

PERSONAL SEAT LICENSE AGREEMENT [VVIP/CLUB]

Agreement Date: _____

Licensee:			
Contact Person:	_____	Phone No. (home):	_____
Address:	_____	Phone No. (mobile):	_____
	_____	Fax No.:	_____
	_____	E-Mail Address:	_____
	_____	Account No.:	_____

SECTION: _____
ROW: _____
SEAT(S): _____
QUANTITY OF SEAT(S): _____

PERSONAL SEAT LICENSE: This Personal Seat License Agreement (this “**License Agreement**”) sets forth and describes the terms and conditions of one or more Personal Seat License(s) (or “**PSL(s)**”) which shall be granted to the Licensee named above (the “**Licensee**”, “**you**”, or “**your**”) by the Clark County Stadium Authority, a corporate and politic body and political subdivision of Clark County, Nevada (the “**Authority**” or the “**Licensors**”) through its exclusive agent, Raiders Football Club, LLC, a Nevada limited liability company (in such capacity, the “**PSL Agent**”), upon acceptance of this License Agreement by the PSL Agent, on behalf of the Authority, as described below. Certain capitalized terms used in the License Agreement and not otherwise defined herein have the meanings given to those terms in the Terms and Conditions in Exhibit C attached hereto (the “**Terms and Conditions**”).

RIGHT AND OBLIGATION TO PURCHASE TICKETS: The Licensee shall have the rights during the License Term (i) to purchase annually from the Team the Raiders Season Tickets for each Seat described above, and (ii) to those other benefits described in Exhibit D attached hereto, all subject to the Terms and Conditions. For convenience only, and subject to the Terms and Conditions, attached to this License Agreement as Exhibit A is a diagram of the Stadium with the anticipated location of the Seat(s). The Licensee acknowledges that the Stadium is yet to be completed and may vary from the attached diagram, and that the actual location of the Seat(s) may vary from the section, row and seat number(s) listed above.

LICENSE FEE: For and in consideration of its rights under this License Agreement, the Licensee agrees to pay to the order of the PSL Agent (or its designee) a License Fee for each PSL in the amount indicated in Exhibit B attached hereto. The License Fee may be paid in one or more installments in accordance with the terms and conditions set forth in Exhibit B. Payments may be made by check, credit card or other method approved by the PSL Agent and are subject to change. **Make checks payable to: “Clark County Stadium Authority.”** You have chosen, and the PSL Agent has permitted you to, to make payment by (Please place a “**X**” in the box next to your selected option):

- Check

 Credit Card

 Other (as approved)

LICENSE AGREEMENT: The Licensee acknowledges and agrees to be bound by this License Agreement, including all Exhibits to this License Agreement. In addition, the Licensee agrees to observe

all rules, regulations, and policies promulgated from time to time and pertaining to use of the Seat(s) and attendance at Team Games and Stadium Events, including any modifications thereto that may be adopted from time to time.

EFFECTIVENESS: When signed by the Licensee, this License Agreement will be a binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms, and the Licensee will have no right to terminate or cancel this License Agreement. This License Agreement is subject to final approval and acceptance by the PSL Agent, in its sole discretion on behalf of the Authority. Upon receipt of any License Fee (or such portion thereof as Licensee has paid), the PSL Agent shall immediately deposit such amount into a segregated account which has been established in the Authority's name. Such amount will remain in the segregated account until the PSL Agent has accepted and approved this License Agreement and evidenced its acceptance and approval by execution of this License Agreement where indicated below. From and after execution of this License Agreement by both the Licensee and the PSL Agent, unless and until this License Agreement is terminated, the PSL Agent shall not market or sell to any other party any PSL(s) relating to the Seat(s) referenced above. If the PSL Agent rejects this License Agreement, then this License Agreement shall be deemed terminated and all sums paid by the Licensee shall be refunded by the PSL Agent to the Licensee, without interest.

EXHIBITS ATTACHED: **Exhibit A** – Stadium Diagram
Exhibit B – PSL Payment Terms
Exhibit C – Terms and Conditions
Exhibit D – Benefits

[Signature Page Follows]

Accepted and Approved:

LICENSEE:

LICENSOR:

CLARK COUNTY STADIUM AUTHORITY

By: RAIDERS FOOTBALL CLUB, LLC
Its: Authorized Agent

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

You will receive a countersigned copy of this License Agreement for your records.

EXHIBIT A

STADIUM DIAGRAM

[INSERT MAP BASED UPON PRICE LEVEL]

Note: The Stadium is yet to be completed and may vary from the diagram depicted above.

EXHIBIT B

PSL PAYMENT TERMS

The total consideration (the “**License Fee**”) to be paid by the Licensee (sometimes also referred to in this Exhibit B as “**you**” or “**your**”) to the to the PSL Agent (or its designee) for the PSL(s) to be granted pursuant to this License Agreement, and the terms of payment thereof, are as follows: Please mark an “**X**” in the box corresponding to the selected option.

- A. Up-Front Payment: Concurrently with the Licensee’s execution of this License Agreement, a Total License Fee Amount: \$_____ submitted as directed by the PSL Agent (or its designee). Licensee acknowledges and agrees that this payment accounts for any \$100 deposit previously placed by the Licensee.
- B. Short-Term Interest Free PSL Payment Schedule:
- (i) Total License Fee Amount: \$_____.
 - (ii) Concurrently with the Licensee’s execution of this License Agreement, an initial payment of: \$_____ (33 and 1/3% of the License Fee) submitted as directed by the PSL Agent (or its designee). Licensee acknowledges and agrees that this payment accounts for any \$100 deposit previously placed by the Licensee.
 - (iii) On or prior to March 1, 2019: \$_____ (33 and 1/3% of the License Fee).
 - (iv) On or prior to March 1, 2020: \$_____ (33 and 1/3% of the License Fee).

You acknowledge and agree that you have been given the opportunity to purchase the PSL(s) for the immediate payment of the License Fee amount set forth above, and that you have instead agreed to purchase the PSL(s) through installment payments made over time, without the payment of finance charges (i.e., interest free). You hereby acknowledge that this cash installment payment plan requires the payment of the License Fee to be made in two (2) installments, exclusive of the initial payment amount set forth in item B(ii) above, which amount is paid concurrently with your original execution of this License Agreement.

You promise to make the installment payments using one of the payment methods provided for on the first page of this License Agreement. Licensee shall make such payments on or before the dates and in the amounts shown in the Short-Term PSL Payment Schedule set forth above. You may make any payment early, without penalty.

You agree to provide the PSL Agent a valid credit card number, and hereby authorize the PSL Agent to charge the credit card account provided (or a replacement account, if necessary) on the dates and for the amounts shown above (or, as necessary, on the next succeeding business day). If your credit card account shall cease to be valid after the Agreement Date, you agree to provide to the PSL Agent updated credit card account information.

