

FIRST AMENDMENT TO UNLV JOINT USE AGREEMENT

THIS FIRST AMENDMENT TO UNLV JOINT USE AGREEMENT (this "Amendment") is made and entered into as of [_____] (the "Effective Date"), by and between **LV Stadium Events Company, LLC**, a Nevada limited liability company ("Licensor") and the **Board of Regents of the Nevada System of Higher Education, for and on behalf of the University of Nevada, Las Vegas**, a constitutional entity of the State of Nevada ("Licensee") and acknowledged and approved by the Clark County Stadium Authority, a corporate and politic body and political subdivision of Clark County, Nevada.

RECITALS:

Licensor and Licensee are parties to the UNLV Joint Use Agreement, dated as of March 28, 2018 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Joint Use Agreement"). Licensee desires to extend the term of the Joint Use Agreement and in connection with such extension, amend the terms of the Joint Use Agreement, and Licensor has agreed to such extension and amendment on the terms contained herein.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, whose receipt and sufficiency are hereby acknowledged, the Licensee and Licensor agree as follows:

1. Terms Defined in Joint Use Agreement. Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Joint Use Agreement.
2. Amendment. As of the Effective Date, Section 3.1 of the Joint Use Agreement is hereby amended and restated in its entirety as follows:

Section 3.1 Term. The Term shall commence as of the Substantial Completion Date (the "Commencement Date") and expire on the thirty-first (31st) anniversary of the Commencement Date unless terminated earlier or extended, in each case, pursuant to the terms and conditions hereof.

3. Ratification. Except as modified by this Amendment, the Joint Use Agreement shall remain unmodified and in full force and effect and is hereby ratified and confirmed in all respects by Licensor and Licensee. In the event of any inconsistency or conflict between the Joint Use Agreement and this Amendment, the terms of this Amendment shall control.

4. Counterparts. This Amendment 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 (sign as pdf) of any party shall be considered to have the same binding effect as an original signature.

4. Governing Law, Venue, Waiver of Jury. The provisions of Section 39.10 of the Joint Use Agreement is incorporated herein as if expressly set forth herein, *mutatis mutandis*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date.

LICENSOR:

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

By: _____

Name:

Title:

LICENSEE:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:

Desiree Reed-Francois

UNLV Director of Athletics

Marta Meana

UNLV President

Approved:

Thom Reilly

Chancellor, NSHE

Date

Acknowledged and Approved:

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

By: _____

Name:

Title: