTRACTING OF AGREEMENT .....	12
Section 7.1    TeamCo .....	12
Section 7.2    The Authority .....	12
ARTICLE VIII CONFIDENTIALITY .....	13
Section 8.1    Confidentiality .....	13
ARTICLE IX USE OF AUTHORITY MARKS AND ARCHITECTURAL IMAGES .....	13
Section 9.1    Certain Definitions .....	13

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

**TABLE OF CONTENTS**  
**(continued)**

	<u>Page</u>
Section 9.2 License of Authority Marks and Architectural Images to PSL Agent .....	13
Section 9.3 Trademark Use Guidelines .....	13
Section 9.4 Modification of Licensed Trademarks .....	14
Section 9.5 Request for Licensed Trademark Usage Documentation .....	14
Section 9.6 Confirmation of Licensorship .....	14
Section 9.7 Registrations; Notices; Enforcement .....	15
ARTICLE X SUBLICENSING .....	15
Section 10.1 Sublicensing .....	15
ARTICLE XI RIGHT TO INSPECT RECORDS OF THE PSL AGENT .....	15
Section 11.1 Right to Inspect .....	15
ARTICLE XII NON-DISCRIMINATION .....	16
Section 12.1 Employee Non-Discrimination .....	16
Section 12.2 PSL Purchaser Non-Discrimination .....	16
ARTICLE XIII INDEMNIFICATION .....	16
Section 13.1 Indemnification and Payment of Damages by PSL Agent .....	16
ARTICLE XIV INSURANCE .....	16
Section 14.1 Insurance .....	16
ARTICLE XV MISCELLANEOUS .....	16
Section 15.1 Amendments .....	16
Section 15.2 Entire Agreement .....	17
Section 15.3 No Presumption Against Drafter .....	17
Section 15.4 Severability .....	17
Section 15.5 Relationship of Parties .....	17
Section 15.6 Incorporation by Reference .....	17
Section 15.7 Waiver .....	17
Section 15.8 Notice of Matters .....	18
Section 15.9 Form of Notices; Addresses .....	18
Section 15.10 Calculation of Time .....	19
Section 15.11 Headings .....	19

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

**TABLE OF CONTENTS**  
**(continued)**

	<u>Page</u>
Section 15.12 Additional Documents and Approval .....	19
Section 15.13 Governing Law .....	19
Section 15.14 Third Party Beneficiaries .....	19
Section 15.15 Conformity with the Act .....	19
Section 15.16 Execution in Counterparts and Delivery of Electronic Signatures .....	19
Section 15.17 Conflicts of Interest .....	19
ARTICLE XVI DISPUTE RESOLUTION .....	20
Section 16.1 Dispute Resolution .....	20
Section 16.2 Forum Selection; Waiver of Jury Trial .....	20
Section 16.3 Injunctive Relief; Specific Performance .....	20
Section 16.4 Remedies Cumulative .....	20

**SCHEDULES AND EXHIBITS**

SCHEDULE 1 = DEFINITIONS

EXHIBIT A = INSURANCE COVERAGE REQUIREMENTS

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use,  
Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

## PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT

This **PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT** (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between the ~~Clark County Stadium Authority~~ CLARK COUNTY STADIUM AUTHORITY, a body corporate and politic and political subdivision of Clark County, Nevada (the “Authority”), and ~~[TEAMCO], a [ ]~~ RAIDERS FOOTBALL CLUB, LLC, a Nevada limited liability company (“TeamCo”).

### RECITALS

A. TeamCo owns the National Football League (together with any successor or assignee thereof, the “NFL”) member club currently known as the Oakland Raiders (as such NFL member club may be renamed from time to time, the “Team”).

B. In 2016, the Nevada legislature, finding that the expenditure of public money for the acquisition, construction, lease, improvement, equipping, operation and maintenance, financing, and long-term use of a multi-purpose stadium and related infrastructure (the “Stadium”) 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 (the “University” or “UNLV”), and 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 in Clark County, Nevada (the “County”).

C. The Nevada legislature provided for the public financing of the Stadium, in conjunction with contributions by TeamCo and certain other private contributions, and for tax-exempt ownership of such Stadium by the Authority.

D. In furtherance of the purposes of the Act, (i) the Authority and LV Stadium Events Company, LLC, a Nevada limited liability company affiliated with TeamCo (“StadCo”) are entering into that certain Development Agreement dated [\_\_\_\_], 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Development Agreement”) pursuant to which the Stadium, to be owned by the Authority, is to be constructed in the County, and (ii) the Authority and StadCo are entering into that certain Stadium Lease Agreement dated \_\_\_\_\_, 2018 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Stadium Use Agreement”) concerning the long-term use of the Stadium. This Agreement must be concurrently executed with the Development Agreement and the Stadium Use Agreement.

E. The Authority is the sole owner of the right to sell personal seat licenses (“PSLs”) with respect to seating in the Stadium for pre-season, regular season, and post-season games played by the Team in the Stadium (excluding the Super Bowl) (“Team Games”) ~~and other events including, home games of the football team of the University (“UNLV Games”) or other events such as concerts or civic events].~~ Pursuant to the terms of the Act, the Authority is permitted to appoint TeamCo as its agent to market and sell PSLs on behalf of the Authority. The net proceeds from the sale of PSLs shall be used as a component of the financing for the construction of the Stadium. The Parties intend and understand that, as further provided in

Section 6.1 of this Agreement, all obligations of the Authority in respect of costs and expenses in connection with the PSL program provided for in this Agreement shall be funded by, and shall be payable solely from, the proceeds of sales of the PSLs to PSL Licensees (as defined herein) or, as applicable, the proceeds generated by the sale of PSL revenues to the Stadium Funding Trust (as defined herein) by the Authority pursuant to the PSL Purchase Facility referred to below.

F. In connection with the construction, financing, operation, and long-term use of the Stadium, Funding Trust I, a statutory trust and bankruptcy remote special purpose entity established under the laws of the State of Delaware (the “Stadium Funding Trust”), has entered into a senior secured multi-draw construction term loan facility (the “Initial Senior Secured Facility”) pursuant to the terms of definitive loan documents relating to the Senior Secured Facility (as defined herein), including, among other things, credit agreements, and pledge, security, and other related definitive documents (collectively, the “Initial Senior Secured Facility Loan Documents”), pursuant to which the Stadium Funding Trust will, among other things, (i) borrow funds, (ii) provide funds under the PSL Purchase Facility (as defined herein) to the Authority for use in connection with the Stadium project, (iii) enter into a purchase and sale agreement with the Authority (the “Purchase and Sale Agreement”) providing for the sale of PSL revenues by the Authority to, and purchase of PSL revenues by, the Stadium Funding Trust pursuant to a “true sale” sale transaction (the “PSL Purchase Facility”), and (iv) provide funds under the PSL Purchase Facility to the Authority for use by the Authority to pay for, among other things, all other costs and expenses of the Authority (subject to Section 6.1 of this Agreement) in connection with the PSLs and such “true sale” transaction.

G. Pursuant to the terms of the Act, the Authority enters into this Agreement to retain the TeamCo to act as the Authority’s agent in marketing and selling the PSLs to PSL Licensees.