- C. Long-Term PSL Financing Payment Schedule:
- (i) Total License Fee Amount: \$_____.
 - (ii) Concurrently with the Licensee’s execution of this License Agreement, an initial payment of: \$_____ (20% of the License Fee) submitted as directed by the PSL Agent (or its designee). Licensee acknowledges and agrees that this payment accounts for any \$100 deposit previously placed by the Licensee.

(iii) On or prior to March 1, 2019: \$_____ (10% of the License Fee).

(iv) The balance of \$_____ (the “**Amount Financed**”) to be financed and paid as provided herein below and which shall be subject to finance charges.

You acknowledge and agree that you have been given the opportunity to purchase the PSL(s) for the immediate payment of the License Fee amount set forth above, without interest or other finance charge, and that you have instead agreed to purchase the PSL(s) through installment payments made over time and subject to interest and other finance charges, all as provided herein. Interest is computed on a simple-interest basis.

You promise to pay the Total of Payments (as set forth on the page titled “License Agreement Payment Disclosure”). You promise to make the installment payments using one of the payment methods and to the account provided for on the first page of this License Agreement.

You shall make such payments on the dates and in the amounts shown in the Long-Term PSL Payment Schedule set forth above and on the page titled “License Agreement Payment Disclosure.” You acknowledge that if you Transfer your PSL in accordance with the Terms and Conditions, you are required to remit the full amount of the Amount Financed, plus interest and finance charges accrued to the date of the Transfer, in order for the Transfer to be valid under this License Agreement, unless the PSL Agent agrees to permit your assignment of all such obligations to the proposed transferee.

You agree to provide the PSL Agent a valid credit card number, and hereby authorize the PSL Agent to charge the credit card account provided (or a replacement account, if necessary) on the dates and for the amounts shown above (or, as necessary, on the next succeeding business day). If your credit card account shall cease to be valid after the Agreement Date, you agree to provide to the PSL Agent updated credit card account information.

Do not sign this License Agreement before you read it or if it contains any blank spaces to be filled in. You are entitled to a fully completed copy of this License Agreement.

To the extent you selected Option C (Long-Term PSL Payment Schedule) for your payment schedule, you may at any time pay the full remaining portion of the Amount Financed under this License Agreement together with finance charges accrued through the payment date. If you desire to pay off in advance the full remaining portion of the Amount Financed (with accrued finance charges, if any), such outstanding amount will be furnished to you upon your request to the PSL Agent.

If the PSL Agent and/or the Authority does not enforce its rights every time or upon any particular breach or default of this License Agreement, the PSL Agent and/or the Authority can still enforce them later. Federal law and/or Nevada law may apply to this License Agreement. You do not have to pay finance charges or other amounts that are more than the law allows.

Any change to this License Agreement must be in writing, and each such writing must be signed by both you and the PSL Agent. The PSL Agent can mail any notice to you at your last address in the PSL Agent’s records.

THE AUTHORITY HAS RESERVED THE RIGHT TO ASSIGN THIS LICENSE AGREEMENT AS DESCRIBED HEREIN.

YOU SHOULD KEEP YOUR COPY OF THIS LICENSE AGREEMENT WITH YOUR RECORDS, AS IT SETS FORTH THE TERMS AND CONDITIONS OF THIS TRANSACTION.

You agree to pay a reasonable fee of up to Thirty-Five Dollars (\$35.00) for each returned check. Any such fee may be added to the amount(s) you owe under this License Agreement or such fee may be collected separately.

You acknowledge and agree that any failure to comply with the terms of this License Agreement, including the failure to make any payment in accordance with the applicable payment schedule, may constitute a default under the terms of this License Agreement. Upon your default, the PSL Agent and the Authority shall have all rights and remedies set forth in the Terms and Conditions, including but not limited to the termination of the PSL(s). Upon termination of the PSL(s) for your default hereunder, no amount(s) that you paid under this License Agreement will be refundable or payable to you.

Any subsequent sale by the Authority of a terminated PSL(s) associated with the Seat(s) identified in this License Agreement is not a resale of such PSL(s), but is instead the creation of one or more new PSL(s) for the benefit of a different licensee.

By signing below, you hereby acknowledge that (i) all the information you have provided to the PSL Agent or to the Authority in connection with the License Agreement is true and correct, (ii) you have received a legible, fully completed copy of this License Agreement, and (iii) you have read this License Agreement in its entirety.

Licensee's Signature

Date

LICENSE AGREEMENT PAYMENT DISCLOSURE

LICENSOR: Clark County Stadium Authority Address: c/o Raiders Football Club, LLC 6623 Las Vegas Boulevard South Suite 200 Las Vegas, NV 89119 Attn: PSL Agent	LICENSEE: _____ Address: _____ _____ _____ Attn: _____
Date that the Amount Financed shall commence being subject to finance charges:	

ANNUAL PERCENTAGE RATE <small>(The cost of your credit as a yearly rate)</small>	FINANCE CHARGE <small>(The dollar amount the credit will cost you)</small>	AMOUNT FINANCED <small>(The amount of credit provided to you or on your behalf)</small>	TOTAL OF PAYMENTS <small>(The amount you will have paid after you have made all payments as scheduled)</small>	TOTAL SALE PRICE <small>(The total cost of this credit purchase, including your down payment(s) of \$_____)</small>
	\$ _____	\$ _____	\$ _____	\$ _____

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
	\$ _____	

PREPAYMENT: You have the right to make any payment early. You will not pay a prepayment charge in connection with any prepayment.

ADDITIONAL INFORMATION: You should refer to the other provisions of this License Agreement for information about nonpayment and default and down payment refund policies.

ITEMIZATION OF THE AMOUNT FINANCED		
Itemized Charges:		
1. Total Price		\$ _____
2. Total of amount paid upon execution and on March 1, 2019 (30% of License Fee)	(-)	\$ _____
3. Unpaid Balance of Price (Amount Financed)	(=)	\$ _____
4. Finance Charge	(+)	\$ _____
5. Total of Payments	(=)	\$ _____

