

1 WHEREAS, in order for the City of Las Vegas ("City") to manage and operate the
2 Garage, Agency desires to convey the Garage and Garage Property to City by Quitclaim Deed
3 and to assign to City Agency's interest in the Original Parking Agreement by the Assignment of
4 Parking and Reciprocal Easement Agreement; and

5
6 WHEREAS, City desires to accept the management and operation of the Garage by
7 accepting the Quitclaim deed and the Assignment of Parking and Reciprocal Easement
8 Agreement; and

9
10 WHEREAS, Upon recordation of the Quitclaim Deed and Assignment of Reciprocal
11 Parking and Easement Agreement, City desires to enter into that certain Amended and Restated
12 Parking and Reciprocal Easement Agreement with DIG CCP, LLC, a Delaware limited liability
13 company, whereby the Original Parking Agreement is amended and restated ("Amended Parking
14 Agreement") along with a related Execution Agreement and Subordination Agreement.

15 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
16 OF LAS VEGAS, NEVADA,

17
18 1. All actions, proceedings, matters and things heretofore taken, had and done by the
19 City and the officers of City (not inconsistent with this Resolution) concerning the transfer of the
20 Garage and Garage Property to City and the execution and delivery of the Quitclaim Deed, the
21 Assignment of Parking and Reciprocal Easement Agreement, the Amended Parking Agreement,
22 the Execution Agreement and Subordination Agreement are hereby ratified, approved and
23 confirmed.
24

25 2. The Quitclaim Deed, Assignment of Parking and Reciprocal Easement
26 Agreement, Amended Parking Agreement, the Execution Agreement and the Subordination
27 Agreement (the "Documents"), the forms of which are attached hereto to this Resolution as
28

1 Exhibits A, B, C, D and E respectively, are hereby approved with such changes as are not
2 inconsistent with this Resolution and the appropriate officers of the City are hereby authorized to
3 execute and deliver the Documents.
4


5 3. The officers of City be, and they hereby are, authorized and directed to take all
6 action necessary or appropriate to effectuate the provisions of this Resolution.

7 **PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY**
8 **OF LAS VEGAS THIS October 5, 2016.**

10 CITY OF LAS

11 By: 
12 CAROLYN G. GOODMAN, Mayor

13 ATTEST:

14
15 
16 LUANN D. HOLMES, MMC, City Clerk

17 APPROVED AS TO FORM:

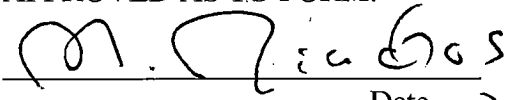
18 
19 Date 10-12-16
20
21
22
23
24
25
26
27
28

EXHIBIT A
Form of Quitclaim Deed

APN: 139-34-301-004

When Recorded, Return
And Mail Tax Statements to:

City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Las Vegas Redevelopment Agency, a public body corporate and politic of the City of Las Vegas, Nevada, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas, a municipal corporation of the State of Nevada, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit A attached hereto, together with any and all singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2016.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body corporate and politic of the City of
Las Vegas, Nevada

By: _____
Carolyn G. Goodman, Chair

Attest:

LuAnn D. Holmes, MMC, Secretary

Approved as to form:

Michael Niarchos, Esq Date

Exhibit A

Legal Description City Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT B

Form of Assignment and Assumption of Parking and Reciprocal Easement Agreement

APN: 139-34-301-004

Recorded at the Request of
And After Recording Return to:

City of Las Vegas Nevada
495 South Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Brandy Stanley

**ASSIGNMENT AND ASSUMPTION OF PARKING
AND RECIPROCAL EASEMENT AGREEMENT**

THIS ASSIGNMENT OF PARKING AND RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is entered into as of the ____ day of _____, 2016 (the “**Effective Date**”), by and between the CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada (“**City**”), and THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body corporate and politic of the City of Las Vegas, Nevada (“**Agency**”). City and Agency are individually referred to herein as a “**Party**” or collectively herein as “**Parties**”.

RECITALS:

WHEREAS:

A. Agency and Intown Office, LLC, a Nevada limited liability company (“**Developer**”), entered into that certain Parking and Reciprocal Easement Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument No. 01526 of the Official Records of Clark County, Nevada (the “**Official Records**”), as amended by that certain Second Amendment to Development Agreement and Amendment to Parking and Reciprocal Easement Agreement dated as of September 18, 2002, by and between Agency and Developer, including that certain Parking Management Plan attached thereto as Attachment 4, recorded October 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15, 2012, by and between Agency and NNN City Centre Place, LLC, NNN City Centre Place I, LLC, NNN City Centre Place 2, LLC, NNN City Centre Place 3, LLC, NNN City Centre Place 4, LLC, NNN City Centre Place 5, LLC, NNN City Centre Place 6, LLC, NNN City Centre Place 7, LLC, NNN City Centre Place 8, LLC, NNN City Centre Place 9, LLC, NNN City Centre Place 10, LLC, NNN City Centre Place 12, LLC, NNN City Centre Place 13, LLC, NNN City Centre Place 14, LLC, NNN City Centre Place 15, LLC, NNN City Centre Place 17, LLC, NNN City Centre Place 18, LLC, and NNN City Centre Place 19, LLC, each one a Delaware limited liability company, each as successor-

in-interest to Developer (collectively, "NNN"), acting by and through Daymark Properties Realty, Inc., as agent for NNN, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official Records (collectively, as so amended, the "Parking Agreement").

B. Pursuant to the Parking Agreement, (i) the Agency constructed a parking garage (the "Garage") on that property identified as APN 139-34-301-004 and more particularly described on **Exhibit A** attached hereto (the "Property").

C. Concurrently with the execution of this Agreement, Agency has conveyed to City the Garage and Property by that certain Quitclaim Deed dated _____, 2016 and recorded on _____ as Instrument No. _____.

D. In connection with such conveyance, the Parties mutually desire to enter into this Agreement whereby (i) Agency assigns to City all of Agency's rights and obligations under the Agreement and (ii) City assumes all of Agency's rights and obligations under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties hereby agree as follows:

1. Assignment. Agency hereby assigns, conveys and transfers to City as of the Effective Date all of Agency's right, title and interest in the Parking Agreement, including, without limitation, all of Agency's rights and obligations under the Parking Agreement.

2. Assumption. City hereby assumes as of the Effective Date, all of Agency's right, title and interest in the Parking Agreement, including, without limitation, all of Agency's rights and obligations under the Parking Agreement.

3. Liability. The Parties agree as follows:

(a) Agency shall hold harmless, indemnify and defend City from any and all actions, claims, liabilities and losses arising under the Parking Agreement from and attributable to the period prior to the Effective Date.

(b) City shall hold harmless, indemnify and defend Agency from any and all actions, claims, liabilities and losses arising under the Parking Agreement from and attributable to the period after the Effective Date.

4. Miscellaneous Provisions. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile or electronic mail transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada. The captions contained in this Agreement are for the convenience of the Parties and

shall not be construed so as to alter the meaning of the provisions of the Agreement. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

CITY OF LAS VEGAS, a political
subdivision of the State of Nevada

THE CITY OF LAS VEGAS
REDEVELOPMENT AGENCY, a public
body corporate and politic of the City of
Las Vegas, Nevada

By: _____
Carolyn G. Goodman, Mayor

By: _____
Carolyn G. Goodman, Chair

ATTEST:

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

LuAnn D. Holmes, MMC
Secretary

APPROVED AS TO FORM

Michael Niarchos, Esq. Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016 by Carolyn G. Goodman as Mayor of the city of Las Vegas.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____.

Notary Public

(SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016 by Carolyn G. Goodman as Chair of the city of Las Vegas Redevelopment Agency.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____.

Notary Public

(SEAL)

EXHIBIT A

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT C

Form of Amended and Restated Parking and Reciprocal Easement Agreement

AMENDED AND RESTATED PARKING
AND RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED PARKING AND RECIPROCAL EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of the 1st day of December, 2016 (the “**Effective Date**”), by and between the **CITY OF LAS VEGAS NEVADA**, a political subdivision of the State of Nevada (the “**City**”), and **DIG CCP, LLC**, a Delaware limited liability company (“**Building Owner**”). City and Owner are individually referred to herein as a “**Party**” or collectively herein as “**Parties**”.

RECITALS:

WHEREAS:

A. The City of Las Vegas Redevelopment Agency, a public body corporate and politic of the City of Las Vegas, Nevada (“**Agency**”), and Intown Office, LLC, a Nevada limited liability company (“**Developer**”), entered into that certain Parking and Reciprocal Easement Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument No. 01526 of the Official Records of Clark County, Nevada (the “**Official Records**”), as amended by that certain Second Amendment to Development Agreement and Amendment to Parking and Reciprocal Easement Agreement dated as of September 18, 2002, by and between Agency and Developer, including that certain Parking Management Plan attached thereto as Attachment 4, recorded October 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15, 2012, by and between Agency and NNN City Centre Place, LLC, NNN City Centre Place I, LLC, NNN City Centre Place 2, LLC, NNN City Centre Place 3, LLC, NNN City Centre Place 4, LLC, NNN City Centre Place 5, LLC, NNN City Centre Place 6, LLC, NNN City Centre Place 7, LLC, NNN City Centre Place 8, LLC, NNN City Centre Place 9, LLC, NNN City Centre Place 10, LLC, NNN City Centre Place 12, LLC, NNN City Centre Place 13, LLC, NNN City Centre Place 14, LLC, NNN City Centre Place 15, LLC, NNN City Centre Place 17, LLC, NNN City Centre Place 18, LLC, and NNN City Centre Place 19, LLC, each one a Delaware limited liability company, each as successor-in-interest to Developer (collectively, “**NNN**”), acting by and through Daymark Properties Realty, Inc., as agent for NNN, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official Records (collectively, as so amended, the “**Original Parking Agreement**”).

B. Pursuant to the Original Parking Agreement, (i) the Agency constructed a parking garage (the “**Garage**”) on that certain real property bearing Accessors Parcel Number (“**APN**”) 139-34-301-004 and more particularly described on **Exhibit A** attached hereto (the “**City Property**”), and (ii) Developer constructed an office building (the “**Building**”) on that certain real property bearing APN 139-34-301-003 and more particularly described on **Exhibit B** attached hereto (the “**Building Owner Property**”).

C. Pursuant to the Original Parking Agreement, (i) Agency granted certain easement and leasehold rights to the record owner of the Building Owner Property, and (ii) NNN, as successor-in-interest to Developer, granted an easement to the Agency for the purpose of constructing, maintaining and operating the Garage on a portion of Building Owner Property which portion is more particularly described on **Exhibit C**, attached hereto and incorporated herein by this reference (the “**Easement Area**”).

D. The Building Owner Property was acquired by CSFB 2004-C5 Office 400, LLC, a Nevada limited liability company (“**CSFB**”), as successor-in-interest to NNN pursuant to that certain Trustee’s Deed Upon Sale dated August 27, 2013, and recorded on August 29, 2013, in Book 20130829 as Instrument No. 0001142.

E. Building Owner acquired the Building Owner Property, and all of CSFB's interest in the Original Parking Agreement, from CSFB pursuant to that certain Grant, Bargain, Sale Deed dated January 7, 2015, and recorded on January 8, 2015 as Instrument No. 20150108-0000967, and assumed all of the rights and obligations under the Original Parking Agreement.

F. The Garage and City Property was acquired by City and in connection therewith, (i) the Agency assigned the Original Parking Agreement to City, and (ii) City assumed all of the rights and obligations of Agency under the Parking Agreement.

G. The Parties mutually desire to amend and restate in full the Original Parking Agreement on the terms and conditions set forth in this Agreement and for this Agreement to supersede in all respects the Original Parking Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties hereby agree as follows:

1. Definitions. The Parties agree that the following terms shall have the following definitions:

"Building Owner Affiliate" means a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Building Owner.

"Building Owner Space" has that definition set forth in Section 4.

"Building Rates" means the monthly and hourly parking rates charged to all users of the Garage other than the Building Owner for the Building Owner Spaces.

"City Affiliate" means, with respect to the City, any agency or other governmental body that, directly or indirectly, through one or more intermediaries, controls or is controlled by the City.

"CPI" means the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base.

"CPI Increase" means the percentage increase (rounded to the nearest one hundredth (.01)) in the CPI between a calendar year and the immediately preceding calendar year. By way of example only, if the CPI for a calendar year is 136 and the CPI for the immediately preceding calendar year is 129, then the CPI Increase is equal to 4.7%.

"Designation Notice" has the meaning set forth in Section 4(a)(i).

"Easements" means the Building Owner Easement and the City Easement.

"Effective Date" has the meaning set forth in the introductory paragraph above.

"Excess Gross Revenues" has the meaning set forth in Section 5.

"Gross Revenues" has the meaning set forth in Section 5.

"Interest Rate" means the greater of (i) five percentage points (5%) over that fluctuating rate of interest announced from time to time by the Bank of America National Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as City reasonably shall

determine), or (ii) twelve percent (12%) per annum; provided, however, that in no event shall the interest rate exceed the maximum interest rate permitted by law.

“**Market Area**” means that area in the City bounded by Bonneville Avenue, Las Vegas Boulevard, Bridger Street and Casino Center Drive, as depicted on **Exhibit E** attached hereto.

“**Market Area Rates**” means collectively a hourly parking rate, a daily maximum parking rate and a monthly non-reserved parking rate each respectively equal to the average of the hourly parking rates, the average of the daily maximum parking rates and the average of the monthly non-reserved parking rates offered to the general public in parking structures within the Market Area as of January 1 of each year, including, without limitation, the posted public parking rates in the Garage (but in no event including any discounted rates offered in the Garage), rounded to the nearest one cent (\$.01).

“**Maximum Spaces**” means 433 parking spaces in the Garage which is the maximum that Building Owner has the right to lease as Building Owner Spaces.

“**PARCS**” means a parking access and revenue control system, which includes all parking gates, card readers, intercoms, merchant validators, ticket machines, exit verifiers, pay on foot stations, cashier terminals, head end management computer and software and all other components comprising the system.

“**Parking Management Plan**” means that plan for the management of the Garage attached hereto as **Exhibit D**.

“**Parking Rent**” means the monthly rent rate that Building Owner pays for the Building Owner Spaces.

“**Per Space Rate**” shall initially be \$75.00 for each unreserved Building Owner Space and \$85.00 for each reserved Building Owner Space, as adjusted from time to time pursuant to Section 4(c).

“**Person**” means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof.

“**Requirements**” means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all federal, state and local governmental authorities having jurisdiction over the Garage and/or the Building (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Garage and/or Building, as then in force; and (iii) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

“**Shared Systems**” means those operation and maintenance systems supporting both the Garage and the Building as described in the Parking Management Plan.

“**Surrender Notice**” has the meaning set forth in Section 4(a)(iii).