**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 TeamCo covenant and agree as follows:

## **ARTICLE I DEFINITIONS**

Section 1.1 Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1 to this Agreement, except where otherwise stated. Schedule 1 also contains rules of usage applicable to this Agreement.

## **ARTICLE II APPOINTMENT OF AGENT; SCOPE OF SERVICES**

Section 2.1 Appointment of TeamCo as PSL Agent. Subject to the terms of this Agreement, during the Sales Term the Authority hereby appoints TeamCo to serve, and TeamCo shall act as, the Authority’s exclusive agent (in such capacity, the “PSL Agent”), with the right to appoint subagents pursuant to the terms hereof (each, a “Subagent”), for the marketing of, solicitation of orders for, and sales of, PSLs and the execution and delivery of PSL Sales

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

Agreements on the forms approved by the Authority as provided in Section 2.4 of this Agreement and any related PSLs. The PSLs will be sold with respect to seating in the Stadium for Team Games. The PSL Agent shall use commercially reasonable efforts to sell, or cause to be sold, all of the PSLs for an aggregate purchase price of no less than \$[\_\_\_\_] million. In the event that a PSL shall terminate due to a default by the PSL Licensee under the applicable PSL Sales Agreement, the PSL Agent shall use commercially reasonable efforts to sell, or cause to be sold, a new PSL with respect to the applicable PSL Seat (each such new PSL, a “Replacement PSL”).

Section 2.2 Efforts; Marketing Plan. During the Sales Term, the PSL Agent shall market, solicit orders for, and sell PSLs in accordance with the Marketing Plan. In particular, the PSL Agent shall be responsible for the following:

(a) the PSL Agent shall or shall cause its Subagent to, on an annual basis on or before January 1<sup>st</sup> of the relevant year, develop a plan for the marketing and promotion of PSLs for each calendar year during the Sales Term (each, a “Marketing Plan”); *provided* that, with respect to the first calendar year (or any remaining portion thereof) of the Sales Term, the PSL Agent shall develop a Marketing Plan within ninety (90) days after the Effective Date. The Authority shall retain the right to review, comment on, and approve each Marketing Plan, which review, comment, and approval shall be accomplished by the Authority in a timely manner; and

(b) the PSL Agent shall or shall cause its Subagent to establish a marketing and sales center, with the PSL Agent as principal and not as an agent of the Authority, for use with respect to the PSL Agent’s obligations under this Agreement, currently anticipated to be located at Town Square, 6649 Las Vegas Boulevard, South, Space B-117 Las Vegas, Nevada 89119, or such other location as may be determined by the PSL Agent (the “Sales Center”).

Neither TeamCo nor the PSL Agent nor any Subagent shall make any promises or commitments on behalf of the Authority or act in any way that suggests it has authority to bind the Authority, except in its limited capacity as PSL Agent, subject to the terms of this Agreement. The Authority shall, pursuant to and subject to the limitations provided for in Section 6.1 of this Agreement, pay or reimburse the PSL Agent for all of the costs and expenses incurred in connection with the marketing of, solicitation of orders for, and sales of PSLs, and the execution and delivery of PSL Sales Agreements and any related PSLs, in each case as PSL Costs to the extent such are included in the PSL Budget, including costs and expenses relating to the preparation of each Marketing Plan and to the establishment, maintenance, and operation of the Sales Center.

Section 2.3 Provision of Technical and Professional Services. The PSL Agent shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise to satisfactorily complete the work required by the Authority under this Agreement at no risk to the Authority.

Section 2.4 PSL Sales Agreements. The PSL Agent shall develop standardized forms of contracts for the sale of PSLs (such contracts, the “PSL Sales Agreements”), which forms of contract shall be subject to the approval of (i) the Authority, (ii) the Stadium Funding Trust, and (iii) the collateral agent under the Senior Secured Facility. Each PSL Sales Agreement shall

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

provide, among other things, (A) that any PSL related to such PSL Sales Agreement does not grant or provide the PSL Licensee with any property right, nor does it grant or provide any ownership or other equity interest in the Stadium, (B) for a release and indemnification of the Authority and its directors, officers, employees, and agents from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury or property damage occurring in or upon the Stadium or related Authority property in connection with the PSL Licensee's use of any applicable PSL, (C) that the PSL Agent or a Subagent executes and delivers such PSL Sales Agreement on behalf of the Authority as agent (and not as principal) of the Authority, but only if such executed PSL Sales Agreement is in the form approved by the Authority (as set forth in clause (i) immediately above in this Section 2.4), (D) that the interest of the Authority in such PSL Sales Agreement and revenues associated therewith may from time to time be sold, transferred or otherwise assigned (whether outright or for collateral purposes) to one or more third-parties, including the Stadium Funding Trust or any other lenders providing financing for the purchase of PSL revenues, and may be further collaterally assigned by the Stadium Funding Trust or any such other lender in connection with the Senior Secured Facility or other financing provided for the purchase of PSL revenues, (E) that the rights under any applicable PSL will not extend beyond the expiration or earlier termination of the Stadium Use Agreement, as the same may be renewed and/or extended pursuant to the terms thereof, (F) that TeamCo and not the Authority will be responsible for all refunds due to any PSL Licensee to the extent any PSL proceeds actually received by the Authority or the proceeds of any PSL Purchase Facility actually received by the Authority are not sufficient to pay such refunds, and (G) that the Authority will not be liable for monetary damages thereunder for any reason, including an actual or alleged nonperformance by any Person, including the Authority. Upon request of the Authority, the PSL Agent shall provide to the Authority certification that (1) such PSL Sales Agreement was executed by a duly authorized officer, employee or other individual on behalf of the PSL Agent or Subagent, as agent for the Authority, and (2) the PSL Agent has complied in all material respects with Applicable Law in the performance of its obligations under this Agreement.

To the extent TeamCo or StadCo has received a deposit from a potential PSL Licensee prior to the execution of a PSL Sales Agreement, TeamCo and/or StadCo shall cause such deposit to be transferred to the Clearing Account promptly following the entry into a PSL Sales Agreement with such PSL Licensee.

The PSL Agent shall timely and fully perform and comply with all material provisions, covenants, and other promises required to be observed by it under the PSL Sales Agreements in accordance with commercially reasonable standards. The PSL Agent shall not extend, amend, forgive, discharge, compromise, cancel or otherwise modify the terms of any PSL Sales Agreement without the prior written consent of (i) the Authority, (ii) the Stadium Funding Trust, and (iii) the collateral agent under the Senior Secured Facility (in each case, with such consent not to be unreasonably withheld, conditioned or delayed).

The PSL Agent shall maintain and implement administrative and operating procedures (including an ability to recreate records evidencing PSL Sales Agreements in the event of the destruction of the originals thereof), and keep and maintain all documents, books, computer



tapes, disks, records, and other information reasonably necessary or advisable for the collection of all PSL revenues (including records adequate to permit the daily identification of each PSL revenue and all collections with respect to each PSL revenue). The PSL Agent shall give prompt notice of any material change in its administrative and operating procedures referred to in the previous sentence to (i) the Authority, (ii) the Stadium Funding Trust, and (iii) the collateral agent under the Senior Secured Facility.