EXHIBIT C

TERMS AND CONDITIONS

1. **DEFINED TERMS.** Certain capitalized terms used in this License Agreement shall have the meanings set forth below. Additional terms are defined elsewhere in this License Agreement.
- (a) “**Agreement Date**” means the date on which this License Agreement has been signed by Licensee and the PSL Agent (on behalf of the Authority), as set forth on the first page of this License Agreement.
 - (b) “**Comparable Seat(s)**” shall have the meaning set forth in Section 5(c) of this Exhibit C.
 - (c) “**Event Organizer(s)**” means, with respect to any Stadium Event, the sponsor of such Stadium Event that has the right to sell tickets to such Stadium Event pursuant to a contract directly or indirectly with StadCo. If StadCo or TeamCo itself sells tickets to a Stadium Event, StadCo or TeamCo, as applicable, will be considered the “Event Organizer” for that particular Stadium Event.
 - (d) “**Excluded Events**” means, (i) except as expressly set forth on Exhibit D to this License Agreement, (1) Super Bowl games, including any Super Bowl game in which the Team is a competing team, (2) the Olympics, or (3) World Cup soccer games; (ii) University of Nevada, Las Vegas events, including but not limited to University of Nevada, Las Vegas football games; (iii) other NFL events; (iv) games or events of an Additional Team; (v) Stadium Events for which the Seat(s) is deemed, in the discretion of the PSL Agent or the Event Organizer, unusable or unavailable due to the configuration of the Stadium for such Stadium Event or due to the Event Organizer’s requirements; and (vi) such other non-public, non-ticketed, rare, world-class, or similar events which are determined to be Excluded Events by the PSL Agent and/or StadCo in their reasonable discretion.
 - (e) “**License Agreement**” means this Personal Seat License Agreement and all of the Exhibits attached hereto.
 - (f) “**License Fee Amortization Amount**” means, with respect to the License Fee for any PSL, an amount of assumed amortization of such License Fee, determined annually as of each anniversary of the Agreement Date, assuming straight-line amortization over a term of thirty (30) years (e.g., if a PSL with an initial cost of \$20,000 (paid in full) is terminated on the third anniversary of the Agreement Date, the License Fee Amortization Amount would equal \$2,000).
 - (g) “**License Fee Refund Amount**” means the amount equal to the License Fee (to the extent actually paid to the PSL Agent), minus the License Fee Amortization Amount.
 - (h) “**License Term**” means the period of time beginning on the Agreement Date and ending on the earlier of (i) the thirtieth (30th) anniversary of the first Team Game played at the Stadium and (ii) the date that the Stadium is no longer used for Team Games, unless this License Agreement is terminated earlier as provided herein; provided that, in no event will the License Term or rights under any PSL extend beyond the expiration or earlier termination of the Stadium Lease Agreement between the Authority and StadCo, as the same may be renewed or extended pursuant to the terms thereof.
 - (i) “**Licensee’s Guests**” means all persons permitted by the Licensee (whether by the Licensee’s express permission, acquiescence, or otherwise) to use tickets to any Team Game or Stadium Event which the Licensee has the right to receive or purchase, as applicable, under this License Agreement.

- (j) “**NFL**” means the National Football League.
- (k) “**PSL**” means the rights of the Licensee under this License Agreement.
- (l) “**PSL Agent**” means Raiders Football Club, LLC, a Nevada limited liability company, as the Authority’s exclusive agent with respect to the marketing of, solicitation of orders for, and sales of PSLs, together with its successors and assigns in such capacity.
- (m) “**Raiders Season Ticket(s)**” means season tickets for each Seat for Team Games to be played in the Stadium in a particular annual NFL season. Tickets for Team Games that are post-season NFL playoff games may be distributed separately, subject to separate pricing and time constraints, but are considered a part of the Raiders Season Ticket(s).
- (n) “**Seat(s)**” means the seat or seats associated with the PSL(s), as indicated on the first page of this License Agreement, subject to relocation to Comparable Seat(s) as provided herein; upon such relocation the Comparable Seat(s) shall be, in all respects, the “**Seat(s)**” associated with the PSL(s) under this License Agreement.
- (o) “**StadCo**” means LV Stadium Events Company, LLC, a Nevada limited liability company.
- (p) “**Stadium**” means the stadium to be located in Clark County, Nevada and to serve as the Team's home field, which Stadium is owned by the Authority.
- (q) “**Stadium Event(s)**” means concerts, sporting events, and similar types of stadium functions to which tickets will be made available to the general public, other than Excluded Events and Team Games.
- (r) “**Super Bowl**” the annual championship game of the NFL or any successor championship game.
- (s) “**Team**” means the NFL professional football franchise currently known as the Raiders.
- (t) “**TeamCo**” means the entity that is the owner and operator of the Team.
- (u) “**Team Game(s)**” means any pre-season or regular season NFL games or post-season NFL playoff games (excluding any Super Bowl games) played by the Team in the Stadium, in which the Team is designated as the home team by the NFL. The term “**Team Game(s)**” does not include any games played by the Team that are designated by the NFL as a Team home game but that are scheduled to be played at a location other than the Stadium, including, by way of example, games scheduled to be played in a foreign country.

2. **GRANT OF PSL; LICENSE TERM.** For and in consideration of the payment of the License Fee, the Licensee will receive the number of PSL(s) set forth in this License Agreement, each of which shall entitle the Licensee to ticket-related and other benefits described on Exhibit D to this License Agreement, in each case, subject to the terms and conditions set forth in this License Agreement. Each PSL shall, subject to earlier termination as provided herein, remain in effect for the License Term. **This License Agreement gives the Licensee rights of personal privilege only and does not under any circumstance grant or provide to the Licensee any leasehold, title, interest, or other rights of any kind in any specific real or personal property, nor does it grant or provide any ownership or other equity interest in the Stadium.**

3. **PSL PAYMENTS.** The Licensees payments with respect to the PSL(s) shall be made in accordance with Exhibit B to this License Agreement.