2. Grant of Easement from Building Owner to City. Building Owner hereby grants, and establishes for the benefit of the City Property and the benefit of the City and City’s successors and

assigns, a nonexclusive easement (the "**Parking Easement**") on, over and across the Easement Area, solely for the construction, maintenance, repair and operation of a portion of the Garage, subject to the rights and obligations set forth in this Agreement. The City acknowledges that the Building Owner has constructed a portion of the Building in the air space above the portion of the Garage constructed on the Easement Area, and that the structural support system of a portion of the Building runs through and below the Garage. The term Easement Area shall specifically exclude any portion of the Building Owner Property upon which the Building exists, including that portion of the Building constructed over the Garage. Such Parking Easement shall be for the benefit of and appurtenant to the City Property. The Parking Easement shall not be used for any purpose other than for construction, maintenance, repair and operation of the Garage, and uses appurtenant thereto.

3. Grant of Reciprocal Easements between City and Building Owner.

(a) City does hereby grant and establish for the benefit of the Building Owner the following nonexclusive easements (the "**Building Owner Easement**") on, under, within and across the City Property and the improvements constructed on the City Property and the Easement Area: (i) the right of access and egress over all drive lanes existing from time to time in the Garage to and from the Building through the City Property and the Garage; (ii) the right to construct, maintain, repair and replace public utility lines, including, without limitation, water, sanitary sewer, gas, storm drainage, telephone and other communication line and electrical lines and conduits, over, under, and across the City Property and the improvements constructed on the City Property and the Easement Area, but in only in such reasonable locations as reasonably approved by the City, the applicable utility company and any applicable laws and codes, and (iii) (subject to Section 16 hereof) the right to access structural portions of the Building including structural supports, including, without limitation the right to cut or bore through the City improvements to the extent necessary to access the Building structural supports; provided that any damage to the City improvements caused by the Building Owner shall be promptly repaired at the sole cost and expense of the Building Owner and in compliance with all Requirements. Such Building Owner Easement shall be for the benefit of and appurtenant to the City Property.

(b) The Building Owner does hereby grant and establish for the benefit of the City the following nonexclusive easements (the "**City Easement**") on, under, within and across the Building Owner Property and the improvements constructed on the Easement Area: (i) the right to construct, maintain, repair and replace public utility lines, including, without limitation, water, sanitary sewer, gas, storm drainage, telephone and other communication line and electrical lines and conduits, over, under, and across the Building Owner Property and the improvements constructed thereon, but only in such reasonable locations as approved by the Building Owner, the applicable utility company and any applicable laws and codes, (ii) and the right to access structural portions of the Garage including structural supports; provided that any damage to the City improvements caused by the Building Owner shall be immediately repaired at the sole cost and expense of the Building Owner. Such City Easement shall be for the benefit of and appurtenant to the City Property.

4. Lease of Parking Spaces to Building Owner. The City hereby leases to the Building Owner, and the Building Owner hereby leases from the City, parking spaces in the Garage (each a "**Building Owner Space**") for the use of the Building Owner and its tenants, and their customers and invitees, upon the following terms and conditions:

(a) Lease of Building Owner Spaces. Building Owner shall have the right from time to time to increase and/or decrease the number of Building Owner Spaces it leases in the Garage as Building Owner determines at its discretion, provided, however, Building Owner may not at any time have under lease more than the Maximum Spaces, without the prior written consent of the City. The City agrees that (i) there is no minimum number of parking spaces that Building Owner is required to lease and

(ii) the number of Building Owner Spaces that Building Owner leases will fluctuate from time to time. The Parties agree that Building Owner shall have the right to lease or to surrender Building Owner Spaces as follows:

(i) In the event that Building Owner elects to increase the number of Building Owner Spaces it leases in the Garage (but in no event more than the Maximum Spaces), Building Owner shall provide no less than thirty (30) days prior written notice as to the number of additional Building Owner Spaces it has elected to lease in the Garage (the "**Designation Notice**").

(ii) The Designation Notice shall (i) designate the number of additional Building Owner Spaces that Building Owner will be leasing, (ii) the Building Owner's preference as to where the additional Building Owner Spaces will be located, and (iii) the date that the lease of the additional Building Owner Spaces will be effective, which date in all events will be no sooner than thirty (30) days after the effective delivery of the Designation Notice. In the event that Building Owner desires that any additional Building Owner Spaces be designated as reserved parking spaces, then Building Owner will specify in a Designation Notice the number of reserved parking spaces and the location of the reserved parking spaces. Building Owner agrees that all Building Owner Spaces shall be located in the basement level or upper level of the Garage as designated by Building Owner in the Designation Notice at its discretion, subject to the maximum number of spaces located on a floor, provided, however, that Building Owner shall have the right to designate up to, but not more than, ten (10) reserved Building Owner Spaces to be located on the ground floor of the Garage.

(iii) In the event that Building Owner determines to decrease the number of Building Owner Spaces it leases in the Garage, Building Owner shall provide no less than thirty (30) days prior written notice as to the number of Building Owner Spaces it has elected to surrender (the "**Surrender Notice**"). The Surrender Notice shall (i) designate the number of Building Owner Spaces it will be surrendering in the Garage, (ii) the Building Owner's preference as to where the surrendered Building Owner Spaces are located, and (iii) the date that the surrender of the Building Owner Spaces will be effective which date in all events will be no sooner than thirty (30) days after the effective delivery of the Surrender Notice. The City agrees that Building Owner shall have the right to re-lease, pursuant to Section 4(a)(i), any surrendered Building Owner Spaces.

(b) Rent.

(i) The Building Owner hereby agrees to pay the City as calendar monthly rent for the Building Owner Spaces (the "**Parking Rent**") in an amount equal to the applicable Per Space Rate times the number of Building Owner Spaces leased during the month in question. The Building Owner shall pay all Parking Rent, monthly in advance, by the 1st day of each calendar month. Subject to (b)(ii) next below, the obligation to pay Parking Rent shall commence with respect to a specific Designated Space upon the later to occur of: (i) the date specified in the Designation Notice for possession of each applicable Designated Space, or (ii) the date the City provides actual possession of the Designated Space to the Building Owner. Subject to (b)(ii) next below, in the event that Building Owner has delivered a Surrender Notice, then the obligation to pay Parking Rent for any Builder Owner Spaces surrendered in the Surrender Notice shall cease as of the date specified therein for the surrender of the Building Owner Spaces. The obligation to pay Parking Rent hereunder shall be specific to the owner of the Building from time to time.

(ii) If an increase in Building Owner Spaces occurs other than on the first day of a calendar month, then (i) if the increase in Building Owner Spaces occurs prior to the 15th of the month, then the next payment of Parking Rent shall include a full month of Parking Rent for such additional Building Owner spaces and (ii) if the increase in Building Owner spaces occurs on or after the

15th of a month, then the next payment of Parking Rent shall include one-half (1/2) of a full month of Parking Rent for such additional Building Owner Spaces. If a surrender of Building Owner Spaces occurs other than on the first day of a calendar month, then (i) if the surrender of Building Owner Spaces occurs prior to the 15th of the month, then Building Owner shall have the right to deduct from the next payment of Parking Rent one-half (1/2) of a full month of Parking Rent for such surrendered Building Owner Spaces and (ii) if the surrender of Building Owner Spaces occurs on or after the 15th of a month, then Building Owner shall not have any right to a deduction from the next payment of Parking Rent in connection with such surrendered Building Owner Spaces.

(c) Parking Rent Adjustment. Effective April 1 of each year, the Parking Rent shall be adjusted annually as follows:

(i) In the event the monthly Market Area Rates have increased as of January 1 of such calendar year, then the Per Space Rent for non-reserved Building Owner Spaces shall be increased (rounded to the nearest one cent (\$.01)) to equal the lesser of (i) sixty-six percent (66%) of such monthly Market Area Rates; or (ii) the Per Space Rent then in effect for non-reserved Building Owner Spaces increased by a percentage equal to the CPI Increase for the previous calendar year.

(ii) In the event the monthly Market Area Rates have decreased as of January 1 of such calendar year, then the Per Space Rent for non-reserved Building Owner Spaces shall be decreased (rounded to the nearest one cent (\$.01)) to equal sixty-six percent (66 %) of such monthly Market Area Rates.

(iii) In the event the monthly Market Area Rates have increased as of January 1 of such calendar year, then the Per Space Rent for reserved Building Owner Spaces shall be increased (rounded to the nearest one cent (\$.01)) to equal the lesser of (i) seventy-five percent (75 %) of such monthly Market Area Rates; or (ii) the Per Space Rent then in effect for reserved Building Owner Spaces increased by a percentage equal to the CPI Increase for the previous calendar year.

(iv) In the event the monthly Market Area Rates have decreased as of January 1 of such calendar year, then the Per Space Rent for reserved Building Owner Spaces shall be decreased (rounded to the nearest one cent (\$.01)) to equal seventy-five percent (75%) of the monthly Market Area Rates.

The Per Space Rents as adjusted shall remain in effect for the next twelve (12) months thru March 31.

(d) Parking Rate Adjustment Statements. No later than February 1 of each year, City shall provide Building Owner with a written statement as to the following:

- (i) The Market Area Rates as of January 1, as determined by City;
- (ii) The CPI Increase, if any; and
- (iii) The adjusted Per Space Rent for the next twelve (12) months.

The statement shall include the data relied upon by the City in determining the monthly Market Area Rates, the CPI increase, if any, and the adjusted Per Space Rent. The statement shall be conclusive except for manifest error. In the event Building Owner does not object in writing within thirty (30) days after delivery of the statement, then the Building Owner shall be deemed to have accepted the adjusted Per Space Rent. The Parties agree that (i) any disputes as to the adjusted Per Space Rent shall be resolved

pursuant to Section 32 below, (ii) until such dispute is resolved the then Per Space Rent then in effect shall continue to be paid until such time as the dispute is resolved, and (iii) upon final resolution of such dispute: (x) a lump sum payment shall be made within thirty (30) days after such final resolution by City to Building Owner in the event the Per Space Rent paid during the period of resolution of the dispute exceeded the final determined Per Space Rent in the total amount of the excess paid, or (y) a lump sum payment shall be made within thirty (30) days after such final resolution by Building Owner to City in the event the Per Space Rent being paid during the period of resolution of the dispute was below the final determined Per Space Rent in the total amount of the deficiency.

(e) Right of Building Owner to Sublease Spaces to Building Tenants. The Building Owner shall have the right to sublease any or all of the Building Owner Spaces, without notice to the City, to any tenant of the Building which is leasing space in the Building at the time of the subletting on such terms as the Building Owner may determine at its sole discretion, including without limitation, for less or more than the Per Space Rent. Building Owner shall have no other rights whatsoever to sublease, license or otherwise let in any manner the Building Owner Spaces to any other party and any other such subletting, licensing or letting shall be a default of Building Owner under this Agreement. The Building Owner shall have the right to keep any and all rent it receives from any such permitted subtenant.

(f) After-Hours Use of Parking Spaces by City. City shall have the non-exclusive right to use, without the payment of rent or reimbursement whatsoever, any of the unreserved Building Owner Spaces located in the Garage on an hourly basis during non-business hours (6:30 p.m. to 4:00 a.m. weekdays or anytime on weekends). In such event, the City shall be solely responsible for all actions and costs incurred therewith, and shall ensure that all Tenants of the Building will be permitted to park in the garage at any time, without charge by the City. City agrees to provide Building Owner with no less than five (5) days notice if City is to use parking spaces in the basement level.

(g) Lease of Non-Building Owner Spaces. City shall have the absolute right to lease all parking spaces that are not designated as Building Owner Spaces to any party as the City determines in its sole discretion, *provided however*, that all spaces shall be leased on either a transient/hourly basis or on a monthly basis. City agrees that it shall, at all times, maintain monthly leased parking spaces only on a month-to-month basis which can be terminated on thirty (30) days' notice. City further agrees that the rates charged for all monthly and hourly parking for spaces, other than the Building Owner Spaces, shall be at 100% of the Market Area Rates.

5. Gross Revenue Sharing. The terms (i) "**Gross Revenues**" means the total gross amounts received by the City, whether for cash or credit, in connection with the operation of the Garage received during any calendar year and (ii) "**Excess Gross Revenues**" means the amount by which Gross Revenues exceeds the amount of \$825,000. The Parties agree that if there are Excess Gross Revenues in any year, then City shall pay to Building Owner an amount of Excess Gross Revenues (rounded to the nearest one cent (\$.01)) determined by multiplying Excess Gross Revenues by a fraction of which (i) the numerator is the average number of Building Owner Spaces leased during the year (rounded to the nearest whole space) and (ii) the denominator is 572 which the Parties agree is the total number of parking spaces in the Garage. Within forty-five (45) days after each calendar year, City shall provide Building Owner with a statement certified by City setting out (i) Gross Revenues, (ii) Excess Gross Revenues, if any, and (iii) the amount owed to Building Owner, if any. Such statement shall be accompanied with payment to Building Owner of any amount of Excess Gross Revenues owed to Building Owner. City shall keep complete and accurate books and accounts of its daily gross sales of the Garage. Building Owner and its agents and employees shall have the right at any time during regular business hours to examine and inspect all the books and accounts of City related to Gross Revenues, including sales tax reports, tax returns, or other reports to any governmental agency, for the purpose of verifying the accuracy of any statement of Gross Revenues. Building Owner may, at its option and no more than once in any consecutive 12-month period,

cause an audit of Gross Revenues to be performed by a certified public accountant of Building Owner's choice. If such audit shows that any statement of Gross Revenues previously made by City is more than five percent (5%) less than the amount of Gross Revenues determined by such audit, the cost of such audit shall be borne by City (not to exceed \$7,500.00); otherwise it shall be borne by Building Owner.

6. Term. This Agreement shall continue in full force and effect for a term of ninety-nine (99) years from the Effective Date, unless earlier terminated for the following exclusive reasons:

(a) Mutual written and recorded agreement of the City and the Building Owner terminating the Agreement;

(b) Total destruction of the Building combined with the written and recorded election of the Building Owner not to rebuild; or

(c) Total and permanent condemnation of the Building or the Garage by any governmental agency having authority to do so, other than the City.

7. Conformance of Exterior of Building and Garage. City and Building Owner each hereby agree to maintain conformity and harmony of exterior design of the Garage with the Building as currently designed. The City shall not make any modifications to the appearance or design of the Garage exterior without the prior written consent of Building Owner. Building Owner shall not make any material modifications to the appearance or design of Building exterior without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

8. No Mechanics' Liens. City expressly acknowledges that nothing in this Agreement shall authorize City, or any person dealing with, through or under City, to subject Building Owner's Property, the Building, or the Easement Area to any mechanic's or materialman's lien. City agrees not to permit or suffer and, to the extent so permitted or suffered, to cause to be removed and released (including, but not limited to, by delivering a bond), any mechanic's, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the inspection, construction, alteration, repair or surveying of the Parking Easement or the Garage, by, through or under City. In the event the City has not removed (or bonded over if applicable) any such lien within thirty (30) days, the Building Owner may, at City's expense, with the assistance of attorneys of Building Owner's choosing, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Building Owner deems necessary to defend itself and the Building Owner's Property, the Building, or the Easement Area from all claims or liability arising as set forth above, and City shall promptly reimburse Building Owner for all costs and expenses (including, without limitation, reasonable attorney fees and costs) incurred in connection therewith, including twenty percent (20%) of such costs for the Building Owner's supervision of such matter.

9. Installation of Access Gates and Maintenance of Garage and Shared Systems.

(a) City agrees that it is its intent to install the PARCS in order to remove all parking meters and to permit parking validation for the invitees of the Building. City agrees to install at its cost and expense PARCS that includes, but is not limited to (i) Access Gates on all floors of the Garage in compliance with all Requirements, (ii) a cashier booth on the ground floor, (iii) automated pay stations and (iv) all other systems required to operate the Garage without individual parking meters and to permit parking validation. City agrees that it shall use commercially reasonable efforts to have the PARCS installed and operational no later than November 1, 2016. The Parties agree that the PARCS will be operated pursuant to the Parking Management Plan.

(b) Except for Shared Systems to be operated and maintained by Building Owner, the City shall maintain the Garage, at its sole cost and expense, in compliance with all Requirements, including the Americans with Disabilities Act of 1990 and the Parking Management Plan. All construction, maintenance or repairs performed on the Easement Area by the City shall be performed in compliance with the following terms and conditions:

(i) All construction, maintenance, repair and use shall comply with all Requirements; and

(ii) No construction, maintenance, repair or other use by City shall unreasonably interfere with access to the Building, the Garage, the Building Owner Spaces, or the permitted use of the Garage by Building Owner. To the extent reasonably possible, all construction or repair work shall be conducted during non-business hours (i.e., between 6:30 p.m. to 6:30 a.m. weekdays and prior to 8:00 a.m. or after 2:00 p.m. on Saturday, or anytime on Sundays). Without limiting the provisions of this Section 9, the City in the maintenance of the Garage, shall observe the following standards:

1. Maintain the surface of the automobile parking area level, smooth and evenly covered with either the type of surfacing material originally installed thereon, or a substitute which shall be in all respects equal in quality, appearance and durability to the original material.
2. Remove all papers, debris, filth and refuse and wash or thoroughly sweep paved areas as required.
3. Maintain such appropriate automobile parking area entrance, exit and directional signs, markers and lights as shall be reasonably required and in accordance with the practices prevailing in the operation of comparable parking structures.
4. Clean lighting fixtures and relamp and/or reballast as needed.
5. Repaint striping, markers, directional signs, etc., as necessary to maintain in first-class condition.
6. Maintain landscaping as necessary to keep in a first-class, healthy condition.
7. Operate the Garage in conformance with the Parking Management Plan.
8. Clean, repair and maintain all common utility systems to the extent that the same are not cleaned, repaired and maintained by public utilities.

In the event that City does not so repair or maintain the Garage, then Building Owner shall have the right (in Building Owner's sole discretion), upon ten (10) days prior written notice to City (except that no notice shall be required in the case of an emergency), to perform such maintenance or repair on behalf of City. City agrees to reimburse Building Owner immediately upon demand for any costs and expenses incurred by Building Owner in connection with the performance by Building Owner of the City's obligations under this

Section 9(b), including twenty percent (20%) of such costs for the Building Owner's supervision of any maintenance and repair.

(c) Building Owner acknowledges that the maintenance of the Shared Systems in full operating condition is critical to the operation of the Garage. Building Owner agrees to maintain at all times the Shared Systems in good repair and full operating condition and in compliance with all Requirements. In the event that Building Owner does not so maintain the Shared Systems, then the City shall have the right (at the City's sole discretion), upon ten (10) day's prior written notice to Building Owner (except that no notice shall be required in the case of an emergency), to enter the Building and perform such maintenance or repair on behalf of Building Owner. Building Owner agrees to reimburse the City immediately upon demand for any costs and expenses incurred by the City in connection with the performance by the City of Building Owner's obligations under this Section 9(c), including twenty percent (20%) of such costs for the City's supervision of any maintenance and repair.

10. Insurance.

(a) City shall maintain property coverage insurance on the Garage in an amount equal to the full replacement value of the Garage as ascertained by the City's insurance carrier, as the same may exist from time to time, against all perils normally covered in an "all risk" policy (including the perils of flood, surface waters, vandalism and malicious mischief), as such term is used in the insurance industry. Such insurance shall be maintained at the sole expense of City.

(b) Insurance required to be maintained by City hereunder shall be in companies holding a "General Policyholders' Rating" of A or better and a "financial rating" of X or better, as set forth in the most current issue of "Best's Insurance Guide." City shall promptly deliver to Building Owner, within thirty (30) days of the Date hereof, original certificates evidencing the existence and amounts of such insurance naming Building Owner and Building Owner's lenders as an additional insured. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Building Owner. City shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish Building Owner with renewals or "binders" thereof. City shall not do or permit to be done anything which shall invalidate the insurance policies required under this Agreement.

(c) City shall obtain from the issuer of the insurance policies referred to above, and Building Owner shall obtain from the issuer of the insurance policies insuring the Building, a waiver of subrogation provision in said policies and City and Building Owner hereby release, relieve and waive any and all rights of recovery against the other, or against their respective employees, officers, agents and representatives for loss or damage arising out of or incident to the perils insured against in this section, which perils occur in, on or about the Garage or Building, whether due to the negligence of Building Owner or City or their agents, employees, contractors or invitees. The extent of the waiver described in the immediately preceding sentence is limited to the extent of insurance carried by Building Owner and City pursuant to this section.

(d) City will not do or permit to be done any act or thing upon the Easement Area or the Garage which would (i) jeopardize or be in conflict with fire insurance policies covering the Building; (ii) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for general office use of the Building; or (iii) subject Building Owner to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on in the Garage or on the Easement Area.

11. Indemnity. City hereby agrees to indemnify, defend, and hold harmless the Building Owner and its agents, assigns, officers, employees, invitees, representatives, from any claim, dispute, liability or damage including any and all attorneys' costs and fees associated herewith, arising out of the ownership, use, occupancy or maintenance of the Garage.

12. Taxes. City shall be responsible for the timely payment of all taxes attributable to the Parking Easement, the City Easement, and the Garage. The Per Space Rent as determined in Section 4(b), from time to time, shall be reduced by an amount equal to: (i) the total property taxes assessed to the Building or the Building Owner with respect to the City Easement or the Garage or as a result of the Building Owner's rights under this Agreement to lease parking spaces in the Garage divided by (ii) the total number Building Owner Spaces.

13. Utilities. City shall be responsible for the payment of all utilities required in conjunction with operation of the Garage and shall install a separate meter to properly document such usage applicable to the Garage versus the Building.

14. Destruction of Garage. If the Garage is destroyed or damaged by any casualty the City, at its sole expense (less any insurance proceeds received for restoration), upon receipt of any insurance proceeds shall commence within a commercially reasonable time the reconstruction and/or restoration of the Garage substantially to its original form, provided; however, this obligation shall be limited to the extent of receipt of insurance proceeds therefor. Any repairing or rebuilding of the Garage shall be on the same location and of the same size as the initial Garage; any repairing or rebuilding of the Garage shall be of the same material or similar material and of the same quality as that used in the original Garage, as applicable, unless otherwise agreed to in writing by the Building Owner. All exterior surfaces shall be reconstructed to integrate with the exterior of the Building. The Garage shall be rebuilt with the same or similar design to integrate with the Building structure; provided, however, in the event, the Building is destroyed and the Building Owner elects not to reconstruct the Building to a condition capable of occupancy, the City shall have no obligation to rebuild the Garage. Parking Rent shall abate for each Building Owner Space that is not available for use by the Building Owner (and its subtenants) for such period of time as the same remain unavailable.

15. Non-Interference with Building Support. The City acknowledges that the Building Owner has constructed a portion of the Building in the air space above the portion of the Garage constructed on the Easement Area, and that the structural support system of a portion of the Building will run through and below the Garage. The City shall take no actions to interfere with the structural integrity of the Building. In the event the City desires to make any alterations, modifications, or repairs to the Garage, it shall first obtain the written approval of the construction plans by the Building Owner and its structural engineers. Provided, that the modification is thereafter constructed in accordance with the approved plans, the City shall have no liability with respect to the effect of the modification on the Building Structure. Otherwise, the City shall be solely responsible for the effect on the Building structure resulting from any modification, alteration or repair of the Garage.

16. Building Owner Repairs and Modifications. If the Building Owner desires to make any alterations, modifications, or repairs to the exterior of the Building which adversely affects the Garage, it shall first obtain the written approval of the construction plans by the City. If the Building Owner needs to access the Building's structural system through a portion of the Garage, the Building Owner shall submit a structural repair plan to the City for its reasonable input and notification prior to making any cuts or borings through the improvements, which plan shall delineate the location and timing of such repairs and the necessity therefor. The plan shall be prepared by the Building Owner with the objective to take reasonable measures to minimize disruption to Garage operations and reviews.

17. Default.

(a) Generally.

(i) Except as specifically provided in Section 17(b) hereof, neither Party shall be in default of this Agreement unless the obligation to be performed remains uncured for a period of thirty (30) days (or such longer period as may be reasonably required considering the nature of the default provided the defaulting Party is diligently proceeding to cure) after receipt of written notice from the other Party outlining the nature of the default and the requested cure.

(ii) Both Parties hereby waive any and all rights to terminate or rescind this Agreement as a remedy for any default hereunder. In the event of any default hereunder (other than a default by Building Owner arising from the non-payment of Parking Rent), the non-defaulting party's sole remedies shall be to either seek damages, an injunction or specific performance.

(iii) Notwithstanding anything to the contrary contained in this Agreement, no party to this Agreement shall be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract, tort or express indemnity hereunder, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

(b) Non-Payment of Rent. In the event Building Owner shall fail to pay any installment of Parking Rent within five (5) days of the date the same shall become due, subject to all procedural repossession requirements and redemption rights under Nevada law, the City may, in addition to any other remedies, which it may have at law or in equity, upon thirty (30) days prior written notice to Building Owner, terminate the Building Owner's right to possession of all or part of the Building Owner Spaces, provided the City shall have first notified in writing the holder of any mortgage or deed of trust encumbering the Building or the Building Owner Property, which has requested such notice in writing and such holder shall have failed to cure the Building Owner's monetary default within thirty (30) days of such notice. The City shall have the right to recover any amount of unpaid Parking Rent due through the time of termination. Upon payment of all unpaid Parking Rent, Building Owner's rights to the Building Owner Spaces will be reinstated, provided, however, that in the event Building Owner defaults in the payment of Parking Rent two (2) times in any twelve (12) month period, City shall have the right to require Building Owner to deposit with City funds as security for payment of the next twelve (12) month payment of Parking Rent.

(c) In addition, a Party ("**Non-Defaulting Party**") shall have the right (at the Non-Defaulting Party's sole discretion) to perform any obligations hereunder, including, without limitation, the Parking Management Plan, required to be performed by the other Party ("**Defaulting Party**") for which the Defaulting Party is in default, including, without limitation, the payment of any sums that the Defaulting Party is obligated to pay hereunder and any obligations of performance of maintenance and repair that the Defaulting Party is obligated to perform hereunder. A Non-Defaulting Party shall have the right upon ten (10) days prior written notice to the Defaulting Party (except that no notice shall be required in the case of an emergency), to enter the Garage if the City is the Defaulting Party or enter into the Building Owner Property if the Building Owner is the Defaulting Party to perform such maintenance or repair on behalf of the Defaulting Party. The Defaulting Party shall reimburse the Non-Defaulting Party immediately upon demand for any costs and expenses incurred by the Non-Defaulting Party in connection with the performance by the Non-Defaulting Party of the Defaulting Party's obligations under this Agreement including twenty percent (20%) of such costs for the supervision of any maintenance and repair.

(d) Any amount owed by a Party to the other Party which is not paid when due shall bear interest at the Interest Rate from the date due until paid in full.

18. Assignment.

(a) The Parties acknowledge that the Agency has conveyed the Garage to the City and the City is now the owner of the Garage and the City has assumed all of the rights and obligations of the Agency under the Original Agreement. Building Owner hereby approves the transfer of the Garage to the City and the assignment and assumption of the Original Agreement by the City. Building Owner hereby releases the Agency from any and all liabilities under the Original Agreement and agrees that the Agency has no liability or other obligations under this Agreement.

(b) The City shall have the right to assign and transfer its rights and obligations under this Agreement as follows:

(i) To a transferee of the Garage other than to a City Affiliate with the consent of Building Owner which consent shall not be unreasonably withheld or to a City Affiliate; provided that (x) the transferee assumes all obligations of the City hereunder in writing; (y) no assignment or other transfer shall release City or change City's primary liability to perform all of its obligations hereunder; and (z) upon the occurrence of any default under this Agreement, Building Owner may proceed directly against City without the necessity of exhausting any remedies against any transferee or assignee.

(ii) To a lien holder of the City taking a security interest in the Garage; provided that such lender enters into a non-disturbance agreement with Building Owner on terms acceptable to Building Owner whereby such lien holder agrees that in the event of foreclosure it shall succeed to and be bound by all of City's obligations under this Agreement, including, without limitation, the Building Owner Easement and the right of Building Owner to lease the Building Owner Spaces.

Except as provided in this paragraph (b), City shall have no other rights to assign, sublease or otherwise transfer its interest in this Agreement and any such assignment, sublease or other transfer shall be null and void.

(c) Building Owner shall have the right to transfer its rights and obligations under this Agreement as follows:

(i) To a transferee of all of the ownership of the Building Owner's interest in the Building, provided that the transferee assumes all obligations of the Building Owner hereunder in writing, including, without limitation, the City Easement.

(ii) To a lien holder of Building Owner taking a security interest in the Building; provided that such lien holder enters into a reasonable and customary subordination, non-disturbance agreement with the City on terms reasonably acceptable to the City whereby such lien holder agrees that in the event of foreclosure it shall succeed to and be bound by all of Building Owner's obligations under this Agreement, including, without limitation, the City Easement, but with regard to Building Owner's obligations only for such time period as lien holder takes title to the Building through foreclosure or otherwise.

Except as provided in this sub-paragraph (c) and Section 4(e), Building Owner shall have no other rights to assign, sublease or otherwise transfer its interest in this Agreement and any such assignment, sublease or other transfer shall be null and void.