The PSL Agent shall deliver to the Authority, upon request, periodic reports setting forth the following: (i) the PSLs sold, (ii) any forecast for the PSLs to be sold, (iii) the amount of gross proceeds from sales of the PSLs collected, (iv) the aggregate PSL Costs and Commissions, (v) the amount of net proceeds from sales of the PSLs collected, (vi) a copy of all executed PSL Sales Agreements, (vii) records for the Clearing Account and the Collateral Account, (viii) a variance report, and (ix) any information, documents, records or reports with respect to PSL revenues and the PSL Sales Agreements that Stadium Funding Trust shall reasonably require. Copies of such reports shall also be made available, upon request, to Stadium Funding Trust and the lenders and collateral agent under the Senior Secured Facility. The PSL Agent shall also prepare and provide on behalf of the Authority as PSL Agent a comprehensive annual financial report relating to the PSL Sales Agreements and the PSL revenues, which report shall be delivered to (i) the Authority, (ii) the Stadium Funding Trust, and (iii) the collateral agent under the Senior Secured Facility within 150 days after the end of PSL Agent's fiscal year. The PSL Agent shall prepare on behalf of the Authority as PSL Agent quarterly revenue and expense statements relating to the PSL Sales Agreements and the PSL revenues, which statements shall be delivered to (i) the Authority, (ii) the Stadium Funding Trust, and (iii) the collateral agent under the Senior Secured Facility within 65 days after the end of each calendar quarter.

Section 2.5 Marketing Materials. The PSL Agent shall develop marketing materials for distribution to potential PSL Licensees ("Marketing Materials"). All Marketing Materials shall be submitted by the PSL Agent to the Authority for review, comment, and approval before use, which review, comment, and approval shall be accomplished by the Authority in a timely manner. The Authority shall own all right, title, and interest in and to the Marketing Materials, including all copyrights appurtenant thereto but excluding any rights in or to any Team IP, and the PSL Agent hereby assigns all right, title, and interest in and to the Marketing Materials to the Authority including all intellectual property rights therein but expressly excluding any Team IP. The Authority hereby grants to the PSL Agent the exclusive right, during the Sales Term, to use the Marketing Materials in connection with its marketing and sale of the PSLs and in accordance with this Agreement.

Section 2.6 Purchase and Sale Agreement. TeamCo will perform all obligations of the Authority set out in the Purchase and Sale Agreement and the Authority PSL Account Agreement, and the Authority shall cooperate, at TeamCo's cost and expense, with TeamCo in the performance of all such obligations.

Section 2.7 Standard of Performance. The PSL Agent and each Subagent will perform all services under this Agreement in accordance with Applicable Law. As further provided in Article VII, the PSL Agent has the right to utilize any Subagent(s) to carry out the functions and obligations of the PSL Agent under this Agreement (subject to the provisions of Article VII

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

regarding the responsibility of the PSL Agent for its Subagents), including the matters referred to in Article IV, and all such Subagents shall comply with all applicable terms and conditions of this Agreement and the use thereof by the PSL Agent shall not release the PSL Agent or TeamCo from any obligations under this Agreement. The Authority has the right to utilize agent(s) and/or representative(s) on its behalf for administration of, and carrying out of, the functions and obligations of the Authority under this Agreement, *provided* that the Authority shall require its agent(s) and representative(s) to comply with all applicable terms and conditions of this Agreement; and the Authority shall be fully responsible for the acts and omissions of its agent(s) and representative(s). The use by the Authority of agent(s) and representative(s) shall not relieve the Authority of any obligations under this Agreement. The Authority shall be permitted to utilize only one such agent or representative at any one time, and shall notify the PSL Agent of the selection and designation of each such agent or representative in writing to the PSL Agent at least ten (10) days prior to the effectiveness thereof. The Authority shall have the right to change (or revoke) such selection and designation from time to time on at least five (5) days prior written notice to the PSL Agent. Each written approval, decision, determination or action by such agent or representative on behalf of the Authority shall be binding on the Authority and the PSL Agent shall be entitled to rely thereon, and such binding nature shall not be affected by any subsequent change or revocation of the selection and designation by the Authority of any of its agent(s) and representative(s). Without limitation of the other applicable provisions of this Agreement, whenever this Agreement provides for the approval or Consent by the Authority, such approval or Consent shall not be unreasonably withheld, conditioned or delayed.

Section 2.8 Representations and Warranties. The PSL Agent makes the following representations and warranties on the date hereof and on the dates set forth in any Notice of Sale executed by the PSL Agent in connection with the Purchase and Sale Agreement (capitalized terms used in this Section 2.8 and not otherwise defined in this Agreement shall have the meanings given to such terms in the Purchase and Sale Agreement):

(a) Organization and Good Standing. The PSL Agent is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has the organizational power and authority to execute, deliver, and perform its obligations under this Agreement and, in all material respects, to own its property and conduct its business as such properties are presently owned and as such business is presently conducted.

(b) Due Qualification. The PSL Agent is validly existing, is duly qualified to do business, is in good standing and has obtained all necessary licenses and approvals in each jurisdiction in which the failure to so qualify or to obtain such license or approval would be reasonably likely to have a material adverse effect.

(c) Due Authorization. The execution, delivery, and performance of this Agreement have been duly authorized by the PSL Agent by all necessary organizational action on the part of the PSL Agent.

(d) Binding Obligation. This Agreement has been duly executed and delivered by the PSL Agent and constitutes a legal, valid, and binding obligation of the PSL Agent

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditor<sup>2</sup>'s rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in law or at equity).

(e) No Violation. To the PSL Agent<sup>2</sup>'s knowledge with respect to matters in this clause (e) that relate to the Authority, the consummation of the transactions contemplated by this Agreement and the Purchase and Sale Agreement and the fulfillment of the terms hereof and thereof do not in any material way conflict with, result in any material breach by the PSL Agent or the Authority, respectively, of any of the material terms and provisions of, nor constitute (with or without notice or lapse of time) a material default by the PSL Agent or the Authority, respectively, under any indenture, agreement or other instrument to which the PSL Agent or the Authority, respectively, is a party or by which it shall be bound; nor violate, to the PSL Agent<sup>2</sup>'s knowledge, any law, order, rule or regulation applicable to the PSL Agent or the Authority, respectively, of any court or of any federal or state regulatory body, administrative agency or other federal or state instrumentality having jurisdiction over the PSL Agent or the Authority, respectively, that would reasonably be expected to have a material adverse effect.

(f) No Proceedings. There are no material proceedings or investigations pending or, to the PSL Agent<sup>2</sup>'s knowledge, threatened against the PSL Agent or the Authority, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the PSL Agent or the Authority: (i) asserting the invalidity of this Agreement or the Purchase and Sale Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or the Purchase and Sale Agreement, or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement or the Purchase and Sale Agreement.

(g) No Consents. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement or the Purchase and Sale Agreement, except for those which have been obtained and are in full force and effect.

(h) Purchase and Sale Agreement. The PSL Agent has reviewed the terms of the Purchase and Sale Agreement and the transactions contemplated thereby and has made such investigations as it has deemed necessary to make the representations contained herein with respect to the Authority and the Purchase and Sale Agreement.