4. **LICENSEE BENEFITS AND OBLIGATIONS.**

- (a) **Licensee Benefits.** Except as provided herein, the Licensee will have the benefits described on **Exhibit D** to this License Agreement.
- (b) **Additional Team Games.** The PSL(s) do not include the right to purchase tickets or season tickets to any NFL games other than Team Games, or to the games of any other established amateur, collegiate, or professional sports (including NFL) team which may in the future use the Stadium as its home stadium (an “**Additional Team**”). The Authority (or its agent or successor) or StadCo (or its agent, affiliate, or successor) may sell seat licenses (including for the Seat(s)) for the opportunity to buy tickets (including season tickets) to an Additional Team’s (or Additional Teams’) home games at the Stadium, and tickets (including season tickets and including for the Seat(s)) for such games may be sold without seat licenses.
- (c) **Rights Under License Agreement.** The limited rights granted to the Licensee under this License Agreement include the right to the benefits described on **Exhibit D** to this License Agreement. This License Agreement and the PSL(s) granted hereunder does not entitle the Licensee to: (i) admission to any Team Games played at the Stadium, (ii) admission to any Team Games, Stadium Events, or other functions held at the Stadium, (iii) a reduction or discount in the price of tickets to Team Games or Stadium Events, or (iv) an equity or ownership interest in the Authority, StadCo, TeamCo, the Team, or the Stadium or any part thereof.
- (d) **Transfers.** Except for a Permitted Transfer, the Licensee may not assign, sell, sublicense, pledge, mortgage, or otherwise transfer (a “**Transfer**”) any PSL without the prior written consent of the PSL Agent, which may be withheld in the PSL Agent’s reasonable discretion.
- (i) ***Permitted Transfers.*** A “**Permitted Transfer**” is any of the following:
- (1) in the case of a Licensee that is a natural person, a Transfer required due to an occurrence of a circumstance beyond the control of Licensee, such as death or disability or similar event as determined by the PSL Agent in its discretion;
 - (2) in the case of a Licensee that is a natural person, a Transfer to a grandparent, parent, stepparent, spouse (including to an ex-spouse in connection with a divorce), registered domestic partner (including to an ex-partner in connection with a termination of the domestic partnership), sibling, child, stepchild, grandchild, or great grandchild of such Licensee; or
 - (3) in the case of a Licensee that is an entity, a Transfer to (A) an entity resulting from a merger or consolidation with such Licensee, (B) an entity succeeding to all or substantially all of the business or assets of such Licensee, or (C) an entity controlled by, controlling, or under common control with such Licensee.
- (ii) ***Certain Restrictions on Transfers to Natural Persons.*** If any proposed transferee (including, for the avoidance of doubt, any proposed transferee in connection with any Permitted Transfer) is a natural person, such proposed transferee must have never been barred from entering, or removed from, the Stadium or any other stadium, ballpark, arena, or similar venue.
- (iii) ***Attempted Transfer Without Consent; Frequency of Transfers.*** Any attempted Transfer without the consent of the PSL Agent, other than a Permitted Transfer, will give the PSL Agent the right, at its sole option (and acting as agent of the Authority), to terminate this License Agreement. If the PSL Agent terminates this License Agreement, the PSL Agent

may sell a new PSL(s) associated with the Seat(s) on terms and conditions established by the PSL Agent and without any compensation to the Licensee. The Licensee acknowledges and agrees that any subsequent sale by the PSL Agent of a PSL(s) associated with the Seat(s) identified in this License Agreement following the termination of this License Agreement is not a resale of such PSL(s), but is instead the creation of one or more new PSLs for the benefit of a different licensee. If the PSL Agent does not exercise its right to terminate the PSL(s), the PSL Agent may elect to record the Transfer of the PSL(s) to the intended transferee upon receipt of the applicable transfer fee and acceptance of the executed transfer form required by the PSL Agent. It shall not be unreasonable for the PSL Agent (acting as agent of the Authority) to withhold approval of any proposed Transfer prior to the date which is one (1) year after the date of the first Team Game played at the Stadium for which Licensee purchases Raiders Season Tickets pursuant to Exhibit D, if any PSL has been previously transferred in previous 365 days, or if the PSL Agent reasonably determines the proposed transferee will not comply with the terms and conditions of this License Agreement, including but not limited to Section 13 of this Exhibit C.

- (iv) *Completion of a Transfer.* No Transfer of a PSL, including any Permitted Transfer, will be complete or recognized by the Authority (or the PSL Agent) if the Licensee is in default of the terms of this License Agreement or until: (1) August 1, 2020; (2) the Licensee and the Licensee's prospective transferee have applied to the PSL Agent for the Transfer of the PSL(s) on the form required by the PSL Agent; (3) the Licensee or the Licensee's prospective transferee has paid to the PSL Agent the applicable transfer fee established by the PSL Agent, provided that, for the first five (5) years during which Team Games are played at the Stadium, the transfer fee shall not exceed \$150.00 per transferred PSL; (4) the Licensee has performed all obligations (including, but not limited to, payment obligations) under the PSL(s) that have previously accrued, unless the PSL Agent has permitted the assignment of all such Licensee obligations to the transferee; and (5) the PSL Agent has recorded the Transfer of the PSL(s) on the records maintained by the PSL Agent for those purposes. The form of application required by the PSL Agent will contain the prospective transferee's agreement to assume and perform the obligations of the Licensee under this License Agreement accruing on and after the date of the Transfer. No Transfer (including a Permitted Transfer) of the PSL(s) will release the Licensee (including the Licensee's estate) from the Licensee's obligations under this License Agreement unless the PSL Agent expressly releases the Licensee in writing, which release will not be unreasonably withheld. Once the Licensee completes the Transfer of its PSL(s), the Licensee will no longer have any rights under this License Agreement.

5. **RIGHTS RESERVED BY THE AUTHORITY.** The Authority and the PSL Agent (acting on behalf of the Authority) expressly reserve the following rights:

- (a) Exercise of Rights. The right to exercise all rights at law or in equity, or as granted under this License Agreement, including those rights in connection with a default by the Licensee hereunder, which rights expressly include the right to terminate this License Agreement.
- (b) Credit Checks. The right to investigate the Licensees creditworthiness in connection with the PSL(s) and this License Agreement. The Licensee expressly authorizes the Authority, the PSL Agent, and any contractors, agents, sub-agents, designees, successors and assigns of the foregoing to access the Licensee's credit reports at any time during the period commencing on the Agreement Date and ending on the date that no amount of the License Fee (including applicable finance charges, if any) remains outstanding.

- (c) Stadium Alterations. The right to improve, alter, restore, reduce, expand, or enlarge the Stadium, any amenity area, any seating area or any other portion of the Stadium, as determined in the Authority's (and StadCo's) sole discretion. If, in connection with any such action, the Stadium seating is relocated or reconfigured, the PSL Agent (as agent of the Authority) reserves the right to re-designate the specific locations of seats and to modify the assignment of specific seats to PSLs. If the Authority (and StadCo) determine that any such modification is necessary, the PSL Agent will endeavor to assign to an affected PSL a seat that is reasonably comparable to, in terms of field vantage point and access to amenities, the seat that was assigned to the PSL prior to the relocation or reconfiguration, all as determined by the PSL Agent in its sole discretion and without regard to the original License Fee amount (each such Seat, a "**Comparable Seat**"). In the event the PSL Agent notifies the Licensee that there is no Comparable Seat(s), then the Licensee shall have the right to terminate this License Agreement upon notice to the PSL Agent, in which event the PSL Agent shall, except as provided in and subject to Section 9 and Section 11 of this Exhibit C, within sixty (60) days following such notice of termination, refund to the Licensee the License Fee Refund Amount.
- (d) Transfer of Property. The right to assign, pledge as collateral, encumber, transfer, sell, license, or sublicense all or any part of the Authority's right, title, or interest in and to the Stadium and its appurtenant facilities.
- (e) Transfer of Rights and Obligations. The rights to assign, pledge as collateral, mortgage, encumber, transfer, or sell all or any part of the rights and obligations of the Authority and of Licensee under this License Agreement, including the PSLs and proceeds of the License Fee, to one or more third parties, including any funding trust or stadium lender providing financing for the purchase of PSL revenues, who may succeed to all or any part of the rights of the Authority under this License Agreement. Such rights may be further collaterally assigned by any funding trust to any lender in connection with any financing provided for the purchase of PSL revenues.