19. No Rights to Public. The Easements and the rights created, reserved, granted, and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights, or privileges in and for the benefit of the general public. Either Party shall have the right to temporarily restrict access over any access easement granted hereunder, but only to the minimum extent legally required to prevent prescriptive rights; provided, further that any such restriction shall, to the extent possible, shall be conducted on Christmas Day, Thanksgiving Day or New Year's Day.

20. Right of First Refusal to Purchase Garage. If, at any time during the Term, City intends to sell the Garage to a third party, City shall notify Building Owner of such intention, together with all details of the proposed transaction (the "Offering Notice"). Within thirty (30) days after Building Owner's receipt of the Offering Notice, Building Owner may elect, by notice delivered to City, to purchase the Garage on the terms set forth in the Offering Notice. City shall be obligated to convey the Garage only pursuant to the express provisions of the Offering Notice; in the event any substantial change in any of such proposed terms are modified subsequent to the delivery of the Offering Notice to Building Owner, Building Owner shall be afforded another opportunity to evaluate the proposed transaction and to accept such revised terms. This Right of First Refusal shall not apply to transfers by the City to a City Affiliate; provided, however, in the event of such a transfer the provisions of this Right of First Refusal shall be binding upon the transferee.

21. Agreements Run with the Land. The rights and obligations imposed upon the City Property by this Agreement shall run with the ownership of the City Property and shall be binding upon and inure to the benefit of any subsequent owner, assignee, and transferee of, and any successor in interest to the City Property or any portion thereof. The rights and obligations imposed upon the Building Owner Property by this Agreement shall run with the ownership of the Building Owner Property and shall be binding upon and inure to the benefit of any subsequent owner, assignee, tenant and transferee of, and any successor in interest to the Building Owner Property or any portion thereof.

22. Estoppel Certificates. At any time and from time and time, within fifteen (15) days after written notice of request by either Party and in connection with a transfer of such Party's interest in this Agreement, the other Party shall execute, acknowledge, and deliver to the requesting Party, or to such other recipient as the notice shall direct, a statement indicating (i) that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that this Agreement is in full force and effect as modified in the manner specified in the statement, (ii) acknowledging that there are no uncured defaults or failures to perform any covenant or provision of this Agreement on the part of the requesting Party or specifying any such defaults or failures which are claimed to exist and (iii) and such other information as reasonably requested by the requesting Party. The statement shall also state the dates to which Parking Rent and any other charges have been paid in advance.

The failure of Party requested to execute, acknowledge, and deliver, on request, the statement described above within the specified time shall constitute its acknowledgment to all persons entitled to rely on the statement that this Agreement is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all Persons entitled to rely on the statement, of any defaults on the requesting Party's part that may exist before the date of the notice.

23. Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

24. Notices. Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided in this Agreement, be given or served: (a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (b) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective upon delivery. For purposes of notice, the addresses of the Parties shall be as follows or such other address as either party may notify the other in compliance with this Section:

Building Owner: DIG CCP, LLC
% Dornin Realty Advisors, Inc.
6725 Via Austi Parkway, Suite 380
Las Vegas, Nevada 89119
Attention: Chris Dornin

With a copy to: Sklar Kirsh, LLP
1880 Century Park East, Suite 300
Los Angeles, California 90067
Attention: Mark Nicoletti, Esq.

City: City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Brandy Stanley

With a copy to: City of Las Vegas
City Attorney Office, 6th Floor
495 S. Main Street
Las Vegas, Nevada 89101
Attention: Teri Ponticello

25. Severability. All of the provisions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of such provisions, or any part thereof, is or has become invalid, or for any reason is or has become unenforceable, no provision, or any part thereof, shall be thereby affected or impaired.

26. Waiver. The failure of any person or entity designated herein to enforce any provision of this Agreement shall in no event be deemed to be a waiver of the right to do so for any subsequent violations. Moreover, the right to enforce any other provisions of this Agreement shall not be waived by such a failure nor shall there be any liability therefor.

27. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

28. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

29. Entire Agreement. This Agreement includes Exhibit A through Exhibit E, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. There are no other agreements, oral or written, between the Parties regarding the Property, and this Agreement may be amended only by written agreement signed by both of the Parties.

30. Headings. The headings of the sections and paragraph of this Agreement are for convenience only and shall not affect the meaning or interpretation of the contents of this Agreement.

31. Relationship of Parties. Nothing contained in this Agreement is intended to create, nor will it ever be construed to make, City and Building Owner partners or joint venturers.

32. Dispute Resolution.

(a) Negotiation Prior to Mediation

(i) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of both Parties shall meet at a mutually acceptable time and place.

(ii) Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(iv) At no time prior to the First Meeting shall either side initiate a mediation, an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Section 32(a)(i) above.

(v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs (i) and (ii) above are pending and for fifteen (15) calendar days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

(b) The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Section 32(c) below.

(i) Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested.

(ii) The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(iv) Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire.

(v) At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Section 32(b)(ii) above.

(vi) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling.

(c) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

33. Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement for all purposes:

- Exhibit A City Property Legal Description
- Exhibit B Building Owner Property Legal Description
- Exhibit C Easement Area Legal Description
- Exhibit D Parking Management Plan
- Exhibit E Market Area Depiction

SIGNATURES BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

BUILDING OWNER:

DIG CCP, LLC
a Delaware limited liability company

By: _____
Chris Dornin, Authorized Signatory

CITY:

CITY OF LAS VEGAS, a political subdivision of the
State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

Michael Niarchos, Esq.

ACKNOWLEDGMENTS

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016
by Carolyn G. Goodman as Mayor of the City of Las Vegas.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

(SEAL)

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016
by Chris Dornin as Authorized Signatory of DIG CCP, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

(SEAL)

Exhibit A

Legal Description of City Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

Exhibit B

Legal Description of Building Owner Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

Exhibit C

Legal Description of Easement Area

BEING A PORTION OF LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST; M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE NORTH 27°45'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 150.01 FEET; THENCE SOUTH 62°15'00" EAST, DEPARTING SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE NORTH 27°45'00" EAST, 1.17 FEET; THENCE SOUTH 62°15'00" EAST, 37.83 FEET; THENCE SOUTH 27°45'00" WEST, 147.17 FEET; THENCE NORTH 62°15'00" WEST, 0.33 FEET; THENCE SOUTH 27°45'00" WEST, 4.01 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 62°15'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 41.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,318 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 62°15'00" WEST, BEING THE BEARING OF THE SOUTH LINE OF LOT 1 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 97 OF PARCEL MAPS, AT PAGE 78.

Exhibit D
Parking Management Plan

EXHIBIT D
PARKING MANAGEMENT PLAN

This **Exhibit D** to the Amended and Restated Parking and Reciprocal Easement Agreement by and between the City of Las Vegas Nevada and DIG CCP, LLC dated December 1, 2016 (“the Agreement”) is hereby incorporated into and made a part of the Agreement. It is the intent of the Parties that if this Parking Management Plan is inconsistent or conflicts with the Agreement this Parking Management Plan shall govern and control. Any capitalized terms contained herein which are not defined herein shall have the same meaning as set forth in the Agreement.

1. Operation

Shared operation and maintenance requirements described below (“Shared Systems”) supporting both the Garage and the Building will be administered by the Building Owner, with the City providing reimbursement at the reimbursement rates as provided below. The reimbursement amounts will be based upon invoiced amounts to the Building Owner by third parties which are not Building Owner Affiliates, and the Building Owner will be entitled to charge as reimbursement for administrative costs a five percent (5%) mark-up on the City portion of shared costs, excluding the City’s power costs, which shall be allowed a two percent (2%) mark-up charge on the City portion of the power costs. Third party contract support on shared systems will be let in accordance with the general guidelines of Chapters 332 and 338 of the Nevada Revised Statutes as follows: sole source contracts justified on the basis of technical or proprietary knowledge are acceptable, but routine contracts shall be competitively bid (limited or unlimited solicitation as required by contract values) and awarded to the lowest responsive and responsible bidder. Work performed at no additional operating cost, i.e., warranty work, will not be subject to pro rata reimbursement. Responsibility for enforcement of warranty requirements will be dependent upon which construction contract, Garage or Building, provided the warranty.

Operations independent to the operation and maintenance of the Garage shall be administered by the City, either through utilization of City staff or through contract support. The City primary point-of-contract (PC) is designated as Brandy Stanley of the Parking Services Division, who can be contacted at (702) 229-6863.

The City and Building Owner will operate, maintain and repair their respective Storm Water Systems at their respective sole cost and expense and such systems are not Shared Systems.

2. Shared Systems Operated and Maintained by Building Owner

The following Shared Systems are operated and maintained by the Building Owner; Electrical Service, Fire Protection System, Fire Alarm System, Domestic Water Services, Sanitary Sewer, Trash Removal Service, Landscape Irrigation and Maintenance, and Operations and Monitoring during standard business hours.

Electrical Service is provided through one main electric meter for the site (Building and Parking Garage). The electricity usage of the Parking Garage is metered by a sub-meter. Building Owner shall have the right to credit against Parking Rent the charges for the electrical usage of the Parking Garage. City charges for electrical usage shall be pro-rata in accordance with the building and sub-meter readings. Additionally, City will reimburse Building Owner a monthly amount of \$1,081.50 for electrical consumption of shared systems and areas that are not submetered. Operation, maintenance and repair of the electrical distribution system will be performed by Building Owner with the cost allocated 50% to Building Owner and 50% to the City.

Fire Protection is provided to both the Building and Parking Garage from the same system. The system includes the common firewater piping, water storage tank and fire pump, emergency generator and facility enclosures for the equipment. Operation, testing, maintenance and repair of the Fire Protection system will be by Building Owner with the cost allocated 50% to Building Owner and 50% to the City.

The Fire Alarm/Life Safety Systems for the facilities are an integrated unit, with the control system located in the Building control room. The items include water mains, taps, meters and distribution piping. Operation, testing, maintenance and repair of the Fire Alarm/Life Safety Systems system will be by Building Owner with the cost allocated 50% to Building Owner and 50% to the City.

Domestic Water is provided to both the Office Building and the Parking Garage from the same source. The Building and Parking Garage are individually metered and each shall pay their respective water charges and operate, maintain and repair of the system up to the meter will be shared 50% for Building Owner and 50% for the City.

The Building Owner shall provide for standard trash removal service with the City responsible for 10% of the monthly bill. City agrees that all trash from the Garage will be hauled offsite and not deposited in the Building trash. The Building Owner will maintain the trash enclosure and the adjacent area marked in pink and labeled Building Maintains on Schedule D attached to this Parking Management Plan.

Landscaping is designed as a common aesthetic improvement for the facilities as a unit, and will be maintained to a standard level by the Building Owner. The City will be responsible for reimbursement of 100% of all routine area maintenance costs, vegetation replacement costs and irrigation repair costs within the areas marked in green and labeled Landscaping on Schedule D attached to this Parking Management Plan.

Monitoring cameras have been provided in both facilities by Building Owner, with the video feed terminating in the Building control room. Operation, testing, maintenance of the monitoring system shall be done by Building Owner. Building Owner shall monitor the garage during normal working hours, and provide the initial response to operational concerns during those hours. In return for that support, the City shall reimburse Building Owner 40% of the hourly labor cost and 100% of any costs for maintenance and repair of the video system supporting the garage.

Building Owner will provide security patrols in the Garage. The patrols will be provided by a third party contract security company approved by the City. The patrols will be provided pursuant to the following schedule:

Mon-Fri 9am-6pm: 1 patrol each hour

Mon-Fri 6pm-9am: 2 total patrols

Weekends: 4 total patrols, 2 daytime, 2 nighttime

Each patrol will cover all Garage stairwells, Garage area and Garage perimeter. In the event there are situations that the security company will not handle, the security company will refer the situations to the City Marshal. CPV will reimburse Building Owner for the allocated costs of patrols in Parking Garage up to \$400.00 per month subject to increase by Building Owner upon no less than sixty (60) days prior written notice to City. The City shall have the right to cancel the patrol service at its option and provide the patrol service at the cost and expense of the City.

In the event Building Owner has an on-site, full time building engineer assigned to the Building, the City shall also reimburse Building Owner in an amount equal to three percent (3%) of the daily cost of such building engineer and 100% of any overtime charges (related to services below) provided that the building engineer provides the following services: notifies the City of any emergencies, monitor and inform the City of any observed deficiencies in the Shared Systems and provide input on the efficient maintenance of the Garage and the Shared Systems. The daily cost shall be based on the salary or hourly wages paid to the building engineer and an allocation of other customary employee benefits and costs. The City shall have the right to terminate this service and cost at the City's option and discretion. The City portion of costs incurred by Building Owner for operation, maintenance and repair of Shared Systems, will be credited against Parking Rent due to the City by Building Owner. In the event such costs exceed the amount of the monthly Parking Rent due, the balance will be invoiced to the City for payment to Building Owner. Building Owner shall provide evidence of all amounts paid by Building Owner for which Building Owner is being reimbursed under this Parking Management Plan and such evidence will be provided monthly in connection with any credits against Parking Rent taken by Building Owner or invoiced by Building Owner to the City. If the City incurs costs for operation, maintenance and repair of Shared Systems, Building Owner will be invoiced by the City on a monthly basis. All amounts invoiced by a Party shall be paid within thirty (30) days.

City Garage Operational Requirements

Except as required by Section 19 of the Agreement and is necessary for the repair and maintenance of the Garage, the Garage will be open at all times for parking by the Building Owner tenants and Building visitors and will provide unrestricted access to the Garage at all times.

Upon installation of the PARCS, access to the Garage will be by access cards and parking tickets. The City will activate and deactivate access cards as requested by Building Owner.

The PARCS will be maintained by the City in good working condition at the City's sole cost and expense and shall be operational at all times. The City also will provide a cashier at the City's sole cost and expense for a maximum of six (6) hours a day, excluding weekends and holidays, at such times as determined by the City.

In the event requested by Building Owner, the City will track and directly bill tenants of the Building as requested in writing by Building Owner, provided, however, that Building Owner shall be liable to pay the full amount of Parking Rent at all times and the City shall not be required to collect any unpaid Parking Rent from such tenants.

3. Shared Systems Operated and Maintained by the City

The City will provide the following levels of operational and maintenance activities at the Garage. These services may be provided, in all or part, by City staff or contract personnel:

Validations. Upon installation of the PARCS, the City will establish a validation program which any or all Tenants and the Building Owner or manager may elect to participate in. Parking fees for validated parking will be billed directly to each tenant by the City on a monthly basis.