(i) Perfection; Good Title. Immediately preceding each Purchase under the Purchase and Sale Agreement, the Authority is the owner of the PSL Tranche of PSL Revenues, as such PSL Revenues may be in existence from time to time, to be sold by it pursuant to such Purchase, free and clear of all Adverse Claims (other than any Adverse Claim arising hereunder or under the Credit Agreement). The Purchase and Sale Agreement constitutes a valid sale, transfer, and assignment of the PSL Tranches of PSL

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

Revenues to the Purchaser and, upon each Purchase, the Purchaser shall acquire a valid and enforceable perfected first priority ownership interest or a first priority perfected continuing security interest in the PSL Tranche of PSL Revenues sold on the date of such Purchase, free and clear of any Adverse Claim (other than pursuant to the Purchase and Sale Agreement or the Credit Agreement) and enforceable as against creditors of and purchasers from the Authority. The PSL Revenues constitute “general intangibles,” “accounts” or “payment intangibles” within the meaning of UCC Section 9-102. Upon each Purchase, the transfer or security interest in the PSL Tranche of PSL Revenues sold to the Purchaser will be perfected under the UCC.-

(j) Fair Value. With respect to each PSL Tranche of PSL Revenues sold under the Purchase and Sale Agreement, (i) the consideration received from the Purchaser in respect of such PSL Tranche of PSL Revenues represents adequate consideration and fair and reasonably equivalent value for such PSL Tranche as of the applicable Purchase Date, and (ii) based upon the terms of the PSL Marketing and Sales Agreement, such consideration, together with the benefit to the Authority from the transactions contemplated by the Transaction Documents, is not less than the fair market value of such PSL Tranche of PSL Revenues, in each case, as of the applicable Purchase Date. No transfer of a PSL Tranche of PSL Revenues was or is made for or on account of an antecedent debt owed by the Authority to the Purchaser, and no such transfer was and is voidable or subject to avoidance under any Debtor Relief Law.

(k) Principal Place of Business; Chief Executive Office; Location of Records. The principal place of business, chief executive office, and the offices where the Authority keeps all its books and records are located at the address described in Section 8.02 of the Purchase and Sale Agreement.

(l) Material Adverse Effect. No event has occurred that alone or together with other events could reasonably be expected to have a Material Adverse Effect. The PSL Agent has no knowledge of any judgment, tax or statutory lien filings against the Authority which would reasonably be expected to have a Material Adverse Effect.

(m) No Event of Default. To the PSL Agent's knowledge after due inquiry and investigation, no event has occurred and is continuing and no condition exists which constitutes an Event of Default by the Authority.

(n) Clearing Account. All PSL Licensees have been instructed pursuant to the terms of the PSL Contracts or otherwise to make payment to the Clearing Account.

(o) Bulk Sales/Consumer Laws. No transaction contemplated by the Purchase and Sale Agreement requires compliance with any bulk sales act or similar law. The PSL Contracts and the offering of the PSL's to potential PSL Licensees complies with the consumer laws of the jurisdictions in which they are offered.

(p) Lack of Intent to Hinder, Delay or Defraud. The Authority has not sold, and will not sell, any interest in any PSL Revenues with any intent to hinder, delay or defraud any of its creditors.

(q) PSL Revenues. The PSL Agent has no knowledge of any fact that would cause it or should have caused it to expect any payments on the PSL Revenues not to be paid in full when due.

### **ARTICLE III TERM OF AGREEMENT; TERMINATION**

Section 3.1 Term of Agreement. This Agreement, and the rights and obligations established thereby, is effective as of \_\_\_\_\_, 2018 (the “Effective Date”) and expires on the earlier to occur of (i) the Term Expiration Date (as defined in the Stadium Use Agreement), or (ii) December 31<sup>st</sup> of the calendar year during which the [tenth (10<sup>th</sup>) anniversary] of the date on which the first Team Game is played at the Stadium, unless in either case this Agreement is terminated as set forth herein (the “Sales Term”). Promptly following the completion of the Sales Term, the PSL Agent shall submit to the Authority a final report on the PSL sales program, including the information set forth in Section 4.1 and such other information as the Authority may reasonably request.

Section 3.2 Basis for Termination. This Agreement may be terminated at any time during the Sales Term:

- (a) upon the mutual written agreement of the Parties;
- (b) automatically upon the termination of the Stadium Use Agreement; or
- (c) by the Authority, upon (i) the adjudication of TeamCo as bankrupt, or TeamCo suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, making a general assignment for the benefit of creditors or suffering the filing of a voluntary or involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate; or (ii) the material breach of this Agreement by TeamCo, which failure is not cured within thirty (30) days after TeamCo receives notice of such breach from the Authority.

Section 3.3 Effect of Termination.

(a) Upon any termination or expiration of this Agreement, for whatever reason, then, in any such case, all of the TeamCo<sup>2's</sup> (and PSL Agent<sup>2's</sup>) rights hereunder regarding the PSLs and the use of the Authority Marks, Architectural Images (each as defined below), and the Marketing Materials shall automatically terminate and automatically revert to the Authority, effective as of such time, and TeamCo and the PSL Agent shall have no further rights thereto under the terms of this Agreement.

(b) The termination or expiration of this Agreement shall not release or relieve any Party from any obligations or liabilities incurred prior to or as a result of such termination or expiration.

(c) Upon any termination or expiration of this Agreement, the PSL Agent shall provide to the Authority a copy of all PSL Sales Agreements that have not already been delivered to the Authority.

(d) Notwithstanding any termination or expiration of this Agreement, the provisions of Articles VI (to the extent amounts are due), VIII, XI, XIII, XIV, and XVI and Sections 2.7, 3.3 and 4.2, shall survive any such termination or expiration of this Agreement. The representations and warranties in Section 2.8 shall continue and remain in full force and effect until such time as all obligations of the Authority under the Purchase and Sale Agreement have been finally and fully paid and performed.

#### **ARTICLE IV PSL PROCEEDS**

Section 4.1 Payments. During the Sales Term, the PSL Agent is authorized to enter into PSL Sales Agreements with PSL Licensees on behalf of the Authority so long as such PSL Agreements are in the form approved by the Authority pursuant to the terms of Section 2.4 hereof, and to process payments in connection therewith in accordance with the terms of the Senior Secured Facility Loan Documents and this Agreement. The PSL Agent shall, pursuant to the PSL Sales Agreements, direct all PSL Licensees to make payments due under the PSL Sales Agreements to the Clearing Account, which payments shall be subject to further transfer by the collateral agent under the Senior Secured Facility to a specified collateral account established pursuant to the terms of the Senior Secured Facility Loan Documents and Section 4.2 below (the “Collateral Account”). The PSL Agent shall maintain an accurate accounting and records of all PSL deposits and sales. The PSL Agent shall deliver the reports set forth in Section 2.4. All costs of establishing, maintaining, and securing (to the PSL Agent’s and the Authority’s reasonable satisfaction) the Clearing Account and the Collateral Account shall be included in the PSL Budget and reimbursed as provided in, and subject to the limitations provided in, Section 6.1 below.

Section 4.2 No Liens. The PSL Agent shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon (or grant the right to file any financing statement against), or with respect to, any payments due under the PSL Sales Agreements or the Collateral Account, or assign any right to receive income in respect thereof, except as expressly allowed herein.