6. **USE OF STADIUM AND SEAT(S)**. The Licensee will have access to the Stadium and, if applicable, the Seat(s), for a Team Game or Stadium Event only upon presentation of a ticket(s) for admission to Team Game or Stadium Event. The Licensee and the Licensee's Guests will be bound by and must observe the terms and conditions upon which tickets for admission to the Stadium have been issued, including but not limited to any policy adopted with respect to the cancellation, re-scheduling, or postponement of Team Games or Stadium Events, as applicable. In addition, the Licensee and the Licensee's Guests must at all times maintain proper decorum while using the Seat(s) and in and about the Stadium and must abide by the applicable governmental regulations, laws, ordinances, and rules and by the policies, rules, and regulations that may be adopted from time to time by StadCo, TeamCo, Event Organizers and their respective representatives, agents, tenants, subtenants, employees, corporate affiliates and contractors (each, individually, a "**Stadium Party**", and all, collectively, the "**Stadium Parties**") pertaining to the Stadium. The Licensee acknowledges that the Event Organizers may adopt policies, rules, and regulations independently from StadCo or TeamCo relating to the Licensee's attendance at Stadium Events and that a violation of any of such policies, rules, and regulations may, in the discretion of the PSL Agent, also constitute a violation of this License Agreement. The Licensee will be responsible for any violations of this License Agreement by the Licensee's Guests. The Licensee and the Licensee's Guests may be required, as a condition to entry into the Stadium, to submit to a search for prohibited items. Without limiting the foregoing, the Licensee specifically agrees that neither it nor any of the Licensee's Guests will:

- (a) bring into the Stadium any alcoholic or intoxicating beverage, any illegal drug, or, except as prescribed to the treated person by a physician, any controlled substance (for avoidance of doubt, marijuana is not permitted);

- (b) permit the Seat(s) or any seat or area of the Stadium to be used for any illegal, improper, immoral, or objectionable purpose, or unduly disturb, obstruct, or interfere with the rights of any other licensees or ticket holders;
- (c) film or record for transmission, or transmit from the Seat(s) or the Stadium all or any portion of any Team Game or Stadium Event, or any description thereof, by any means (including, but not limited to, radio, television, or internet broadcasting, whether distributed live or by means of film, tape, digital, streaming, or other technology); or
- (d) tolerate or permit the use of the Seat(s) in violation of this License Agreement, or create any nuisance or take any action that either diminishes hazard insurance coverage for the Stadium or increases the premium payable for that insurance.

7. **FAILURE TO BUY RAIDERS SEASON TICKETS.** If in any year, the Licensee does not purchase the Raiders Season Tickets for the Seat(s) by the payment deadline(s) specified such year by TeamCo, (i) the Licensee's rights under this PSL(s) will terminate, (ii) the Licensee will no longer have the right to purchase Raiders Season Tickets for the Seat(s) for the current NFL season and all NFL seasons that follow, (iii) the Licensee will no longer be entitled to any of the other benefits described on Exhibit D to this License Agreement, (iv) no amounts paid by the Licensee hereunder shall be refundable or payable to the Licensee, and (v) neither the Authority nor any Stadium Party will have any further obligation or liability to the Licensee. Thereafter, the PSL Agent (on behalf of the Authority) shall have the right to sell a new PSL(s) for the Seat(s) (with the right to purchase Raiders Season Tickets and to receive any other benefits) to any other person or party. For the avoidance of doubt, although the Licensee's rights under this PSL(s) and other benefits granted hereunder will terminate automatically upon the Licensee's failure to timely purchase Raiders Season Tickets as described in this Section 7 of this Exhibit C, this License Agreement shall otherwise remain in full force and effect until terminated pursuant to Section 8 of this Exhibit C.

8. **DEFAULT.** If the Licensee fails to pay when due any License Fee or portion thereof, or any finance charge thereon, under this License Agreement, or otherwise defaults in the performance of any of the Licensee's duties and obligations under this License Agreement, then the PSL Agent may, at its option, after providing written notice to the Licensee and a ten (10) day opportunity to cure (if such default is curable):

- (a) withhold distribution of tickets to the Licensee, authorize TeamCo or other Event Organizers to withhold distribution of tickets to the Licensee, or otherwise deny Licensee access to the Stadium for Team Games, and, if applicable, Stadium Events until the default is cured (if such default is curable); and/or
- (b) terminate all rights of the Licensee under this License Agreement.

Notwithstanding the foregoing, the Licensee acknowledges and agrees that the failure to maintain proper decorum and abide by the policies, rules, and regulations that may be adopted from time to time by the NFL or any of the Stadium Parties are non-curable defaults if so elected by StadCo or TeamCo, and the PSL Agent's notice in such event is for the sole purpose of notifying the Licensee of such breach and termination.

The Licensee acknowledges and agrees that upon the Licensee's default under this License Agreement and the termination of the PSL(s) by the PSL Agent, no amount(s) paid by the Licensee hereunder shall be refundable or payable to the Licensee. If any Stadium Party withholds the distribution of tickets for any Team Game or Stadium Event due to a default of the Licensee, such Stadium Party may release, reissue, sell, give, use for its own use, or otherwise transfer the tickets for such Team Game or Stadium Event (as the case may be) on terms and conditions established by the applicable Stadium

Party in its sole discretion, without any compensation to the Licensee. After termination of the Licensee's PSL(s), the PSL Agent will thereafter, at any time, have the right to sell one or more new PSL(s) for the related Seat(s) to any other person or party with no further obligation or liability to the Licensee whatsoever. Any subsequent sale by the PSL Agent (on behalf of the Authority), of a PSL(s) associated with the Seat(s) identified in this License Agreement following the termination hereof is not a resale of such PSL(s), but is instead the creation of one or more new PSLs for the benefit of a different licensee(s).

The foregoing remedies are not to the exclusion of any other right or remedy of the Authority or the PSL Agent set forth in this License Agreement or otherwise available at law or in equity. The Licensee is responsible for all attorneys' fees and costs incurred by the Authority or the PSL Agent in the enforcement of this License Agreement, whether or not litigation is actually commenced.

No waiver or release by the Authority or the PSL Agent of any default or breach by the Licensee of its obligations under this License Agreement will be construed to be a waiver or release of any other subsequent default or breach by the Licensee under this License Agreement, and no failure or delay by the PSL Agent (on behalf of the Authority) in the exercise of any remedy provided for in this License Agreement will be construed a forfeiture or waiver thereof or of any other right or remedy available to the Authority or the PSL Agent.