Custodial. Trash receptacles will be provided adjacent to each of the north and south stairwells, and the building entry area on the east wall, on each level for a total of nine (9) interior receptacles. These receptacles, along with the four (4) perimeter receptacles, will be emptied on a daily basis. In addition, all three levels of the Garage, plus the perimeter area will be checked and loose trash or debris removed daily. The floors of each level will be swept weekly as needed, and degreased and pressure washed once annually. The glass door and the glass panels to both sides of the doorway on the north stairwell will be cleaned a minimum of once weekly, and the entire glass stairwell will be cleaned once quarterly, preferably in coordination with the Building Owner and its window cleaning contractor, in which case 100% of the associated Building Owner expense shall be invoiced back to the City as a reimbursable expense. The sidewalk on the garage perimeter will be power washed once quarterly.

Pest Control. City will reimburse Building Owner for fifty percent (50%) of the cost of pest control for the ground floor exterior of the Garage.

Electrical Plumbing and Mechanical Systems. Necessary preventative maintenance and repairs will be provided for the drainage system, exhaust fans, carbon dioxide detection system, and dewatering pumps. Lighting will be inspected once weekly, and lamps, ballasts and other components replaced as required. The necessary permits for the dewatering system will be obtained and maintained, including requisite sampling and monitoring.

Parking Enforcement. The parking garage will be enforced by the Parking Services Division. At the request of the Building Owner, Parking Services will place citations on unauthorized vehicles parked in reserved Building Owner Spaces.

Garage Attendant Office: Since the attendants' office will not be required for garage operations, the City reserves the right to utilize the space in support of other City operations,

including temporary parking in the adjacent area. The City will maintain all system components, and will include cleaning of the office and the attached bathroom in the custodial services.

Southern Boundary: Vegetation and litter control will be provided by the City on vacant strip on the south boundary of the garage indicated by the area marked in Blue and labeled City Maintains on Schedule D attached to this Parking Management Plan; however, the City reserves the right to utilize this area for future storage.

Signage and Striping: The City shall maintain the floor striping and all general parking signage, in a legible and first-class condition. The City shall utilize standard fonts and sizes for all signage, which shall be extended to any third party lessees. The City will be responsible for posting of signage on all spaces leased by the Building Owner.

Schedule D

Exhibit E
Market Area Depiction

EXHIBIT E
to Amended and Restated Parking Reciprocal Easement Agreement

City Centre Place
Market Rate Survey*
As of 1/1/16

Facility Name	Facility Address	Transient Rates			Monthly Rates	
		Hourly Rate	Daily Max	Notes	Unreserved	Notes
Lewis St Professional Ce	258 Lewis Avenue	\$ 8.00	\$ 24.00		\$ 125.00	Valet only
Bank of America	300 S. 5th Street	\$ 6.00	\$ 20.00			N/A; no non-tenant parking
	321 S. Casino			\$8 for 1st hr, then \$4		
Lewis St Garage	Center	\$ 6.00	\$ 20.00	every hour after	\$ 115.00	
City Centre Place	455 S. 3rd Street	\$ 2.00	\$ 8.00	4 hour limit	\$ 100.00	
Average		\$ 5.50	\$ 18.00		\$ 113.33	

*To include all parking rates offered to the general public in parking structures inside the area bounded by:

Bonneville
Las Vegas Boulevard
Bridger Avenue
Casino Center Boulevard

EXHIBIT D
Form of Execution Agreement
EXECUTION AGREEMENT

THIS EXECUTION AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2016, by and between the CITY OF LAS VEGAS , a political subdivision of the State of Nevada ("*CLV*"), and DIG CCP, LLC, a Delaware limited liability company ("*Building Owner*"). City and Building Owner are individually referred to herein as a "*Party*" or collectively herein as "*Parties*".

RECITALS

WHEREAS:

A. The Parties intend to enter into that Amended and Restated Parking and Reciprocal Easement Agreement substantially in the form attached hereto as Exhibit A (the "PREA").

B. The Parties desire to enter into this Agreement to set forth certain agreements as to the execution and recordation of the PREA.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Definitions. Any capitalized terms in this Agreement which are not defined in this Agreement shall have the same meaning as set forth in the PREA.

"*Beneficiary*" means PCCP Credit VI Reit-Sub Holdco USB Seller, LLC, a Delaware limited liability company.

"*Deed of Trust*" means that certain Deed of Trust to secure an indebtedness of \$18,000,000.00, recorded January 8, 2015 in Book 20150108 Document No. 0000968 of Official Record of Clark County, Nevada by DIG CCP, LLC, a Delaware limited liability company as Trustor in favor of First American Title Insurance Company as Trustee for the benefit as Beneficiary of PCCP Credit VI Reit Sub Holdco, LLC, a Delaware limited liability company, of which the beneficial interest was assigned to PCCP Credit VI Reit-Sub Holdco USB Seller, LLC by Assignment recorded May 22, 2015, in Book 20150522 as Document No. 0000254, of Official Records.

"*Recording Agent*" means Nevada Title Company, 2500 North Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, Attention: Kristin Ravelo.

"*SA*" means that Subordination Agreement substantially in the form of Exhibit B attached hereto to be entered into by Beneficiary and CLV whereby the Deed of Trust is subordinated to the PREA.

2. Representations and Warranties.

2.1 CLV's Representations. CLV represents and warrants that as of the date hereof and as of the Effective Date (defined below):

(a) CLV has all requisite power and authority to enter into and perform its obligations under the PREA.

(b) By proper action of CLV, CLV's signatories have been duly authorized to execute and deliver the PREA.

(c) The execution of the PREA by CLV does not violate any provision of any other agreement to which CLV is a party.

(d) No approvals or consents not heretofore obtained by CLV are necessary in connection with the execution of the PREA by CLV or with the performance by CLV of its obligations thereunder.

(e) To CLV's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against CLV which would inhibit CLV's ability to perform its obligations under the PREA.

(f) To CLV's actual knowledge, the execution, delivery and performance of the PREA by CLV will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CLV.

As used in this Agreement, the term "CLV's actual knowledge" means the actual knowledge of the CLV Manager of the CLV.

2.2 Building Owner Representations. Building Owner represents and warrants to CLV that as of the date hereof and as of the Effective Date:

(a) Building Owner is a limited liability company duly organized and existing under the laws of the State of Delaware and is duly qualified to do business in the State of Nevada.

(b) Building Owner has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under the PREA.

(c) By proper action of Building Owner, Building Owner's signatories have been duly authorized to execute and deliver the PREA.

(d) The execution of the PREA by Building Owner does not violate any provision of any other agreement to which Building Owner is a party.

(e) No approvals or consents not heretofore obtained by Building Owner are necessary in connection with the execution of the PREA by Building Owner or with the performance by Building Owner of its obligations hereunder.

(f) Neither Building Owner nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Building Owner's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Building Owner which would inhibit Building Owner's ability to perform its obligations under the PREA.

(h) To Building Owner's actual knowledge, the execution, delivery and performance of the PREA will not conflict with or be in contravention of any provision of law, order, rule or regulation applicable to Building Owner.

(i) To Building Owner's actual knowledge, Beneficiary is still the sole owner of the beneficial interest under the Deed of Trust.

As used in this Agreement, the term "Building Owner's actual knowledge" means the actual knowledge of Chris Dornin the Building Owner.

3. Execution and Effective Date of PREA. The Parties agree that the Effective Date of the PREA shall be December 1, 2016 and that shall be the date inserted into the PREA. Upon the Effective Date the Parties shall:

(a) CLV shall deliver to Recording Agent the PREA duly executed and acknowledged by CLV;

(b) Building Owner shall deliver to Recording Agent the PREA duly executed and acknowledged by Building Owner;

(c) Building Owner shall deliver to Recording Agent the SA duly executed and acknowledged by Building Owner and Beneficiary; and

(d) CLV shall deliver to Recording Agent the SA duly executed and acknowledged by CLV.

4. Default. In the event a Party defaults in its respective obligation to make its deposits pursuant to Section 3, the only right of the nondefaulting Party is to terminate this Agreement upon written notice to the defaulting Party. Upon such termination, this Agreement shall automatically terminate and be of no further force and effect with any liability of the part of any Party.

5. Miscellaneous Provisions.

5.1 Survival. The representations and warranties contained in this Agreement shall survive the recordation of the PREA and shall not be deemed merged into the PREA.

5.2 Notices. Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided in this Agreement, be given or served: (a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (b) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective upon delivery. For purposes of notice, the addresses of the Parties shall be as follows or such other address as either party may notify the other in compliance with this Section:

Building Owner: DIG CCP, LLC
c/o Dornin Realty Advisors, Inc.
6725 Via Austi Parkway, Suite 380
Las Vegas, Nevada 89119
Attention: Chris Dornin

With a copy to: Sklar Kirsh, LLP
1880 Century Park East, Suite 300
Los Angeles, California 90067
Attention: Mark Nicoletti, Esq.

CLV: City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Brandy Stanley

With a copy to: City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Teri Ponticello

5.3 Entire Agreement, Amendments and Waivers. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit B, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of CLV and Building Owner.

5.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

5.5 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

5.6 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

5.7 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile or electronic mail transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

5.8 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

SIGNATURE BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CLV

BUILDING OWNER

CITY OF LAS VEGAS, NEVADA, a
political subdivision of the State of Nevada

DIG CCP, LLC, a Delaware limited liability
company

By: _____
Carolyn G. Goodman, Mayor

By: _____
Chris Dornin, Authorized Signatory

ATTEST:

LuAnn D. Homes, MMC, City Clerk

APPROVED AS TO FORM:

Date

EXHIBITS

EXHIBIT A - PREA

EXHIBIT B - SA

EXHIBIT A

AMENDED AND RESTATED PARKING
AND RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED PARKING AND RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") is entered into as of the 1st day of December, 2016 (the "**Effective Date**"), by and between the **CITY OF LAS VEGAS NEVADA**, a political subdivision of the State of Nevada (the "**City**"), and **DIG CCP, LLC**, a Delaware limited liability company ("**Building Owner**"). City and Owner are individually referred to herein as a "**Party**" or collectively herein as "**Parties**".

RECITALS:

WHEREAS:

A. The City of Las Vegas Redevelopment Agency, a public body corporate and politic of the City of Las Vegas, Nevada ("**Agency**"), and Intown Office, LLC, a Nevada limited liability company ("**Developer**"), entered into that certain Parking and Reciprocal Easement Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument No. 01526 of the Official Records of Clark County, Nevada (the "**Official Records**"), as amended by that certain Second Amendment to Development Agreement and Amendment to Parking and Reciprocal Easement Agreement dated as of September 18, 2002, by and between Agency and Developer, including that certain Parking Management Plan attached thereto as Attachment 4, recorded October 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15, 2012, by and between Agency and NNN City Centre Place, LLC, NNN City Centre Place I, LLC, NNN City Centre Place 2, LLC, NNN City Centre Place 3, LLC, NNN City Centre Place 4, LLC, NNN City Centre Place 5, LLC, NNN City Centre Place 6, LLC, NNN City Centre Place 7, LLC, NNN City Centre Place 8, LLC, NNN City Centre Place 9, LLC, NNN City Centre Place 10, LLC, NNN City Centre Place 12, LLC, NNN City Centre Place 13, LLC, NNN City Centre Place 14, LLC, NNN City Centre Place 15, LLC, NNN City Centre Place 17, LLC, NNN City Centre Place 18, LLC, and NNN City Centre Place 19, LLC, each one a Delaware limited liability company, each as successor-in-interest to Developer (collectively, "**NNN**"), acting by and through Daymark Properties Realty, Inc., as agent for NNN, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official Records (collectively, as so amended, the "**Original Parking Agreement**").

B. Pursuant to the Original Parking Agreement, (i) the Agency constructed a parking garage (the "**Garage**") on that certain real property bearing Accessors Parcel Number ("**APN**") 139-34-301-004 and more particularly described on **Exhibit A** attached hereto (the "**City Property**"), and (ii) Developer constructed an office building (the "**Building**") on that certain real property bearing APN 139-34-301-003 and more particularly described on **Exhibit B** attached hereto (the "**Building Owner Property**").

C. Pursuant to the Original Parking Agreement, (i) Agency granted certain easement and leasehold rights to the record owner of the Building Owner Property, and (ii) NNN, as successor-in-interest to Developer, granted an easement to the Agency for the purpose of constructing, maintaining and operating the Garage on a portion of Building Owner Property which portion is more particularly described on **Exhibit C**, attached hereto and incorporated herein by this reference (the "**Easement Area**").

D. The Building Owner Property was acquired by CSFB 2004-C5 Office 400, LLC, a Nevada limited liability company ("**CSFB**"), as successor-in-interest to NNN pursuant to that certain Trustee's Deed Upon Sale dated August 27, 2013, and recorded on August 29, 2013, in Book 20130829 as Instrument No. 0001142.

E. Building Owner acquired the Building Owner Property, and all of CSFB's interest in the Original Parking Agreement, from CSFB pursuant to that certain Grant, Bargain, Sale Deed dated January 7, 2015, and recorded on January 8, 2015 as Instrument No. 20150108-0000967, and assumed all of the rights and obligations under the Original Parking Agreement.

F. The Garage and City Property was acquired by City and in connection therewith, (i) the Agency assigned the Original Parking Agreement to City, and (ii) City assumed all of the rights and obligations of Agency under the Parking Agreement.

G. The Parties mutually desire to amend and restate in full the Original Parking Agreement on the terms and conditions set forth in this Agreement and for this Agreement to supersede in all respects the Original Parking Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties hereby agree as follows:

1. Definitions. The Parties agree that the following terms shall have the following definitions:

"Building Owner Affiliate" means a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Building Owner.

"Building Owner Space" has that definition set forth in Section 4.

"Building Rates" means the monthly and hourly parking rates charged to all users of the Garage other than the Building Owner for the Building Owner Spaces.

"City Affiliate" means, with respect to the City, any agency or other governmental body that, directly or indirectly, through one or more intermediaries, controls or is controlled by the City.

"CPI" means the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base.

"CPI Increase" means the percentage increase (rounded to the nearest one hundredth (.01)) in the CPI between a calendar year and the immediately preceding calendar year. By way of example only, if the CPI for a calendar year is 136 and the CPI for the immediately preceding calendar year is 129, then the CPI Increase is equal to 4.7%.

"Designation Notice" has the meaning set forth in Section 4(a)(i).

"Easements" means the Building Owner Easement and the City Easement.

"Effective Date" has the meaning set forth in the introductory paragraph above.

"Excess Gross Revenues" has the meaning set forth in Section 5.

"Gross Revenues" has the meaning set forth in Section 5.

"Interest Rate" means the greater of (i) five percentage points (5%) over that fluctuating rate of interest announced from time to time by the Bank of America National Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as City reasonably shall

determine), or (ii) twelve percent (12%) per annum; provided, however, that in no event shall the interest rate exceed the maximum interest rate permitted by law.

"Market Area" means that area in the City bounded by Bonneville Avenue, Las Vegas Boulevard, Bridger Street and Casino Center Drive, as depicted on **Exhibit E** attached hereto.