#### **ARTICLE V BUDGET**

Section 5.1 PSL Budget. Following the Effective Date of this Agreement, the PSL Agent shall promptly prepare a budget, on an annual basis on or before [\_\_\_\_\_] of the relevant year, for the costs and expenses incurred to perform the marketing and promotion of

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~



PSLs for each year hereunder (“PSL Budget”) identifying projected costs associated with the PSL Agent’s performance of services under this Agreement, consistent with the Senior Secured Facility Loan Documents. The Authority shall review, comment on, and approve the original and each updated PSL Budget for consistency with the terms of this Agreement which review, comment, and approval shall be accomplished by the Authority in a timely manner. The Authority shall, pursuant to, and subject to the limitations provided for in, Section 6.1, reimburse the PSL Agent and its Subagents for all of the costs and expenses incurred in connection with preparing the PSL Budget. PSL Budget costs and expenses shall include salaries of dedicated personnel who are performing services under this Agreement, including Authority staff or contractors who are performing services related to PSLs (to the extent costs and expenses of such staff or contractors can be properly segregated and allocated to the activities of the Authority related to PSL sales or the PSL Purchase Facility), and costs of feasibility studies, an equitable share of the costs and expenses of the Sales Center, preparation of Marketing Plans and PSL Budgets, creation of Marketing Materials, all other fees, costs, and expenses related to PSLs, and other items identified in the PSL Budget. Only the costs and expenses incurred by the PSL Agent or the Authority with respect to PSL sales shall be (i) included in the PSL Budget, and (ii) as incurred, reimbursable as PSL costs and expenses to the extent included in the PSL Budget (“PSL Costs”), pursuant to, and subject in any event to the limitations provided for in, Section 6.1. The PSL Budget shall be updated from time to time as circumstances warrant.

## **ARTICLE VI COMPENSATION AND PAYMENT**

Section 6.1 Cost Reimbursement. The Authority shall reimburse the PSL Agent, and the PSL Agent shall be solely responsible for reimbursing any Subagent (to the extent such Subagents are not directly reimbursed by the Authority) pursuant to the Senior Secured Facility Loan Documents, for the PSL Costs incurred consistent with the PSL Budget throughout the Sales Term (including the costs and expenses provided for in Sections 2.2, 4.1, 5.1, 13.1 and 14.1). The PSL Agent shall compile and submit to the Authority, and the Authority shall submit to the appropriate Person as designated in the Senior Secured Facility Loan Documents, an invoice and copies of all requisite receipts and other documentation reasonably required to verify PSL Costs incurred by the PSL Agent or its Subagents in performing services under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the obligations of the Authority under this Section 6.1 and Section 6.2 and for all PSL Costs in this Agreement otherwise required to be paid by the Authority pursuant to the terms of this Agreement (including, the costs and expenses provided for in Sections 2.2, 4.1, 5.1, 13.1, and 14.1) shall be payable solely from, and the source of payments of such obligations shall in any event be limited to, the aggregate of the applicable amounts paid by the PSL Licensees under the PSL Sales Agreements constituting proceeds of sales to such PSL Licensees of PSLs to the extent and only to the extent, such amounts and proceeds are actually received by the Authority, or, as applicable, in the case of the sales of the rights to receive PSL revenues under such PSL Sales Agreements pursuant to the PSL Purchase Facility, the proceeds generated from the sale of PSL revenues to Stadium Funding Trust by the Authority to the extent, and only to the extent, such proceeds are actually received by the Authority, and the Authority shall otherwise have no liability for any PSL Costs hereunder.

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

Section 6.2 Compensation. In addition to reimbursement of the PSL Costs incurred by the PSL Agent and/or its Subagents pursuant to Section 6.1 above, the PSL Agent and/or the PSL Agent's Subagent(s), as applicable, will receive commissions for sales of PSLs sold by the PSL Agent or its Subagent(s) (the "Commissions"), as determined pursuant to this Section 6.2 and the Senior Secured Facility Loan Documents. Payment of Commissions earned hereunder shall be as specified in or with reference to the terms and conditions of the Senior Secured Facility Loan Documents and may be based on the attainment of certain performance benchmarks by the PSL Agent and/or its Subagent(s). Prior to the commencement of PSL sales, the PSL Agent shall enter into appropriate agreements with each Subagent which establish performance benchmarks on which to base the payment of all or a portion of the Commissions to be received by such Subagent. Such performance benchmarks shall take into account the applicable PSL pricing structure, prepayments and other factors and may be subject to adjustment from time to time. Any performance benchmarks applicable to Commissions payable to the PSL Agent and any Subagent shall be subject to review and approval by the Authority. The obligations of the Authority under this Section 6.2 shall be subject to the limitations provided for in Section 6.1.

## ARTICLE VII ASSIGNMENT AND SUBCONTRACTING OF AGREEMENT

Section 7.1 TeamCo. TeamCo may not assign, transfer, or otherwise dispose of or encumber any of its rights or duties hereunder without the prior written Consent of the Authority; provided, however that nothing in this Agreement shall prevent the PSL Agent from utilizing the services of such Subagents as it deems reasonably appropriate to perform its obligations under this Agreement; provided, further that the PSL Agent shall require its Subagents to comply with all applicable terms and conditions of this Agreement, and any applicable Senior Secured Facility Loan Documents, in providing such services; and provided, further that the Authority agrees that this Agreement may be assigned by TeamCo without the Consent of the Authority as permitted in Sections 17.1(b)(i), (ii) or (vi) of the Stadium Use Agreement as if TeamCo were StadCo as described in such sections, as applicable. TeamCo shall be wholly responsible for the acts and omissions of the PSL Agent and any Subagents, and use of the PSL Agent and such Subagents shall not relieve TeamCo of any of its obligations under this Agreement. In each such case of an assignment permitted under this Agreement, TeamCo shall furnish the executed assignment and assumption agreement for such transaction to the Authority, and the assignee therein shall, from and after the effectiveness of such assignment and assumption agreement, be a party to this Agreement as successor to TeamCo and TeamCo shall, to the extent so assigned and assumed, be released from its obligations under this Agreement relating to periods after such assignment. Notwithstanding any such assignment and assumption transactions, the assignor shall continue to be entitled to the benefits of Sections 2.2, 4.1, 5.1, Article VI, and Sections 13.1 and 14.1 with respect to facts and circumstances occurring prior to the effective date of such assignment and assumption.

Section 7.2 The Authority. The rights and duties of the Authority under this Agreement (including any determinations made or actions taken on behalf of the Authority by its agent(s) and representative(s) pursuant to Section 2.6 above) shall inure to the benefit of and be binding upon any successor to the Authority without any further action or approval by TeamCo.

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~



## ARTICLE VIII CONFIDENTIALITY

Section 8.1 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, contract pricing or other information developed or received by or for TeamCo or the Authority related to the sale of the PSLs (other than Marketing Materials) and all other written information submitted to TeamCo in connection with the performance of this Agreement shall be held as confidential information to the extent required by Applicable Law, including laws of privacy and trade secrets, and shall not be used for any purposes other than the performance of the obligations of the Parties under this Agreement or the Senior Secured Facility Loan Documents (or as provided pursuant to NFL requirements applicable to TeamCo or the Team), nor be disclosed to any Party not associated with performance and consummation of such obligations unless required by Applicable Law, or the information that would otherwise be deemed confidential has otherwise (i) been previously publicly disclosed, without the benefit of an agreement of confidentiality, by the disclosing Person, (ii) become public knowledge without the breach of the receiving Party hereunder or (iii) been independently developed by the receiving Party without use of the other Party's confidential information. The PSL Agent agrees to require its subagents to comply with this provision.