9. **STRIKES, DAMAGE, DESTRUCTION, ETC.**

- (a) Damage to the Stadium. In the event of any damage to or destruction of the Stadium due to an act of God, natural disaster, contamination, act of terrorism or other force majeure event, as between Licensee and the Authority, the Authority shall have no obligation to repair such damage or rebuild the Stadium. If the Stadium is not repaired or rebuilt, and the Stadium is no longer used for Team Games, this License Agreement shall terminate as of the date of such damage or destruction, no portion of the License Fee will be returned to Licensee, and the Authority and the PSL Agent shall have no further liability under this License Agreement.
- (b) Damage to the Seat(s). In the event of any damage to or destruction of the Seat(s) due to an act of God, natural disaster, contamination, act of terrorism or other force majeure that renders the Seat(s) unusable, and StadCo is unable or elects not to repair or replace the Seat(s) in a reasonable period of time, the PSL Agent shall endeavor to provide Licensee a Comparable Seat(s) until the Seat(s) is repaired or replaced. If the PSL Agent notifies the Licensee that there is no Comparable Seat(s) or that the Seat(s) cannot be repaired or replaced, then this License Agreement shall terminate as of the date of such damage or destruction, no portion of the License Fee will be returned to Licensee, and the Authority and the PSL Agent shall have no further liability under this License Agreement.
- (c) No Setoff, Etc. Neither the Authority nor the PSL Agent will be liable for, and the Licensee will not assert any deduction, setoff, or claim of any nature against the Authority or the PSL Agent for, any act or omission of or any breach or default by any Stadium Party or concessionaire.
- (d) Cancellation or Postponement. The Licensee will be bound by the terms and conditions established from time to time by each Stadium Party for cancellation or postponement of any Team Game or Stadium Event. Neither the Authority nor the PSL Agent will have any responsibility or liability to the Licensee on account of any cancellation or postponement or other failure or deficiency in the conduct of any Team Game or Stadium Event, including but not limited to any cancellation on account of any strike or other labor disturbance or any condition in or around the Stadium. Neither the Authority nor any Stadium Party will have any liability on account thereof except as otherwise expressly set forth on the tickets issued to the Licensee.

10. **ASSUMPTION OF RISK; INDEMNIFICATION.**

- (a) **ASSUMPTION OF RISK.** NEITHER THE STADIUM PARTIES, THE PSL AGENT, NOR THE AUTHORITY NOR THEIR RESPECTIVE OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE “**INDEMNITEES**”) WILL BE LIABLE TO THE LICENSEE OR RESPONSIBLE FOR, AND THE LICENSEE FOR ITSELF AND EACH OF THE LICENSEE’S GUESTS ASSUMES, ALL RISK FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF THE LICENSEE OR THE LICENSEE’S GUESTS IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) ARISING OUT OF, DURING, OR RELATED TO THEIR ATTENDANCE AT ANY TEAM GAME OR STADIUM EVENT RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THEFT AND VANDALISM, INCIDENTS INVOLVING OTHER PATRONS, THE CONSUMPTION OF ALCOHOLIC BEVERAGES BY OTHER PATRONS, INJURY FROM THROWN OR DROPPED OBJECTS, AND SPILLS OF FOOD OR BEVERAGES, REGARDLESS OF WHETHER THE PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE. The Licensee hereby agrees to assume all responsibility and liability for the consumption of alcoholic beverages by the Licensee and the Licensee’s Guests at the Stadium, and for the conduct and behavior of the Licensee and the Licensee’s Guests.
- (b) **INDEMNIFICATION.** THE LICENSEE AGREES TO AND DOES HEREBY RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES (INCLUDING, WITHOUT LIMITATION, THE AUTHORITY, THE STADIUM PARTIES AND THE PSL AGENT) FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS’ FEES AND LITIGATION EXPENSES, ARISING OUT OF OR RELATED TO (I) ANY VIOLATION OF THIS LICENSE AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS, (II) THE USE OF ALCOHOL IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) BY THE LICENSEE OR ANY OF THE LICENSEE’S GUESTS, (III) THE CONDUCT OR BEHAVIOR OF THE LICENSEE AND THE LICENSEE’S GUESTS, AND/OR THE USE OF THE SEATS OR THE STADIUM (INCLUDING THE PARKING LOTS) BY THE LICENSEE OR THE LICENSEE’S GUESTS, AND (IV) ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) IN CONNECTION WITH THE LICENSEE’S OR THE LICENSEE’S GUESTS’ USE OF THE STADIUM OR RELATED AUTHORITY PROPERTY (INCLUDING THE PARKING LOTS) OR OCCUPANCY OF THE SEAT(S), **REGARDLESS OF WHETHER THE PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE,** EXCEPTING FROM THIS INDEMNITY ONLY THOSE DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE (AND ONLY TO THE EXTENT ATTRIBUTABLE) TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE AND ONLY WITH RESPECT TO SUCH INDEMNITEE.
- (c) **MONETARY LIABILITY OF THE AUTHORITY.** THE LICENSEE AGREES THAT THE AUTHORITY WILL NOT BE LIABLE FOR MONETARY DAMAGES FOR ANY REASON, INCLUDING AN ACTUAL OR ALLEGED NONPERFORMANCE BY 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, INCLUDING THE AUTHORITY.

- (d) Acknowledgment. Licensee acknowledges that, although not all of the Indemnitees are party to this License Agreement, each Indemnitee that is not a party to this License Agreement is an express third-party beneficiary of this Section 10 of this Exhibit C and will directly or indirectly receive the benefit of, and may enforce as if a party to this License Agreement, the provisions of this Section 10 of this Exhibit C.

