

AMENDMENT NUMBER 1 TO STADIUM DISBURSING AGREEMENT

This Amendment Number 1 to Stadium Disbursing Agreement (“**Amendment**”) is entered into this _____ day of _____, 2018 (“**Effective Date**”), by and among (i) LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company (“**StadCo**”), (ii) CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada (“**Authority**”) and (iii) FIDELITY NATIONAL TITLE INSURANCE COMPANY THROUGH ITS AGENT CHICAGO TITLE AND TRUST (“**Disbursing Agent**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. The Parties have entered into that certain Stadium Disbursing Agreement as of March 28, 2018 (the “**Disbursing Agreement**”) pursuant to which the Disbursing Agent has agreed to disburse funds in the Disbursement Account (as defined in the Disbursing Agreement) subject to, and in strict accordance with, the terms of the Disbursing Agreement.

B. The Parties desire to modify and amend Section 4.03(b)(6) and Section 4.03(b)(7) and add a new Section 5.09 of the Disbursing Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to the Disbursing Agreement. The Disbursing Agreement is hereby amended as follows:

a. The following language shall replace Section 4.03(b)(6) in its entirety:

(6) a conditional waiver of mechanic’s lien and/or materialman’s lien in the form required by Nevada law executed by the Architect of Record or the Design-Builder, as applicable, in the amount of the lienable Project Costs payable to such party from the requested Advance and a conditional waiver of mechanic’s lien and/or materialmen’s lien in the form required by Nevada law covering liens for all work done and materials supplied for which disbursement is sought from the Advance executed by each person or entity to which any portion of such Advance will be paid who either:

a) has a direct contract with StadCo, the Architect of Record or the Design-Builder; or

*b) has delivered a Notice of Right to Lien to StadCo or the Authority under NRS 108.245 (a “**Notice of Right to Lien**”); and*

- b. The following language shall replace Section 4.03(b)(7) in its entirety:

(7) an unconditional waiver of mechanic's lien and/or materialman's lien in the form required by Nevada law executed by the Architect of Record or the Design-Builder, as applicable, and executed by each person or entity who either:

a) has a direct contract with StadCo, the Architect of Record, or the Design- Builder; or

b) has delivered to StadCo or the Authority a Notice of Right to Lien,

in all cases to which any portion of the preceding Advance was paid and covering liens for all work done and materials supplied for which disbursement was made from the preceding Advance;

- c. The following language shall be added to a new Section 5.09:

5.09 Notice of Right to Lien. The Authority hereby agrees to provide the Disbursing Agent and StadCo with a monthly list of all subcontractors and suppliers that have provided the Authority with a Notice of Right to Lien along with a copy of such Notice of Right to Lien. StadCo hereby agrees to provide the Disbursing Agent and the Authority with a monthly list of all subcontractors and suppliers that have provided StadCo with a Notice of Right to Lien along with a copy of such Notice of Right to Lien.

2. Effect of this Amendment on the Disbursing Agreement. The Parties acknowledge and agree that the Disbursing 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 Disbursing Agreement, all of which unmodified terms and conditions shall continue in full force and effect.
3. 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.
4. 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.
5. Conflicts. The terms of this Amendment shall control over any conflicts between the terms of the Disbursing Agreement and the terms of this Amendment.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.
8. 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.
9. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be reasonably necessary or useful to carry out the transactions contemplated by this Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the Parties hereto have entered into this Amendment as of the Effective Date.

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

By: _____
Steve Hill, Chairman

[Signatures continued on next page]

[SIGNATURE PAGE TO AMENDMENT NUMBER 1 TO STADIUM DISBURSING AGREEMENT]

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

By: _____
Marc Badain, President

[Signatures continued on next page]

[SIGNATURE PAGE TO AMENDMENT NUMBER 1 TO STADIUM DISBURSING AGREEMENT]

**CHICAGO TITLE AND TRUST, AS AGENT
FOR FIDELITY NATIONAL TITLE
INSURANCE COMPANY**

By: _____
Name: _____
Title: _____

[End of signature pages]

[SIGNATURE PAGE TO AMENDMENT NUMBER 1 TO STADIUM DISBURSING AGREEMENT]