"Market Area Rates" means collectively a hourly parking rate, a daily maximum parking rate and a monthly non-reserved parking rate each respectively equal to the average of the hourly parking rates, the average of the daily maximum parking rates and the average of the monthly non-reserved parking rates offered to the general public in parking structures within the Market Area as of January 1 of each year, including, without limitation, the posted public parking rates in the Garage (but in no event including any discounted rates offered in the Garage), rounded to the nearest one cent (\$.01).

"Maximum Spaces" means 433 parking spaces in the Garage which is the maximum that Building Owner has the right to lease as Building Owner Spaces.

"PARCS" means a parking access and revenue control system, which includes all parking gates, card readers, intercoms, merchant validators, ticket machines, exit verifiers, pay on foot stations, cashier terminals, head end management computer and software and all other components comprising the system.

"Parking Management Plan" means that plan for the management of the Garage attached hereto as **Exhibit D**.

"Parking Rent" means the monthly rent rate that Building Owner pays for the Building Owner Spaces.

"Per Space Rate" shall initially be \$75.00 for each unreserved Building Owner Space and \$85.00 for each reserved Building Owner Space, as adjusted from time to time pursuant to Section 4(c).

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof.

"Requirements" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all federal, state and local governmental authorities having jurisdiction over the Garage and/or the Building (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Garage and/or Building, as then in force; and (iii) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

"Shared Systems" means those operation and maintenance systems supporting both the Garage and the Building as described in the Parking Management Plan.

"Surrender Notice" has the meaning set forth in Section 4(a)(iii).

2. Grant of Easement from Building Owner to City. Building Owner hereby grants, and establishes for the benefit of the City Property and the benefit of the City and City's successors and

assigns, a nonexclusive easement (the "**Parking Easement**") on, over and across the Easement Area, solely for the construction, maintenance, repair and operation of a portion of the Garage, subject to the rights and obligations set forth in this Agreement. The City acknowledges that the Building Owner has constructed a portion of the Building in the air space above the portion of the Garage constructed on the Easement Area, and that the structural support system of a portion of the Building runs through and below the Garage. The term Easement Area shall specifically exclude any portion of the Building Owner Property upon which the Building exists, including that portion of the Building constructed over the Garage. Such Parking Easement shall be for the benefit of and appurtenant to the City Property. The Parking Easement shall not be used for any purpose other than for construction, maintenance, repair and operation of the Garage, and uses appurtenant thereto.

3. Grant of Reciprocal Easements between City and Building Owner.

(a) City does hereby grant and establish for the benefit of the Building Owner the following nonexclusive easements (the "**Building Owner Easement**") on, under, within and across the City Property and the improvements constructed on the City Property and the Easement Area: (i) the right of access and egress over all drive lanes existing from time to time in the Garage to and from the Building through the City Property and the Garage; (ii) the right to construct, maintain, repair and replace public utility lines, including, without limitation, water, sanitary sewer, gas, storm drainage, telephone and other communication line and electrical lines and conduits, over, under, and across the City Property and the improvements constructed on the City Property and the Easement Area, but in only in such reasonable locations as reasonably approved by the City, the applicable utility company and any applicable laws and codes, and (iii) (subject to Section 16 hereof) the right to access structural portions of the Building including structural supports, including, without limitation the right to cut or bore through the City improvements to the extent necessary to access the Building structural supports; provided that any damage to the City improvements caused by the Building Owner shall be promptly repaired at the sole cost and expense of the Building Owner and in compliance with all Requirements. Such Building Owner Easement shall be for the benefit of and appurtenant to the City Property.

(b) The Building Owner does hereby grant and establish for the benefit of the City the following nonexclusive easements (the "**City Easement**") on, under, within and across the Building Owner Property and the improvements constructed on the Easement Area: (i) the right to construct, maintain, repair and replace public utility lines, including, without limitation, water, sanitary sewer, gas, storm drainage, telephone and other communication line and electrical lines and conduits, over, under, and across the Building Owner Property and the improvements constructed thereon, but only in such reasonable locations as approved by the Building Owner, the applicable utility company and any applicable laws and codes, (ii) and the right to access structural portions of the Garage including structural supports; provided that any damage to the City improvements caused by the Building Owner shall be immediately repaired at the sole cost and expense of the Building Owner. Such City Easement shall be for the benefit of and appurtenant to the City Property.

4. Lease of Parking Spaces to Building Owner. The City hereby leases to the Building Owner, and the Building Owner hereby leases from the City, parking spaces in the Garage (each a "**Building Owner Space**") for the use of the Building Owner and its tenants, and their customers and invitees, upon the following terms and conditions:

(a) Lease of Building Owner Spaces. Building Owner shall have the right from time to time to increase and/or decrease the number of Building Owner Spaces it leases in the Garage as Building Owner determines at its discretion, provided, however, Building Owner may not at any time have under lease more than the Maximum Spaces, without the prior written consent of the City. The City agrees that (i) there is no minimum number of parking spaces that Building Owner is required to lease and

(ii) the number of Building Owner Spaces that Building Owner leases will fluctuate from time to time. The Parties agree that Building Owner shall have the right to lease or to surrender Building Owner Spaces as follows:

(i) In the event that Building Owner elects to increase the number of Building Owner Spaces it leases in the Garage (but in no event more than the Maximum Spaces), Building Owner shall provide no less than thirty (30) days prior written notice as to the number of additional Building Owner Spaces it has elected to lease in the Garage (the "**Designation Notice**").

(ii) The Designation Notice shall (i) designate the number of additional Building Owner Spaces that Building Owner will be leasing, (ii) the Building Owner's preference as to where the additional Building Owner Spaces will be located, and (iii) the date that the lease of the additional Building Owner Spaces will be effective, which date in all events will be no sooner than thirty (30) days after the effective delivery of the Designation Notice. In the event that Building Owner desires that any additional Building Owner Spaces be designated as reserved parking spaces, then Building Owner will specify in a Designation Notice the number of reserved parking spaces and the location of the reserved parking spaces. Building Owner agrees that all Building Owner Spaces shall be located in the basement level or upper level of the Garage as designated by Building Owner in the Designation Notice at its discretion, subject to the maximum number of spaces located on a floor, provided, however, that Building Owner shall have the right to designate up to, but not more than, ten (10) reserved Building Owner Spaces to be located on the ground floor of the Garage.

(iii) In the event that Building Owner determines to decrease the number of Building Owner Spaces it leases in the Garage, Building Owner shall provide no less than thirty (30) days prior written notice as to the number of Building Owner Spaces it has elected to surrender (the "**Surrender Notice**"). The Surrender Notice shall (i) designate the number of Building Owner Spaces it will be surrendering in the Garage, (ii) the Building Owner's preference as to where the surrendered Building Owner Spaces are located, and (iii) the date that the surrender of the Building Owner Spaces will be effective which date in all events will be no sooner than thirty (30) days after the effective delivery of the Surrender Notice. The City agrees that Building Owner shall have the right to re-lease, pursuant to Section 4(a)(i), any surrendered Building Owner Spaces.

(b) Rent.

(i) The Building Owner hereby agrees to pay the City as calendar monthly rent for the Building Owner Spaces (the "**Parking Rent**") in an amount equal to the applicable Per Space Rate times the number of Building Owner Spaces leased during the month in question. The Building Owner shall pay all Parking Rent, monthly in advance, by the 1st day of each calendar month. Subject to (b)(ii) next below, the obligation to pay Parking Rent shall commence with respect to a specific Designated Space upon the later to occur of: (i) the date specified in the Designation Notice for possession of each applicable Designated Space, or (ii) the date the City provides actual possession of the Designated Space to the Building Owner. Subject to (b)(ii) next below, in the event that Building Owner has delivered a Surrender Notice, then the obligation to pay Parking Rent for any Building Owner Spaces surrendered in the Surrender Notice shall cease as of the date specified therein for the surrender of the Building Owner Spaces. The obligation to pay Parking Rent hereunder shall be specific to the owner of the Building from time to time.

(ii) If an increase in Building Owner Spaces occurs other than on the first day of a calendar month, then (i) if the increase in Building Owner Spaces occurs prior to the 15th of the month, then the next payment of Parking Rent shall include a full month of Parking Rent for such additional Building Owner spaces and (ii) if the increase in Building Owner spaces occurs on or after the

15th of a month, then the next payment of Parking Rent shall include one-half (1/2) of a full month of Parking Rent for such additional Building Owner Spaces. If a surrender of Building Owner Spaces occurs other than on the first day of a calendar month, then (i) if the surrender of Building Owner Spaces occurs prior to the 15th of the month, then Building Owner shall have the right to deduct from the next payment of Parking Rent one-half (1/2) of a full month of Parking Rent for such surrendered Building Owner Spaces and (ii) if the surrender of Building Owner Spaces occurs on or after the 15th of a month, then Building Owner shall not have any right to a deduction from the next payment of Parking Rent in connection with such surrendered Building Owner Spaces.

(c) Parking Rent Adjustment. Effective April 1 of each year, the Parking Rent shall be adjusted annually as follows:

(i) In the event the monthly Market Area Rates have increased as of January 1 of such calendar year, then the Per Space Rent for non-reserved Building Owner Spaces shall be increased (rounded to the nearest one cent (\$.01)) to equal the lesser of (i) sixty-six percent (66%) of such monthly Market Area Rates; or (ii) the Per Space Rent then in effect for non-reserved Building Owner Spaces increased by a percentage equal to the CPI Increase for the previous calendar year.

(ii) In the event the monthly Market Area Rates have decreased as of January 1 of such calendar year, then the Per Space Rent for non-reserved Building Owner Spaces shall be decreased (rounded to the nearest one cent (\$.01)) to equal sixty-six percent (66 %) of such monthly Market Area Rates.

(iii) In the event the monthly Market Area Rates have increased as of January 1 of such calendar year, then the Per Space Rent for reserved Building Owner Spaces shall be increased (rounded to the nearest one cent (\$.01)) to equal the lesser of (i) seventy-five percent (75 %) of such monthly Market Area Rates; or (ii) the Per Space Rent then in effect for reserved Building Owner Spaces increased by a percentage equal to the CPI Increase for the previous calendar year.

(iv) In the event the monthly Market Area Rates have decreased as of January 1 of such calendar year, then the Per Space Rent for reserved Building Owner Spaces shall be decreased (rounded to the nearest one cent (\$.01)) to equal seventy-five percent (75%) of the monthly Market Area Rates.

The Per Space Rents as adjusted shall remain in effect for the next twelve (12) months thru March 31.

(d) Parking Rate Adjustment Statements. No later than February 1 of each year, City shall provide Building Owner with a written statement as to the following:

- (i) The Market Area Rates as of January 1, as determined by City;
- (ii) The CPI Increase, if any; and
- (iii) The adjusted Per Space Rent for the next twelve (12) months.

The statement shall include the data relied upon by the City in determining the monthly Market Area Rates, the CPI increase, if any, and the adjusted Per Space Rent. The statement shall be conclusive except for manifest error. In the event Building Owner does not object in writing within thirty (30) days after delivery of the statement, then the Building Owner shall be deemed to have accepted the adjusted Per Space Rent. The Parties agree that (i) any disputes as to the adjusted Per Space Rent shall be resolved

pursuant to Section 32 below, (ii) until such dispute is resolved the then Per Space Rent then in effect shall continue to be paid until such time as the dispute is resolved, and (iii) upon final resolution of such dispute: (x) a lump sum payment shall be made within thirty (30) days after such final resolution by City to Building Owner in the event the Per Space Rent paid during the period of resolution of the dispute exceeded the final determined Per Space Rent in the total amount of the excess paid, or (y) a lump sum payment shall be made within thirty (30) days after such final resolution by Building Owner to City in the event the Per Space Rent being paid during the period of resolution of the dispute was below the final determined Per Space Rent in the total amount of the deficiency.

(e) Right of Building Owner to Sublease Spaces to Building Tenants. The Building Owner shall have the right to sublease any or all of the Building Owner Spaces, without notice to the City, to any tenant of the Building which is leasing space in the Building at the time of the subletting on such terms as the Building Owner may determine at its sole discretion, including without limitation, for less or more than the Per Space Rent. Building Owner shall have no other rights whatsoever to sublease, license or otherwise let in any manner the Building Owner Spaces to any other party and any other such subletting, licensing or letting shall be a default of Building Owner under this Agreement. The Building Owner shall have the right to keep any and all rent it receives from any such permitted subtenant.

(f) After-Hours Use of Parking Spaces by City. City shall have the non-exclusive right to use, without the payment of rent or reimbursement whatsoever, any of the unreserved Building Owner Spaces located in the Garage on an hourly basis during non-business hours (6:30 p.m. to 4:00 a.m. weekdays or anytime on weekends). In such event, the City shall be solely responsible for all actions and costs incurred therewith, and shall ensure that all Tenants of the Building will be permitted to park in the garage at any time, without charge by the City. City agrees to provide Building Owner with no less than five (5) days notice if City is to use parking spaces in the basement level.

(g) Lease of Non-Building Owner Spaces. City shall have the absolute right to lease all parking spaces that are not designated as Building Owner Spaces to any party as the City determines in its sole discretion, *provided however*, that all spaces shall be leased on either a transient/hourly basis or on a monthly basis. City agrees that it shall, at all times, maintain monthly leased parking spaces only on a month-to-month basis which can be terminated on thirty (30) days' notice. City further agrees that the rates charged for all monthly and hourly parking for spaces, other than the Building Owner Spaces, shall be at 100% of the Market Area Rates.

5. Gross Revenue Sharing. The terms (i) "**Gross Revenues**" means the total gross amounts received by the City, whether for cash or credit, in connection with the operation of the Garage received during any calendar year and (ii) "**Excess Gross Revenues**" means the amount by which Gross Revenues exceeds the amount of \$825,000. The Parties agree that if there are Excess Gross Revenues in any year, then City shall pay to Building Owner an amount of Excess Gross Revenues (rounded to the nearest one cent (\$.01)) determined by multiplying Excess Gross Revenues by a fraction of which (i) the numerator is the average number of Building Owner Spaces leased during the year (rounded to the nearest whole space) and (ii) the denominator is 572 which the Parties agree is the total number of parking spaces in the Garage. Within forty-five (45) days after each calendar year, City shall provide Building Owner with a statement certified by City setting out (i) Gross Revenues, (ii) Excess Gross Revenues, if any, and (iii) the amount owed to Building Owner, if any. Such statement shall be accompanied with payment to Building Owner of any amount of Excess Gross Revenues owed to Building Owner. City shall keep complete and accurate books and accounts of its daily gross sales of the Garage. Building Owner and its agents and employees shall have the right at any time during regular business hours to examine and inspect all the books and accounts of City related to Gross Revenues, including sales tax reports, tax returns, or other reports to any governmental agency, for the purpose of verifying the accuracy of any statement of Gross Revenues. Building Owner may, at its option and no more than once in any consecutive 12-month period,

cause an audit of Gross Revenues to be performed by a certified public accountant of Building Owner's choice. If such audit shows that any statement of Gross Revenues previously made by City is more than five percent (5%) less than the amount of Gross Revenues determined by such audit, the cost of such audit shall be borne by City (not to exceed \$7,500.00); otherwise it shall be borne by Building Owner.