11. **CONSTRUCTION OF THE STADIUM.**

- (a) Design Changes/Abandonment of Stadium. If (i) in the final design and configuration of the Stadium (1) the Seat(s) which is the subject of this License Agreement is not included in the Stadium, or (2) the Seat(s) is not available for licensing, or (ii) the development of the Stadium is terminated or otherwise abandoned before the first Team Game is played in the Stadium, then, in each case of clause (i) and (ii) above, the PSL Agent, on behalf of the Authority, may terminate this License Agreement. If the Licensee's Seat(s) are not included in the final design and configuration of the Stadium, the PSL Agent will endeavor to provide the Licensee with a Comparable Seat(s). In the event the PSL Agent notifies the Licensee that there is no Comparable Seat(s), then the PSL(s) and this License Agreement will terminate as of the date of such notification. Upon such termination, the portion of the License Fee that the Licensee has paid will be refunded to the Licensee by the PSL Agent. No interest will be paid on any refunded License Fee amounts. Upon return of such paid amount of the License Fee to the Licensee, the parties hereto will have no further liability or obligation to each other under the terms of this License Agreement or at law or in equity. The Licensee shall have no recourse against the Authority, including for any refund of the License Fee, for the failure of StadCo to commence or complete construction of the Stadium or for the unavailability of any Seat(s). The Licensee's right to a refund of the License Fee from the PSL Agent set forth in this Section 11(a) of this Exhibit C is the Licensee's sole and exclusive remedy for StadCo's failure to commence or complete construction of the Stadium or for the unavailability of the Seat(s). **Except as expressly provided under this License Agreement, the Licensee will not be entitled to a refund of the License Fee or any interest paid by the Licensee under any circumstances after the date that the first Team Game is played in the Stadium.**
- (b) Damage, Destruction, Renovation, Etc. In connection with (and after) the initial construction of the Stadium, the Authority and StadCo reserve the right, in the case of construction or design necessity, any federal, state or local law, ordinance or regulation, NFL regulation or directive, damage or destruction (whether whole or partial), renovation, reconstruction or obsolescence, to alter or change the design or configuration of the Stadium, including any change in the location of each of the Seat(s), which changes may affect the location or existence of the Seat(s) associated with the PSL(s). The Licensee acknowledges and agrees that, in the event of any change or alteration of seat locations within the Stadium, the PSL Agent may, in its discretion, provide the Licensee with a Comparable Seat(s). **In such event, the Licensee will not be entitled to a refund of the License Fee or any interest paid by the Licensee if there is any change or alteration of seat locations within the Stadium. In addition, the Licensee will not be entitled to a refund of the License Fee or any interest paid by the Licensee for any change or alteration of the Stadium amenities provided to the Licensee.**
- (c) Refunds Generally. The Licensee agrees that the PSL Agent, and not the Authority, will be responsible for any refunds due to the Licensee pursuant to the express terms of this License Agreement to the extent any proceeds actually received by the Authority or proceeds of any PSL purchase facility actually received by the Authority are not sufficient to pay such refunds.

12. **REPRESENTATIONS AND AGREEMENTS OF THE LICENSEE.** The Licensee hereby acknowledges, agrees, represents and warrants as follows:

- (a) The Licensee has read and understands the terms of this License Agreement and all Exhibits to this License Agreement, including this Exhibit C.
- (b) The Licensee is not acquiring any PSL as an investment and has no expectation of profit as a Licensee.
- (c) The Licensee is acquiring the PSL(s) solely for the right to enjoy the benefits described on Exhibit D to this License Agreement.
- (d) The Licensee is acquiring the PSL(s) and the benefits described on Exhibit D for its own use and not with a view to the distribution, transfer, or resale of the PSL(s) to others. Licensee further agrees not to use any PSL or any of the benefits provided for on Exhibit D for a commercial purpose, including but not limited to sweepstakes, giveaways, and drawings.
- (e) The rights licensed under this License Agreement are rights of personal privilege and do not under any circumstances confer upon Licensee any interest or estate in real property or any leasehold or possessory interest in the Seat(s) or the Stadium.
- (f) The Licensee will not have any equity or other ownership interest in the Authority, StadCo, TeamCo or the Stadium or any of the Stadium's facilities and will not have any rights to dividends or other distribution rights from StadCo or TeamCo or any other party or entity described in this License Agreement as a result of being a licensee of a PSL, and further will not have any voting rights with respect to any Authority matters as a result of being a licensee of a PSL.
- (g) The Licensee acknowledges that the transfer of a PSL is restricted and that a PSL is subject to termination under certain conditions, including those described in this License Agreement.
- (h) The Licensee acknowledges that all or a portion of the License Fee(s) will be expended by the Authority to pay for the construction, development, and operation of the Stadium and will not be used for any investment purpose whatsoever (except temporary investment of proceeds pending expenditure of such proceeds).
- (i) The Licensee acknowledges that neither the Authority nor the PSL Agent nor any other person or entity has made any representations, warranties, or covenants other than as set forth specifically and expressly in this License Agreement.
- (j) The Licensee acknowledges that in the event the Stadium is not built or completed as anticipated, or if no Team Games or Stadium Events are ever held in the Stadium for any reason, neither the Authority nor the PSL Agent shall have any liability whatsoever, other than the PSL Agent's obligation to refund to the Licensee any portion of the License Fee(s) that has been previously paid by the Licensee, as and to the extent otherwise expressly provided in this License Agreement.
- (k) The Licensee acknowledges that this License Agreement (and any and all other information or documentation in connection herewith) may be subject to disclosure as a public record.
- (l) The Licensee has full authority and capacity to enter into and sign this License Agreement and carry out its terms and conditions, and, when signed by the Licensee, this License Agreement will be a binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms.

13. MISCELLANEOUS.

- (a) Notices. All notices, demands and other communications between the parties hereto that are required or appropriate under this License Agreement must be in writing and will be deemed given to: (i) the Licensee, if mailed, postage prepaid, to the addresses set forth for the Licensee on the first page of this License Agreement, or to another address as may be designated by the Licensee to the PSL Agent, from time to time, as provided in this Section 13(a) of this Exhibit C, or if sent by electronic mail in the event the Licensee has consented to such method of delivery, and (ii) the PSL Agent (for and on behalf of the Authority), if mailed, by certified or registered mail, postage prepaid, return receipt requested to the addresses set forth for the PSL Agent in this License Agreement, or to another address as may be designated by StadCo to Licensee, from time to time, in writing. The initial mailing address of the PSL Agent is as follows: c/o Raiders Football Club, LLC, 6623 Las Vegas Boulevard South, Suite 200 Las Vegas, Nevada, 89119, Attention: PSL Agent.
- (b) Release Upon Assignment; Financings. The Licensee acknowledges and agrees that upon any assignment of this License Agreement by the Authority (other than for the benefit of a secured party solely in connection with a financing and prior to any foreclosure upon the assignee/secured party's interest herein as a result of an uncured default thereunder), the Authority will be automatically and fully released from, and the Authority's assignee will be responsible for, all obligations and liabilities of the Authority under this License Agreement.
- (c) GOVERNING LAW. THIS LICENSE AGREEMENT WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL LAWS AND THE LAWS OF THE STATE OF NEVADA AND CALLS FOR PERFORMANCE IN CLARK COUNTY, NEVADA, AND JURISDICTION AND VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT WILL EXCLUSIVELY LIE IN THE FEDERAL AND STATE COURTS LOCATED IN CLARK COUNTY, NEVADA, WITHOUT REGARD TO ANY OTHER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.
- (d) ARBITRATION. ANY ACTION, DISPUTE OR CONTROVERSY ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR OTHERWISE CONCERNING THE RELATIONSHIP BETWEEN THE AUTHORITY AND/OR ANY OF THE STADIUM PARTIES, ON THE ONE HAND, AND THE LICENSEE, ON THE OTHER HAND, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SUBMITTED AND DECIDED BY ARBITRATION UNDER THE COMPREHENSIVE ARBITRATION RULES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") WHICH ARE CURRENTLY AVAILABLE AT [HTTP://WWW.JAMSADR.COM/RULES-COMPREHENSIVE-ARBITRATION/](http://www.jamsadr.com/rules-comprehensive-arbitration/). THE PARTIES AGREE THAT THE VENUE FOR ANY ARBITRATION PROCEEDING SHALL BE A REASONABLE LOCATION WITHIN CLARK COUNTY, NEVADA. THE DECISION IN ANY ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING UPON THE AUTHORITY, THE STADIUM PARTIES, AND THE LICENSEE, AS APPLICABLE. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD DAMAGES OR GRANT REMEDIES THAT WOULD OTHERWISE BE AVAILABLE UNDER NEVADA LAW IN A NEVADA STATE COURT HAVING JURISDICTION, BUT SHALL NOT HAVE THE POWER TO AWARD ANY OTHER DAMAGES OR GRANT ANY OTHER RELIEF, AND SHALL NOT HAVE THE POWER TO AWARD PUNITIVE DAMAGES AGAINST ANY PARTY OR TO VARY THE PROVISIONS OF THIS LICENSE AGREEMENT. THE LOSING PARTY IN ANY SUCH PROCEEDING SHALL PAY THE COSTS THEREOF, INCLUDING REASONABLE ATTORNEYS' FEES.

