

FIRST AMENDMENT TO NON-RELOCATION AGREEMENT

THIS FIRST AMENDMENT TO NON-RELOCATION AGREEMENT (this "Amendment") is made and entered into as of [_____] (the "Effective Date"), by and between **Clark County Stadium Authority**, a corporate and politic body and political subdivision of Clark County, Nevada (the "Authority") and **Raiders Football Club, LLC**, a Nevada limited liability company ("TeamCo").

RECITALS:

The Authority and TeamCo are parties to a Non-Relocation Agreement, dated as of March 28, 2018 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Agreement"). The Authority and TeamCo desire to extend the term of the Agreement and in connection with such extension, amend the terms of the Agreement on the terms contained herein.

AGREEMENTS:

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

1. Terms Defined in Agreement. Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Agreement.

2. Amendments. As of the Effective Date, the following definitions in Exhibit A of the Agreement are hereby amended and restated in their entirety as follows:

"Scheduled Expiration Date" shall mean thirty-one (31) years after the Term Commencement Date.

"Team Use Agreement" shall mean the agreement to be entered into by StadCo and TeamCo in connection with TeamCo's and the Team's use of the Premises, as the same may be amended, amended and restated, restated, renewed or extended, supplemented or otherwise modified from time to time in accordance with the terms thereof. The Team Use Agreement shall have a term of at least thirty-one (31) years and shall comply with all provisions of the Act and the Stadium Lease.

"Term Expiration Date" shall mean the earlier of (i) the date that is thirty-one (31) years after the Term Commencement Date; *provided* that if such date occurs within an NFL Season or within thirty (30) days following an NFL Season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL Season, as applicable, or (ii) the date on which the Stadium Lease is terminated pursuant to the express rights and terms of the Stadium Lease.

3. Ratification. Except as modified by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and confirmed in all respects by the Authority and TeamCo. In the event of any inconsistency or conflict between the 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 teletype, facsimile or other electronic signature (sign as pdf) of any party shall be considered to have the same binding effect as an original signature.

5. Governing Law, Venue, Waiver of Jury. The provisions of Section 6.11 and Section 6.12 of the Agreement are 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.

AUTHORITY:

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

By: _____
Name:
Title: _____

TEAMCO:

RAIDERS FOOTBALL CLUB, LLC, a Nevada limited liability company

By: _____
Name:
Title: _____