6. Term. This Agreement shall continue in full force and effect for a term of ninety-nine (99) years from the Effective Date, unless earlier terminated for the following exclusive reasons:

(a) Mutual written and recorded agreement of the City and the Building Owner terminating the Agreement;

(b) Total destruction of the Building combined with the written and recorded election of the Building Owner not to rebuild; or

(c) Total and permanent condemnation of the Building or the Garage by any governmental agency having authority to do so, other than the City.

7. Conformance of Exterior of Building and Garage. City and Building Owner each hereby agree to maintain conformity and harmony of exterior design of the Garage with the Building as currently designed. The City shall not make any modifications to the appearance or design of the Garage exterior without the prior written consent of Building Owner. Building Owner shall not make any material modifications to the appearance or design of Building exterior without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

8. No Mechanics' Liens. City expressly acknowledges that nothing in this Agreement shall authorize City, or any person dealing with, through or under City, to subject Building Owner's Property, the Building, or the Easement Area to any mechanic's or materialman's lien. City agrees not to permit or suffer and, to the extent so permitted or suffered, to cause to be removed and released (including, but not limited to, by delivering a bond), any mechanic's, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the inspection, construction, alteration, repair or surveying of the Parking Easement or the Garage, by, through or under City. In the event the City has not removed (or bonded over if applicable) any such lien within thirty (30) days, the Building Owner may, at City's expense, with the assistance of attorneys of Building Owner's choosing, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Building Owner deems necessary to defend itself and the Building Owner's Property, the Building, or the Easement Area from all claims or liability arising as set forth above, and City shall promptly reimburse Building Owner for all costs and expenses (including, without limitation, reasonable attorney fees and costs) incurred in connection therewith, including twenty percent (20%) of such costs for the Building Owner's supervision of such matter.

9. Installation of Access Gates and Maintenance of Garage and Shared Systems.

(a) City agrees that it is its intent to install the PARCS in order to remove all parking meters and to permit parking validation for the invitees of the Building. City agrees to install at its cost and expense PARCS that includes, but is not limited to (i) Access Gates on all floors of the Garage in compliance with all Requirements, (ii) a cashier booth on the ground floor, (iii) automated pay stations and (iv) all other systems required to operate the Garage without individual parking meters and to permit parking validation. City agrees that it shall use commercially reasonable efforts to have the PARCS installed and operational no later than November 1, 2016. The Parties agree that the PARCS will be operated pursuant to the Parking Management Plan.

(b) Except for Shared Systems to be operated and maintained by Building Owner, the City shall maintain the Garage, at its sole cost and expense, in compliance with all Requirements, including the Americans with Disabilities Act of 1990 and the Parking Management Plan. All construction, maintenance or repairs performed on the Easement Area by the City shall be performed in compliance with the following terms and conditions:

(i) All construction, maintenance, repair and use shall comply with all Requirements; and

(ii) No construction, maintenance, repair or other use by City shall unreasonably interfere with access to the Building, the Garage, the Building Owner Spaces, or the permitted use of the Garage by Building Owner. To the extent reasonably possible, all construction or repair work shall be conducted during non-business hours (i.e., between 6:30 p.m. to 6:30 a.m. weekdays and prior to 8:00 a.m. or after 2:00 p.m. on Saturday, or anytime on Sundays). Without limiting the provisions of this Section 9, the City in the maintenance of the Garage, shall observe the following standards:

1. Maintain the surface of the automobile parking area level, smooth and evenly covered with either the type of surfacing material originally installed thereon, or a substitute which shall be in all respects equal in quality, appearance and durability to the original material.
2. Remove all papers, debris, filth and refuse and wash or thoroughly sweep paved areas as required.
3. Maintain such appropriate automobile parking area entrance, exit and directional signs, markers and lights as shall be reasonably required and in accordance with the practices prevailing in the operation of comparable parking structures.
4. Clean lighting fixtures and relamp and/or reballast as needed.
5. Repaint striping, markers, directional signs, etc., as necessary to maintain in first-class condition.
6. Maintain landscaping as necessary to keep in a first-class, healthy condition.
7. Operate the Garage in conformance with the Parking Management Plan.
8. Clean, repair and maintain all common utility systems to the extent that the same are not cleaned, repaired and maintained by public utilities.

In the event that City does not so repair or maintain the Garage, then Building Owner shall have the right (in Building Owner's sole discretion), upon ten (10) days prior written notice to City (except that no notice shall be required in the case of an emergency), to perform such maintenance or repair on behalf of City. City agrees to reimburse Building Owner immediately upon demand for any costs and expenses incurred by Building Owner in connection with the performance by Building Owner of the City's obligations under this

Section 9(b), including twenty percent (20%) of such costs for the Building Owner's supervision of any maintenance and repair.

(c) Building Owner acknowledges that the maintenance of the Shared Systems in full operating condition is critical to the operation of the Garage. Building Owner agrees to maintain at all times the Shared Systems in good repair and full operating condition and in compliance with all Requirements. In the event that Building Owner does not so maintain the Shared Systems, then the City shall have the right (at the City's sole discretion), upon ten (10) day's prior written notice to Building Owner (except that no notice shall be required in the case of an emergency), to enter the Building and perform such maintenance or repair on behalf of Building Owner. Building Owner agrees to reimburse the City immediately upon demand for any costs and expenses incurred by the City in connection with the performance by the City of Building Owner's obligations under this Section 9(c), including twenty percent (20%) of such costs for the City's supervision of any maintenance and repair.

10. Insurance.

(a) City shall maintain property coverage insurance on the Garage in an amount equal to the full replacement value of the Garage as ascertained by the City's insurance carrier, as the same may exist from time to time, against all perils normally covered in an "*all risk*" policy (including the perils of flood, surface waters, vandalism and malicious mischief), as such term is used in the insurance industry. Such insurance shall be maintained at the sole expense of City.

(b) Insurance required to be maintained by City hereunder shall be in companies holding a "*General Policyholders' Rating*" of A or better and a "*financial rating*" of X or better, as set forth in the most current issue of "*Best's Insurance Guide*." City shall promptly deliver to Building Owner, within thirty (30) days of the Date hereof, original certificates evidencing the existence and amounts of such insurance naming Building Owner and Building Owner's lenders as an additional insured. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Building Owner. City shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish Building Owner with renewals or "*binders*" thereof. City shall not do or permit to be done anything which shall invalidate the insurance policies required under this Agreement.

(c) City shall obtain from the issuer of the insurance policies referred to above, and Building Owner shall obtain from the issuer of the insurance policies insuring the Building, a waiver of subrogation provision in said policies and City and Building Owner hereby release, relieve and waive any and all rights of recovery against the other, or against their respective employees, officers, agents and representatives for loss or damage arising out of or incident to the perils insured against in this section, which perils occur in, on or about the Garage or Building, whether due to the negligence of Building Owner or City or their agents, employees, contractors or invitees. The extent of the waiver described in the immediately preceding sentence is limited to the extent of insurance carried by Building Owner and City pursuant to this section.

(d) City will not do or permit to be done any act or thing upon the Easement Area or the Garage which would (i) jeopardize or be in conflict with fire insurance policies covering the Building; (ii) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for general office use of the Building; or (iii) subject Building Owner to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on in the Garage or on the Easement Area.

11. Indemnity. City hereby agrees to indemnify, defend, and hold harmless the Building Owner and its agents, assigns, officers, employees, invitees, representatives, from any claim, dispute, liability or damage including any and all attorneys' costs and fees associated herewith, arising out of the ownership, use, occupancy or maintenance of the Garage.

12. Taxes. City shall be responsible for the timely payment of all taxes attributable to the Parking Easement, the City Easement, and the Garage. The Per Space Rent as determined in Section 4(b), from time to time, shall be reduced by an amount equal to: (i) the total property taxes assessed to the Building or the Building Owner with respect to the City Easement or the Garage or as a result of the Building Owner's rights under this Agreement to lease parking spaces in the Garage divided by (ii) the total number Building Owner Spaces.

13. Utilities. City shall be responsible for the payment of all utilities required in conjunction with operation of the Garage and shall install a separate meter to properly document such usage applicable to the Garage versus the Building.

14. Destruction of Garage. If the Garage is destroyed or damaged by any casualty the City, at its sole expense (less any insurance proceeds received for restoration), upon receipt of any insurance proceeds shall commence within a commercially reasonable time the reconstruction and/or restoration of the Garage substantially to its original form, provided; however, this obligation shall be limited to the extent of receipt of insurance proceeds therefor. Any repairing or rebuilding of the Garage shall be on the same location and of the same size as the initial Garage; any repairing or rebuilding of the Garage shall be of the same material or similar material and of the same quality as that used in the original Garage, as applicable, unless otherwise agreed to in writing by the Building Owner. All exterior surfaces shall be reconstructed to integrate with the exterior of the Building. The Garage shall be rebuilt with the same or similar design to integrate with the Building structure; provided, however, in the event, the Building is destroyed and the Building Owner elects not to reconstruct the Building to a condition capable of occupancy, the City shall have no obligation to rebuild the Garage. Parking Rent shall abate for each Building Owner Space that is not available for use by the Building Owner (and its subtenants) for such period of time as the same remain unavailable.

15. Non-Interference with Building Support. The City acknowledges that the Building Owner has constructed a portion of the Building in the air space above the portion of the Garage constructed on the Easement Area, and that the structural support system of a portion of the Building will run through and below the Garage. The City shall take no actions to interfere with the structural integrity of the Building. In the event the City desires to make any alterations, modifications, or repairs to the Garage, it shall first obtain the written approval of the construction plans by the Building Owner and its structural engineers. Provided, that the modification is thereafter constructed in accordance with the approved plans, the City shall have no liability with respect to the effect of the modification on the Building Structure. Otherwise, the City shall be solely responsible for the effect on the Building structure resulting from any modification, alteration or repair of the Garage.

16. Building Owner Repairs and Modifications. If the Building Owner desires to make any alterations, modifications, or repairs to the exterior of the Building which adversely affects the Garage, it shall first obtain the written approval of the construction plans by the City. If the Building Owner needs to access the Building's structural system through a portion of the Garage, the Building Owner shall submit a structural repair plan to the City for its reasonable input and notification prior to making any cuts or borings through the improvements, which plan shall delineate the location and timing of such repairs and the necessity therefor. The plan shall be prepared by the Building Owner with the objective to take reasonable measures to minimize disruption to Garage operations and reviews.

17. Default.

(a) Generally.

(i) Except as specifically provided in Section 17(b) hereof, neither Party shall be in default of this Agreement unless the obligation to be performed remains uncured for a period of thirty (30) days (or such longer period as may be reasonably required considering the nature of the default provided the defaulting Party is diligently proceeding to cure) after receipt of written notice from the other Party outlining the nature of the default and the requested cure.

(ii) Both Parties hereby waive any and all rights to terminate or rescind this Agreement as a remedy for any default hereunder. In the event of any default hereunder (other than a default by Building Owner arising from the non-payment of Parking Rent), the non-defaulting party's sole remedies shall be to either seek damages, an injunction or specific performance.

(iii) Notwithstanding anything to the contrary contained in this Agreement, no party to this Agreement shall be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract, tort or express indemnity hereunder, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

(b) Non-Payment of Rent. In the event Building Owner shall fail to pay any installment of Parking Rent within five (5) days of the date the same shall become due, subject to all procedural repossession requirements and redemption rights under Nevada law, the City may, in addition to any other remedies, which it may have at law or in equity, upon thirty (30) days prior written notice to Building Owner, terminate the Building Owner's right to possession of all or part of the Building Owner Spaces, provided the City shall have first notified in writing the holder of any mortgage or deed of trust encumbering the Building or the Building Owner Property, which has requested such notice in writing and such holder shall have failed to cure the Building Owner's monetary default within thirty (30) days of such notice. The City shall have the right to recover any amount of unpaid Parking Rent due through the time of termination. Upon payment of all unpaid Parking Rent, Building Owner's rights to the Building Owner Spaces will be reinstated, provided, however, that in the event Building Owner defaults in the payment of Parking Rent two (2) times in any twelve (12) month period, City shall have the right to require Building Owner to deposit with City funds as security for payment of the next twelve (12) month payment of Parking Rent.

(c) In addition, a Party ("**Non-Defaulting Party**") shall have the right (at the Non-Defaulting Party's sole discretion) to perform any obligations hereunder, including, without limitation, the Parking Management Plan, required to be performed by the other Party ("**Defaulting Party**") for which the Defaulting Party is in default, including, without limitation, the payment of any sums that the Defaulting Party is obligated to pay hereunder and any obligations of performance of maintenance and repair that the Defaulting Party is obligated to perform hereunder. A Non-Defaulting Party shall have the right upon ten (10) days prior written notice to the Defaulting Party (except that no notice shall be required in the case of an emergency), to enter the Garage if the City is the Defaulting Party or enter into the Building Owner Property if the Building Owner is the Defaulting Party to perform such maintenance or repair on behalf of the Defaulting Party. The Defaulting Party shall reimburse the Non-Defaulting Party immediately upon demand for any costs and expenses incurred by the Non-Defaulting Party in connection with the performance by the Non-Defaulting Party of the Defaulting Party's obligations under this Agreement including twenty percent (20%) of such costs for the supervision of any maintenance and repair.

(d) Any amount owed by a Party to the other Party which is not paid when due shall bear interest at the Interest Rate from the date due until paid in full.

18. Assignment.

(a) The Parties acknowledge that the Agency has conveyed the Garage to the City and the City is now the owner of the Garage and the City has assumed all of the rights and obligations of the Agency under the Original Agreement. Building Owner hereby approves the transfer of the Garage to the City and the assignment and assumption of the Original Agreement by the City. Building Owner hereby releases the Agency from any and all liabilities under the Original Agreement and agrees that the Agency has no liability or other obligations under this Agreement.

(b) The City shall have the right to assign and transfer its rights and obligations under this Agreement as follows:

(i) To a transferee of the Garage other than to a City Affiliate with the consent of Building Owner which consent shall not be unreasonably withheld or to a City Affiliate; provided that (x) the transferee assumes all obligations of the City hereunder in writing; (y) no assignment or other transfer shall release City or change City's primary liability to perform all of its obligations hereunder; and (z) upon the occurrence of any default under this Agreement, Building Owner may proceed directly against City without the necessity of exhausting any remedies against any transferee or assignee.