- (e) Successors and Assigns; Amendments and Waivers. This License Agreement, and all the terms and provisions hereof, inure to the benefit of and are binding upon the parties to this License Agreement and, subject to the provisions of Section 4(d) of this Exhibit C, their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this License Agreement will be effective unless it is in writing and signed by the Licensee and the PSL Agent (acting on behalf of the Authority).
- (f) Taxes. The Licensee agrees to pay all taxes associated with entering into this License Agreement and holding the PSL(s) and the underlying tickets (including, but not limited to, any admissions taxes), whether presently imposed or imposed in the future by any taxing authority.
- (g) Counterparts; Electronic Delivery. The Licensee and the PSL Agent agree that they may rely upon an electronic copy of this License Agreement executed by the other. In that regard, and in order to facilitate execution hereof, this License Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this License Agreement delivered by facsimile or electronic mail transmittal or by other electronic communication will have the effect of an original, executed instrument. All counterparts of this License Agreement will collectively constitute a single instrument; but, in making proof of this License Agreement, it will not be necessary to produce or account for more than one counterpart hereof. Each signature page to any counterpart of this License Agreement may be detached from the counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this License Agreement identical thereto except having attached to it additional signature pages.
- (h) Maximum Interest. It is acknowledged and agreed that the Authority (and the PSL Agent acting on behalf of the Authority) do not intend to hereby charge or collect any finance charge or other fee or charge that is more than the maximum amount permitted for this sale by applicable state or Federal law. Consequently, if the Licensee pays a finance charge or other fee or charge that is in excess of the maximum amount permitted by any such law, as determined by a final judgment of a court, the amount of such excess shall instead first be applied to reduce the outstanding balance of the total cash price and accrued but unpaid fees and charges payable hereunder and the remainder, if any, of such excess shall then be refunded to the Licensee.
- (i) Severability. If any provision or provisions, or if any portion of any provision or provisions, in this License Agreement is or are ultimately determined by a court of law to be in violation of any local, state or federal law, or public policy, and if such court shall declare such portion, provision or provisions of this License Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of the Authority and the Licensee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid, and enforceable, that the remainder of this License Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of the Authority and the Licensee under the remainder of this License Agreement shall continue in full force and effect, unless the amount of the License Fee or other charges payable hereunder is thereby decreased, in which event the PSL Agent (acting on behalf of the Authority) may terminate this License Agreement.
- (j) Entire Agreement. This License Agreement, including these Terms and Conditions and the other Exhibits attached and incorporated thereto and hereto, contains the entire agreement of the parties hereto with respect to the matters provided for therein and herein, and supersedes any written instrument or oral agreement previously made or entered into by the parties to this License Agreement or any PSL plan offered by the Authority and/or its agents, specifically including, but not limited to, any advertising, visual presentations, marketing materials, brochures, order forms, deposit program terms and conditions, and surveys distributed (in any form) by the Authority and/or its agents.

EXHIBIT D

BENEFITS

[INSERT]

**AFFIRMATIVE CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS
CONCERNING YOUR PERSONAL SEAT LICENSE(S)**

The Licensee executing this consent in the space below (“**You**”) acknowledges that any of the Stadium Parties or the Authority (collectively, “**We**” or “**Us**”) may want to contact You regarding the PSL(s) or notify You of conditions, events and promotions relating to the Stadium. Our contact with You may involve sending You e-mails or other electronic communications. In order to ensure that We have obtained Your affirmative consent to receive these communications, You agree as follows:

1. You agree that We can send e-mail and other electronic communications of any kind to You at the e-mail address set forth below. You agree to promptly inform Us of any change to Your e-mail address or other addresses. You agree that We can rely upon the information concerning the electronic addresses You have provided and/or will hereafter provide to Us.
2. **Email and Electronic Communications.** We may send communications to You concerning the following subjects:
 - (a) Changes in the times or other details of any Team Games or Stadium Events;
 - (b) Security procedures and policies, and any security alerts;
 - (c) Parking, traffic, or other transportation issues relating to the Stadium;
 - (d) Events (such as concerts and sporting events) scheduled at the Stadium;
 - (e) Information relating to the PSL(s), such as special offers, including any right to purchase tickets to Stadium Events;
 - (f) Offers for affiliated products and services; and
 - (g) Other special circumstances in which We may need to contact You.

We will use commercially reasonable efforts to provide accurate information to You and to ensure that the information is delivered to You. However, We cannot guarantee that all communications are error-free or that the messages will in fact be delivered.

3. **Text Messages.** By providing a mobile phone number and signing below, You agree to receive periodic text messages, which may be auto-dialed, for the purposes listed above. The frequency of texts may vary. Such consent is not a condition of purchasing any goods or services. If you do not wish to receive text messages, simply do not provide a mobile number below. If you enroll and later change your mind, simply reply STOP to any message to opt out.
4. You may also revoke Your agreement to receive e-mail and other electronic communications from Us by making a request, either by using the unsubscribe function in the message You receive from Us or by advising the PSL Agent in writing at the address provided in this License Agreement (or such updated address as the PSL Agent shall provide from time to time). Note that if You revoke your authorization, You may not receive important information from Us concerning the PSL(s).
5. This consent does not change any other agreement between You and the Stadium Parties.

Agreed to:

By: _____

Name:

E-Mail Address:

Mobile Phone Number (only if you want text messages per above):

Licensee’s Initials

Date