## ARTICLE IX USE OF AUTHORITY MARKS AND ARCHITECTURAL IMAGES

Section 9.1 Certain Definitions. The capitalized terms used in this Article IX and not otherwise defined in this Agreement shall have the meanings given to them in the Stadium Use Agreement, as applicable.

Section 9.2 License of Authority Marks and Architectural Images to PSL Agent. Subject to the terms and conditions of this Agreement, during the Sales Term, the Authority hereby grants to the PSL Agent, and the PSL Agent hereby accepts, an exclusive, nontransferable (subject to the terms of Section 7.1), royalty-free, sublicensable right to (i) use the Authority Marks for any lawful purpose for the sole purpose of executing the PSL Agent's rights and responsibilities under this Agreement, and (ii) use and exploit, including the right to reproduce, prepare derivative works, distribute, perform, display, and publish, the Architectural Images for any lawful purpose for the sole purpose of executing the PSL Agent's rights and responsibilities under this Agreement. The Authority shall not, and is not granting, any right or license herein to the PSL Agent for which it does not have the right to do so.

Section 9.3 Trademark Use Guidelines. The PSL Agent shall comply with all Applicable Law pertaining to the proper use and designation of Trademarks and with the Trademark Guidelines set forth from time to time by the Authority with respect to the appearance and manner of use of the Trademarks licensed by the Authority hereunder (the "Licensed Trademarks"), which rules and practices are provided or otherwise made available to the PSL Agent in written or electronic form.

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

Section 9.4 Modification of Licensed Trademarks. The PSL Agent shall not be permitted to modify or alter the Licensed Trademarks without prior written approval of the Authority. In using any Licensed Trademarks of the Authority, the PSL Agent shall indicate that such Licensed Trademarks are Licensed Trademarks of the Authority and shall cause to appear such legends, markings, and notices as may be reasonably requested by the Authority in order to give appropriate notice that such Licensed Trademarks are owned by the Authority and licensed hereunder. Any use of such Licensed Trademarks not specifically provided for by the Trademark Guidelines (including any uses not contemplated by the Trademark Guidelines, any uses in contravention of such rules and practices, and any clarifications of the Trademark Guidelines) shall be utilized by the PSL Agent only upon the prior written approval of the Authority.

Section 9.5 Request for Licensed Trademark Usage Documentation. At the Authority's reasonable request, the PSL Agent agrees to furnish from time to time to the Authority for the Authority's inspection and judgment of quality and design, true, representative samples of any written or other graphic matter bearing any of the Licensed Trademarks. On written notification by the Authority, the PSL Agent shall promptly correct any use of such Licensed Trademarks that the Authority determines does not comply with the Trademark Guidelines and/or proper trademark usage as set forth herein or which, in the good faith opinion of the Authority, detracts from the goodwill and reputation of such Licensed Trademarks, contributes to such Licensed Trademarks losing trademark significance, or impairs the Authority's right to use such Licensed Trademarks. The Authority cannot require the PSL Agent to modify previously approved uses or materials, except: (i) pursuant to changes in Applicable Law, as required by a court or other authority in a decision regarding the Licensed Trademarks, or as part of a settlement of a dispute involving the Licensed Trademarks, in which case the PSL Agent shall have a reasonable work out period to exhaust then-current materials using the Licensed Trademark and the PSL Agent's costs in making changes necessary to comply with the change in Applicable Law shall form part of the PSL Budget (unless such work out period would violate Applicable Law, decision or settlement, in which case the PSL Agent shall modify such materials and the PSL Agent's costs in modifying such materials and in making changes necessary to comply with the change in Applicable Law, decision or settlement shall form part of the PSL Budget); and (ii) pursuant to changes in the Trademark Guidelines (other than as a result of a change in Applicable Law, decisions or settlements) in which case the PSL Agent shall have a reasonable work out period to exhaust then-current materials using the Licensed Trademarks and the PSL Agent's costs in making changes necessary to comply with the new Trademark Guidelines shall form part of the PSL Budget.

Section 9.6 Confirmation of Licensorsip. The PSL Agent acknowledges and agrees that all rights accruing from the use of the Authority Marks and Architectural Images, including any goodwill, inures to the benefit of the Authority and will be the exclusive property of the Authority. To the extent any right in or to any Authority Marks or Architectural Images or in the goodwill associated therewith is deemed to accrue to the PSL Agent, including as a result of any joint development, the PSL Agent hereby assigns such right and goodwill to the Authority for no additional consideration, subject to all rights, obligations, and interests of the Parties set forth herein. At the request of the Authority, the PSL Agent will take all actions and execute and deliver all documents necessary or desirable to secure or preserve the Authority's right, title, and

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

interest in and to the Authority Marks and Architectural Images. Statements herein regarding the ownership of any Authority Marks and Architectural Images or with respect to the right, title or interest in or to any Authority Marks and Architectural Images are intended to allocate and confirm rights among the Parties and are not a representation or warranty with respect to any Authority Marks and Architectural Images.

Section 9.7 Registrations; Notices; Enforcement. The registration, notice, and enforcement sections of the Stadium Use Agreement applicable to Authority Marks and Architectural Images shall apply to this Agreement, mutatis mutandis.

## ARTICLE X SUBLICENSING

Section 10.1 Sublicensing. **EXCEPT AS OTHERWISE AGREED UPON BY THE PARTIES IN WRITING, TEAMCO SHALL BE LIABLE FOR ALL ACTIONS OR INACTIONS OF EACH OF ITS SUBCONTRACTORS, SUBAGENTS, AND SUBLICENSEES HEREUNDER, INCLUDING THE PSL AGENT AND ANY SUBAGENTS. TEAMCO SHALL CAUSE EACH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE, INCLUDING THE PSL AGENT AND ANY SUBAGENTS, BEFORE SUCH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE HEREUNDER EXERCISES ANY SUBCONTRACT, SUBAGENT OR SUBLICENSE RIGHTS, TO EXECUTE A WRITTEN AGREEMENT AGREEING TO BE BOUND BY THE APPLICABLE TERMS AND CONDITIONS OF THIS AGREEMENT APPLICABLE TO TEAMCO OR THE PSL AGENT, AS APPLICABLE. EACH SUCH SUBCONTRACT, SUBAGENT OR SUBLICENSE ARRANGEMENT SHALL SPECIFY THAT IT SHALL TERMINATE UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE TERMS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

## ARTICLE XI RIGHT TO INSPECT RECORDS OF THE PSL AGENT

Section 11.1 Right to Inspect. The Authority, through its authorized employees, representatives or agents, including any legislative auditor, shall have the right during the Sales Term and for three (3) years from the date of the termination or expiration of this Agreement, to audit the books and records of the PSL Agent relating to the revenues, costs, and expenses of the PSLs and the program associated therewith, in each case upon reasonable prior written notice, with such inspection to occur at a mutually convenient time and place. The PSL Agent agrees to maintain books and records with respect to such PSL matters in accordance with generally accepted accounting principles. In the event any amounts with respect to proceeds of sales of the PSLs are found to be due and owing to the Authority under this Agreement by the PSL Agent, the PSL Agent shall promptly pay such amounts. All such materials and information received by the Authority hereunder shall be held as confidential to the extent provided in Article VIII.

**ARTICLE XII  
NON-DISCRIMINATION**

Section 12.1 Employee Non-Discrimination. The PSL Agent shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

Section 12.2 PSL Purchaser Non-Discrimination. Furthermore, the PSL Agent shall not discriminate against any prospective PSL Licensee because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

**ARTICLE XIII  
INDEMNIFICATION**

Section 13.1 Indemnification and Payment of Damages by PSL Agent. To the fullest extent permitted by Applicable Law, TeamCo hereby agrees to protect, defend, hold harmless, and indemnify each Authority Indemnified Person and each Third Party Indemnified Person from and against any and all Damages resulting from a Claim, excluding, however, Damages to the extent resulting from (i) gross negligence or willful misconduct on the part of such Authority Indemnified Person or Third Party Indemnified Person or (ii) in the case of an Authority Indemnified Person, a material breach of the obligations of such Authority Indemnified Person under this Agreement.

**ARTICLE XIV  
INSURANCE**

Section 14.1 Insurance. During the Sales Term and for [\_\_\_\_\_] years thereafter (or for the longest term for which such insurance is available at a commercially reasonable rate), TeamCo shall purchase and maintain, or cause to be purchased and maintained, in full force and effect insurance policies with respect to employees, subcontractors, and Subagents and vehicles assigned to the performance of services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit A hereto. All premiums and other costs, expenses, and other amounts incurred by TeamCo, as PSL Agent, in connection with obtaining and maintaining such coverage shall be reimbursable to TeamCo, as PSL Agent as PSL Costs to the extent such are included in the PSL Budget, subject to the limitations provided in Section 6.1.

**ARTICLE XV  
MISCELLANEOUS**

Section 15.1 Amendments. No amendment or modification of this Agreement shall be valid unless (i) in writing and duly executed by the Authority and the PSL Agent and (ii) the prior written consent by the Stadium Funding Trust and the collateral agent under the Senior Secured Facility has been obtained.

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

Section 15.2 Entire Agreement. This Agreement represents the entire agreement between the Authority and TeamCo with respect to the subject matter set forth herein. Nothing in this Agreement is intended to supersede, modify or terminate the Development Agreement or the Stadium Use Agreement. No other understanding, agreements, conversations or otherwise, with any representative of the Authority or TeamCo prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon the Parties. Notwithstanding anything to the contrary set out herein, that certain letter agreement dated as of March 29, 2017, by and between the Authority, The Oakland Raiders, a California limited partnership, and StadCo remains in full force and effect and is not modified by the terms of this Agreement.

Section 15.3 No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

Section 15.4 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be inconsistent with, invalid or unenforceable under the Act or any Applicable Laws, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the Act or any Applicable Laws.

Section 15.5 Relationship of Parties. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties. All obligations of the Authority in any PSL Sales Agreement, as set out in this Agreement, shall also be obligations of TeamCo.

Section 15.6 Incorporation by Reference. All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 15.7 Waiver. No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 15.8 Notice of Matters. In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Party of the same in writing.

Section 15.9 Form of Notices; Addresses. All notices, requests, Consents 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 15.9):

**To PSL Agent:** [Raiders Football Club, LLC](#)  
[c/o The Oakland Raiders](#)  
1220 Harbor Bay Parkway  
Alameda, California 94502  
Attention: Dan Ventrelle

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

**with copies to:** Andrews Kurth Kenyon LLP  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Attention: Mark B. Arnold

Until payment in full and termination of the Initial Senior Secured Facility, a copy of each notice provided hereunder shall also be provided to:

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

Each notice shall be deemed received upon the earlier of receipt or three (3) days after the date of deposit with the United States Postal Service if sent by certified mail as provided above, or one (1) Business Day after deposit with the overnight courier specifying “next Business Day” delivery, or upon the date delivery is made; *provided, however*, that any refusal to accept delivery shall be deemed to constitute receipt.

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~



Section 15.10 Calculation of Time. Unless otherwise stated, all references to “day” or “days” shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

Section 15.11 Headings. The headings of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

Section 15.12 Additional Documents and Approval. The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, the Authority shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization or illegality, or to cure any other defect that has been asserted or threatened.

Section 15.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to the principles of conflicts of law thereof.

Section 15.14 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, successors, and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right. Notwithstanding the foregoing to the contrary, Stadium Funding Trust, any lenders providing financing for PSL revenues, and any lenders of the Senior Secured Facility (and each of their respective collateral agents) shall be express third party beneficiaries of this Agreement.

Section 15.15 Conformity with the Act. The Authority and TeamCo intend that this Agreement and all provisions in this Agreement conform to the Act and its requirements.

Section 15.16 Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

Section 15.17 Conflicts of Interest. To prevent a conflict of interest, the Parties certify that to the best of their knowledge, no Authority officer, employee or authorized representative has any financial interest in the business of TeamCo and that no person associated with TeamCo (or the Team) has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

**ARTICLE XVI  
DISPUTE RESOLUTION**

Section 16.1 Dispute Resolution. The provisions of Section 19.12 of the Stadium Use Agreement regarding dispute resolution shall apply to this Agreement, *mutatis mutandis*, with reference to this Agreement and the Parties (rather than the Stadium Use Agreement and the parties thereto), such that controversies between the PSL Agent and the Authority regarding the construction or application of this Agreement, and Claims arising out of this Agreement or any breach of this Agreement, shall be subject to such dispute resolution provisions.

Section 16.2 Forum Selection; Waiver of Jury Trial. Subject to Section 16.1, the Parties agree any disagreement, dispute or Claim relating to, arising out of or in connection with this Agreement or the relationship between the Parties, shall be subject to the exclusive jurisdiction of the State Courts of Nevada, and the federal courts of the United States of America, and both Parties expressly consent to such exclusive jurisdiction, including personal jurisdiction, and agree that venue in any such court is proper. THE AUTHORITY AND TEAMCO (INCLUDING IN ITS CAPACITY AS THE PSL AGENT) HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE BETWEEN THEM AND ACKNOWLEDGE THAT (SUBJECT TO SECTION 16.1) ANY DISPUTE BETWEEN THEM SHALL BE TRIED TO THAT COURT.

Section 16.3 Injunctive Relief; Specific Performance. The Parties acknowledge that the rights conveyed by this Agreement and the covenants of the Parties are of a unique and special nature, and that any violation of this Agreement shall result in immediate and irreparable harm to the Authority or TeamCo, as applicable, and that in the event of any actual or threatened breach or violation of any of the provisions of this Agreement each Party (subject to Section 16.1) shall be entitled as a matter of right to seek injunctive relief or a decree of specific performance from any court of competent jurisdiction. The alleged breaching Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 16.4 Remedies Cumulative. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Notwithstanding the foregoing, or any other provision of this Agreement, the Authority shall not be liable for monetary damages under this Agreement for any reason, including any actual or alleged breach or nonperformance by any Person, including the Authority.

**[SIGNATURE PAGE FOLLOWS]**

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the preamble of this Agreement.

TEAMCO:

~~\_\_\_\_\_~~  
~~a~~ RAIDERS FOOTBALL CLUB, LLC,  
a Nevada limited liability company

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

**[SIGNATURE PAGE TO PERSONAL SEAT LICENSE  
MARKETING AND SALES AGREEMENT]**

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use,  
Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

**AUTHORITY:**

**CLARK COUNTY STADIUM AUTHORITY**

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

**[SIGNATURE PAGE TO PERSONAL SEAT LICENSE  
MARKETING AND SALES AGREEMENT]**

~~Confidential and Proprietary Material for Authorized Personnel of Clark County Stadium Authority and The Oakland Raiders. Use, Disclosure or Distribution of this Material to any Unauthorized Persons or Third Parties is Prohibited.~~

## SCHEDULE 1

### DEFINITIONS

“Act” shall have the meaning set forth in the Recitals.

“Affiliate” of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or 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” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

“Agreement” shall have the meaning set forth in the Preamble, as the same may be amended, restated, supplemented or otherwise modified from time to time.

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

“Architectural Images” means [to be determined, if applicable].

“Authority Indemnified Persons” shall mean the Authority and its elected officials, appointed officials, board members, volunteers, officers, employees, agents, and attorneys.

“Authority PSL Account Agreement” [have the meaning set forth in the Purchase and Sale Agreement.](#)

“Authority Marks” means [to be determined, if applicable].

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

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Las Vegas, Nevada.

“Claim” shall mean any claim, demand or dispute relating to this Agreement or any PSL Sales Agreement, including claims, demands or disputes (i) regarding the sale of PSLs, (ii) regarding the collection, fulfillment, and administrative costs incurred in connection with the sale of PSLs, (iii) related to refunds to be made under any individual PSL Sales Agreements, (iv) for any charge or cost imposed by any Governmental Authority against the Authority with respect to the marketing and sale of PSLs, (v) resulting from a termination or discontinuation of the PSL program, unless such termination or discontinuation is caused by the Authority, (vi) resulting from any alleged violation of state or federal consumer finance laws committed by the PSL

Agent or any Subagent in connection with the sale of PSLs, and (vii) any other acts or omissions of TeamCo, the PSL Agent or any Subagent in carrying out their respective obligations under this Agreement or in connection with the sale of PSLs.

“Clearing Account” means a deposit account in the name of the Authority and under the “control” (as defined in the UCC) of the collateral agent under the Senior Secured Facility, into which payments by PSL Licensees in respect of PSL Sales Agreements are required to be deposited for further transfer to the Collateral Account in accordance with the Senior Secured Loan Documents.

“Collateral Account” shall have the meaning set forth in Section 4.1.

“Commissions” shall have the meaning set forth in Section 6.2.

“Consent” shall mean prior consent or approval of a Party in writing which shall not be unreasonably withheld, conditioned or delayed, as further provided in Section 2.7.

“County” shall have the meaning set forth in the Recitals.

“Damages” shall mean any loss, liability, damage, cost, and expense, including costs of investigation and defense and reasonable attorneys’ fees, whether for money damages, or for equitable or declaratory relief, and may include incidental, consequential, exemplary, punitive, and similar Damages when asserted in connection with a third party Claim.

“Development Agreement” shall have the meaning set forth in the Recitals.

“Effective Date” shall have the meaning set forth in Section 3.1.

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

“Initial Senior Secured Facility” shall have the meaning set forth in the Recitals.

“Initial Senior Secured Loan Documents” shall have the meaning set forth in the Recitals.

“Licensed Trademarks” shall have the meaning set forth in Section 9.3.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing).

“Marketing Materials” shall have the meaning set forth in Section 2.5.

“Marketing Plan” shall have the meaning set forth in Section 2.2(a).

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

“Party” or “Parties” shall mean either or both of the Authority and TeamCo, including in its capacity as the PSL Agent.

“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.

“PSL Agent” shall have the meaning set forth in Section 2.1.

“PSL Budget” shall have the meaning set forth in Section 5.1.

“PSL Costs” shall have the meaning set forth in Section 5.1.

“PSL Licensee” shall mean the licensee under a PSL, and such licensee’s guests utilizing the licensee’s PSL.

“PSL Purchase Facility” shall have meaning set forth in the Recitals.

“PSL Sales Agreements” shall have the meaning set forth in Section 2.4.

“PSLs” shall have the meaning set forth in the Recitals.

“Purchase and Sale Agreement” shall have the meaning set forth in the Recitals.

“Replacement PSL” shall have the meaning set forth in Section 2.1.

“Sales Center” shall have the meaning set forth in Section 2.2(b).

“Sales Term” shall have the meaning set forth in Section 3.1.

“Senior Secured Facility Loan Documents” shall mean, initially, the Initial Senior Secured Facility Loan Documents, and upon payment in full and termination of the Initial Senior Secured Facility, the documents, instruments, and agreements evidencing any loan or purchase facility established to finance or sell PSLs or revenues associated therewith.

“Senior Secured Facility” shall mean, initially, the Initial Senior Secured Facility and, upon payment in full and termination of the Initial Senior Secured Facility, any loan or purchase facility (including the PSL Purchase Facility) established pursuant to or in connection with the Senior Secured Facility Loan Documents.

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

“Stadium” shall have the meaning set forth in the Recitals.

“Stadium Funding Trust” shall have the meaning set forth in the Recitals.

“Stadium Use Agreement” shall have the meaning set forth in the Recitals.

“Subagent” shall have the meaning set forth in Section 2.1.

“Team IP” shall mean intellectual property rights of, or owned by (or licensed to) the Team, including copyrights, trademarks, service marks, trade dress, patents, and any other intellectual property rights.

“Team” shall have the meaning set forth in the Recitals.

“TeamCo” shall have the meaning set forth in the Preamble.

“Team Games” shall have the meaning set forth in the Recitals.

“Third Party Indemnified Person” means Stadium Funding Trust, any lenders providing financing for PSL revenues and any lenders of the Senior Secured Facility (and each of their respective collateral agents) and each of their respective officers, directors, shareholders, controlling persons, employees, counsel, and other agents.

“Trademark Guidelines” shall mean the Trademark Guidelines referred to in Section 9.3 as from time to time in effect.

“Trademarks” shall mean the trademarks and trademark rights of the Authority to which the license under Section 9.2 pertains.

“UNLV” or “University” shall have the meaning set forth in the Recitals.

~~“UNLV Games” shall have the meaning set forth in the Recitals.~~

## 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 Appendix 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 A**

**INSURANCE COVERAGE REQUIREMENTS**

[To be determined]

Document comparison by Workshare Compare on Sunday, February 25, 2018  
5:29:12 PM

Input:	
Document 1 ID	file://C:\Users\REINJ\Desktop\#3807798v10_HOU_ - PSL Marketing and Sales Agreement (Las Vegas Raiders)....doc
Description	#3807798v10_HOU_ - PSL Marketing and Sales Agreement (Las Vegas Raiders)...
Document 2 ID	interwovenSite://AKDMS/HOU/3807798/11
Description	#3807798v11<HOU> - PSL Marketing and Sales Agreement (Las Vegas Raiders)(
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	73
Deletions	73
Moved from	1
Moved to	1
Style change	0
Format changed	0

Total changes	148
---------------	-----