

AMENDMENT TO SUBLEASE AGREEMENT

THIS AMENDMENT TO THE SUBLEASE AGREEMENT (“Amendment”), is effective September ___, 2020 (the “Amendment Effective Date”) and is by and between Clark County Stadium Authority dba Las Vegas Stadium Authority (“Sublandlord”), and LV Stadium Events Company, LLC a Nevada limited liability company (“Subtenant”) (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Sublandlord and Subtenant entered into that certain Sublease Agreement effective as of November 18, 2019, (the “Agreement”); and

WHEREAS, Sublandlord and Subtenant desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the Parties agree as follows:

AGREEMENT

1. Amendments and Modifications to the Agreement. The Parties shall amend the Agreement as described in this Section 1.

A. The following *italicized* language shall be added to the end of Exhibit B, Subleased Premises:

PARCEL 6: (APN: 177-05-801-027)

The South Half (S ½) of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), being also described as the South Half (S ½) of Government Lots 164, 166 and 175, in Section 5, Township 22 South, Range 61 East, M.D.B. & M. Clark County Nevada.

Excepting Therefrom that portion as conveyed to Clark County by Deed recorded October 28, 1983 in Book 1826 as Document No. 1785508, Official Records.

Further excepting therefrom that portion as dedicated to the County of Clark in the document recorded November 9, 2017 in Book 20171109, as Instrument No. 02319, of Official Records.

PARCEL 7: (APN: 177-05-801-003)

The North Half (N ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being further described as Government Lots 126 and 124 of said Section.

2. Effect of this Amendment on the Agreement; Interpretation. The Parties acknowledge and agree that the Agreement has not been amended or modified in any respect, other than as set forth in Section 1 above. This Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.
3. Dispute Resolution. If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.
4. Counterparts. This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.
5. Severability. If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.
6. Conflicts. The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.
7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.
9. No Party Deemed Drafter. The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision hereof against any Party as the drafter thereof. Each Party to this Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.
10. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.

IN WITNESS WHEREOF, each of the parties hereto have executed this Amendment as of the Amendment Effective Date.

SUBLANDLORD:

**CLARK COUNTY STADIUM AUTHORITY,
a political subdivision of the County of Clark**

By: _____

Name: _____

Title: _____

SUBTENANT:

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

By: _____

Name: _____

Title: _____

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