(ii) To a lien holder of the City taking a security interest in the Garage; provided that such lender enters into a non-disturbance agreement with Building Owner on terms acceptable to Building Owner whereby such lien holder agrees that in the event of foreclosure it shall succeed to and be bound by all of City's obligations under this Agreement, including, without limitation, the Building Owner Easement and the right of Building Owner to lease the Building Owner Spaces.

Except as provided in this paragraph (b), City shall have no other rights to assign, sublease or otherwise transfer its interest in this Agreement and any such assignment, sublease or other transfer shall be null and void.

(c) Building Owner shall have the right to transfer its rights and obligations under this Agreement as follows:

(i) To a transferee of all of the ownership of the Building Owner's interest in the Building, provided that the transferee assumes all obligations of the Building Owner hereunder in writing, including, without limitation, the City Easement.

(ii) To a lien holder of Building Owner taking a security interest in the Building; provided that such lien holder enters into a reasonable and customary subordination, non-disturbance agreement with the City on terms reasonably acceptable to the City whereby such lien holder agrees that in the event of foreclosure it shall succeed to and be bound by all of Building Owner's obligations under this Agreement, including, without limitation, the City Easement, but with regard to Building Owner's obligations only for such time period as lien holder takes title to the Building through foreclosure or otherwise.

Except as provided in this sub-paragraph (c) and Section 4(e), Building Owner shall have no other rights to assign, sublease or otherwise transfer its interest in this Agreement and any such assignment, sublease or other transfer shall be null and void.

19. No Rights to Public. The Easements and the rights created, reserved, granted, and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights, or privileges in and for the benefit of the general public. Either Party shall have the right to temporarily restrict access over any access easement granted hereunder, but only to the minimum extent legally required to prevent prescriptive rights; provided, further that any such restriction shall, to the extent possible, shall be conducted on Christmas Day, Thanksgiving Day or New Year's Day.

20. Right of First Refusal to Purchase Garage. If, at any time during the Term, City intends to sell the Garage to a third party, City shall notify Building Owner of such intention, together with all details of the proposed transaction (the "Offering Notice"). Within thirty (30) days after Building Owner's receipt of the Offering Notice, Building Owner may elect, by notice delivered to City, to purchase the Garage on the terms set forth in the Offering Notice. City shall be obligated to convey the Garage only pursuant to the express provisions of the Offering Notice; in the event any substantial change in any of such proposed terms are modified subsequent to the delivery of the Offering Notice to Building Owner, Building Owner shall be afforded another opportunity to evaluate the proposed transaction and to accept such revised terms. This Right of First Refusal shall not apply to transfers by the City to a City Affiliate; provided, however, in the event of such a transfer the provisions of this Right of First Refusal shall be binding upon the transferee.

21. Agreements Run with the Land. The rights and obligations imposed upon the City Property by this Agreement shall run with the ownership of the City Property and shall be binding upon and inure to the benefit of any subsequent owner, assignee, and transferee of, and any successor in interest to the City Property or any portion thereof. The rights and obligations imposed upon the Building Owner Property by this Agreement shall run with the ownership of the Building Owner Property and shall be binding upon and inure to the benefit of any subsequent owner, assignee, tenant and transferee of, and any successor in interest to the Building Owner Property or any portion thereof.

22. Estoppel Certificates. At any time and from time and time, within fifteen (15) days after written notice of request by either Party and in connection with a transfer of such Party's interest in this Agreement, the other Party shall execute, acknowledge, and deliver to the requesting Party, or to such other recipient as the notice shall direct, a statement indicating (i) that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that this Agreement is in full force and effect as modified in the manner specified in the statement, (ii) acknowledging that there are no uncured defaults or failures to perform any covenant or provision of this Agreement on the part of the requesting Party or specifying any such defaults or failures which are claimed to exist and (iii) and such other information as reasonably requested by the requesting Party. The statement shall also state the dates to which Parking Rent and any other charges have been paid in advance.

The failure of Party requested to execute, acknowledge, and deliver, on request, the statement described above within the specified time shall constitute its acknowledgment to all persons entitled to rely on the statement that this Agreement is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all Persons entitled to rely on the statement, of any defaults on the requesting Party's part that may exist before the date of the notice.

23. Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

24. Notices. Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided in this Agreement, be given or served: (a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (b) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective upon delivery. For purposes of notice, the addresses of the Parties shall be as follows or such other address as either party may notify the other in compliance with this Section:

Building Owner: DIG CCP, LLC
% Dornin Realty Advisors, Inc.
6725 Via Austi Parkway, Suite 380
Las Vegas, Nevada 89119
Attention: Chris Dornin

With a copy to: Sklar Kirsh, LLP
1880 Century Park East, Suite 300
Los Angeles, California 90067
Attention: Mark Nicoletti, Esq.

City: City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Brandy Stanley

With a copy to: City of Las Vegas
City Attorney Office, 6th Floor
495 S. Main Street
Las Vegas, Nevada 89101
Attention: Teri Ponticello

25. Severability. All of the provisions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of such provisions, or any part thereof, is or has become invalid, or for any reason is or has become unenforceable, no provision, or any part thereof, shall be thereby affected or impaired.

26. Waiver. The failure of any person or entity designated herein to enforce any provision of this Agreement shall in no event be deemed to be a waiver of the right to do so for any subsequent violations. Moreover, the right to enforce any other provisions of this Agreement shall not be waived by such a failure nor shall there be any liability therefor.

27. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

28. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

29. Entire Agreement. This Agreement includes Exhibit A through Exhibit E, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. There are no other agreements, oral or written, between the Parties regarding the Property, and this Agreement may be amended only by written agreement signed by both of the Parties.

30. Headings. The headings of the sections and paragraph of this Agreement are for convenience only and shall not affect the meaning or interpretation of the contents of this Agreement.

31. Relationship of Parties. Nothing contained in this Agreement is intended to create, nor will it ever be construed to make, City and Building Owner partners or joint venturers.

32. Dispute Resolution.

(a) Negotiation Prior to Mediation

(i) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of both Parties shall meet at a mutually acceptable time and place.

(ii) Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(iv) At no time prior to the First Meeting shall either side initiate a mediation, an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Section 32(a)(i) above.

(v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs (i) and (ii) above are pending and for fifteen (15) calendar days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

(b) The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Section 32(c) below.

(i) Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested.

(ii) The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(iv) Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire.

(v) At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Section 32(b)(ii) above.

(vi) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling.

(c) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

33. Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement for all purposes:

- Exhibit A City Property Legal Description
- Exhibit B Building Owner Property Legal Description
- Exhibit C Easement Area Legal Description
- Exhibit D Parking Management Plan
- Exhibit E Market Area Depiction

SIGNATURES BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

BUILDING OWNER:

DIG CCP, LLC
a Delaware limited liability company

By: _____
Chris Dornin, Authorized Signatory

CITY:

CITY OF LAS VEGAS, a political subdivision of the
State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

Michael Niarchos, Esq.

ACKNOWLEDGMENTS

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016
by Carolyn G. Goodman as Mayor of the City of Las Vegas.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

(SEAL)

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016
by Chris Dornin as Authorized Signatory of DIG CCP, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

(SEAL)

Exhibit A

Legal Description of City Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

Exhibit B

Legal Description of Building Owner Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

Exhibit C

Legal Description of Easement Area

BEING A PORTION OF LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE NORTH 27°45'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 150.01 FEET; THENCE SOUTH 62°15'00" EAST, DEPARTING SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE NORTH 27°45'00" EAST, 1.17 FEET; THENCE SOUTH 62°15'00" EAST, 37.83 FEET; THENCE SOUTH 27°45'00" WEST, 147.17 FEET; THENCE NORTH 62°15'00" WEST, 0.33 FEET; THENCE SOUTH 27°45'00" WEST, 4.01 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 62°15'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 41.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,318 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 62°15'00" WEST, BEING THE BEARING OF THE SOUTH LINE OF LOT 1 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 97 OF PARCEL MAPS, AT PAGE 78.

Exhibit D
Parking Management Plan

EXHIBIT D
PARKING MANAGEMENT PLAN

This **Exhibit D** to the Amended and Restated Parking and Reciprocal Easement Agreement by and between the City of Las Vegas Nevada and DIG CCP, LLC dated December 1, 2016 (“the Agreement”) is hereby incorporated into and made a part of the Agreement. It is the intent of the Parties that if this Parking Management Plan is inconsistent or conflicts with the Agreement this Parking Management Plan shall govern and control. Any capitalized terms contained herein which are not defined herein shall have the same meaning as set forth in the Agreement.

1. Operation

Shared operation and maintenance requirements described below (“Shared Systems”) supporting both the Garage and the Building will be administered by the Building Owner, with the City providing reimbursement at the reimbursement rates as provided below. The reimbursement amounts will be based upon invoiced amounts to the Building Owner by third parties which are not Building Owner Affiliates, and the Building Owner will be entitled to charge as reimbursement for administrative costs a five percent (5%) mark-up on the City portion of shared costs, excluding the City’s power costs, which shall be allowed a two percent (2%) mark-up charge on the City portion of the power costs. Third party contract support on shared systems will be let in accordance with the general guidelines of Chapters 332 and 338 of the Nevada Revised Statutes as follows: sole source contracts justified on the basis of technical or proprietary knowledge are acceptable, but routine contracts shall be competitively bid (limited or unlimited solicitation as required by contract values) and awarded to the lowest responsive and responsible bidder. Work performed at no additional operating cost, i.e., warranty work, will not be subject to pro rata reimbursement. Responsibility for enforcement of warranty requirements will be dependent upon which construction contract, Garage or Building, provided the warranty.

Operations independent to the operation and maintenance of the Garage shall be administered by the City, either through utilization of City staff or through contract support. The City primary point-of-contract (PC) is designated as Brandy Stanley of the Parking Services Division, who can be contacted at (702) 229-6863.

The City and Building Owner will operate, maintain and repair their respective Storm Water Systems at their respective sole cost and expense and such systems are not Shared Systems.

2. Shared Systems Operated and Maintained by Building Owner

The following Shared Systems are operated and maintained by the Building Owner; Electrical Service, Fire Protection System, Fire Alarm System, Domestic Water Services, Sanitary Sewer, Trash Removal Service, Landscape Irrigation and Maintenance, and Operations and Monitoring during standard business hours.

Electrical Service is provided through one main electric meter for the site (Building and Parking Garage). The electricity usage of the Parking Garage is metered by a sub-meter. Building Owner shall have the right to credit against Parking Rent the charges for the electrical usage of the Parking Garage. City charges for electrical usage shall be pro-rata in accordance with the building and sub-meter readings. Additionally, City will reimburse Building Owner a monthly amount of \$1,081.50 for electrical consumption of shared systems and areas that are not submetered. Operation, maintenance and repair of the electrical distribution system will be performed by Building Owner with the cost allocated 50% to Building Owner and 50% to the City.

Fire Protection is provided to both the Building and Parking Garage from the same system. The system includes the common firewater piping, water storage tank and fire pump, emergency generator and facility enclosures for the equipment. Operation, testing, maintenance and repair of the Fire Protection system will be by Building Owner with the cost allocated 50% to Building Owner and 50% to the City.

The Fire Alarm/Life Safety Systems for the facilities are an integrated unit, with the control system located in the Building control room. The items include water mains, taps, meters and distribution piping. Operation, testing, maintenance and repair of the Fire Alarm/Life Safety Systems system will be by Building Owner with the cost allocated 50% to Building Owner and 50% to the City.

Domestic Water is provided to both the Office Building and the Parking Garage from the same source. The Building and Parking Garage are individually metered and each shall pay their respective water charges and operate, maintain and repair of the system up to the meter will be shared 50% for Building Owner and 50% for the City.

The Building Owner shall provide for standard trash removal service with the City responsible for 10% of the monthly bill. City agrees that all trash from the Garage will be hauled offsite and not deposited in the Building trash. The Building Owner will maintain the trash enclosure and the adjacent area marked in pink and labeled Building Maintains on Schedule D attached to this Parking Management Plan.

Landscaping is designed as a common aesthetic improvement for the facilities as a unit, and will be maintained to a standard level by the Building Owner. The City will be responsible for reimbursement of 100% of all routine area maintenance costs, vegetation replacement costs and irrigation repair costs within the areas marked in green and labeled Landscaping on Schedule D attached to this Parking Management Plan.

Monitoring cameras have been provided in both facilities by Building Owner, with the video feed terminating in the Building control room. Operation, testing, maintenance of the monitoring system shall be done by Building Owner. Building Owner shall monitor the garage during normal working hours, and provide the initial response to operational concerns during those hours. In return for that support, the City shall reimburse Building Owner 40% of the hourly labor cost and 100% of any costs for maintenance and repair of the video system supporting the garage.

Building Owner will provide security patrols in the Garage. The patrols will be provided by a third party contract security company approved by the City. The patrols will be provided pursuant to the following schedule:

Mon-Fri 9am-6pm: 1 patrol each hour

Mon-Fri 6pm-9am: 2 total patrols

Weekends: 4 total patrols, 2 daytime, 2 nighttime

Each patrol will cover all Garage stairwells, Garage area and Garage perimeter. In the event there are situations that the security company will not handle, the security company will refer the situations to the City Marshal. CPV will reimburse Building Owner for the allocated costs of patrols in Parking Garage up to \$400.00 per month subject to increase by Building Owner upon no less than sixty (60) days prior written notice to City. The City shall have the right to cancel the patrol service at its option and provide the patrol service at the cost and expense of the City.

In the event Building Owner has an on-site, full time building engineer assigned to the Building, the City shall also reimburse Building Owner in an amount equal to three percent (3%) of the daily cost of such building engineer and 100% of any overtime charges (related to services below) provided that the building engineer provides the following services: notifies the City of any emergencies, monitor and inform the City of any observed deficiencies in the Shared Systems and provide input on the efficient maintenance of the Garage and the Shared Systems. The daily cost shall be based on the salary or hourly wages paid to the building engineer and an allocation of other customary employee benefits and costs. The City shall have the right to terminate this service and cost at the City's option and discretion. The City portion of costs incurred by Building Owner for operation, maintenance and repair of Shared Systems, will be credited against Parking Rent due to the City by Building Owner. In the event such costs exceed the amount of the monthly Parking Rent due, the balance will be invoiced to the City for payment to Building Owner. Building Owner shall provide evidence of all amounts paid by Building Owner for which Building Owner is being reimbursed under this Parking Management Plan and such evidence will be provided monthly in connection with any credits against Parking Rent taken by Building Owner or invoiced by Building Owner to the City. If the City incurs costs for operation, maintenance and repair of Shared Systems, Building Owner will be invoiced by the City on a monthly basis. All amounts invoiced by a Party shall be paid within thirty (30) days.

City Garage Operational Requirements

Except as required by Section 19 of the Agreement and is necessary for the repair and maintenance of the Garage, the Garage will be open at all times for parking by the Building Owner tenants and Building visitors and will provide unrestricted access to the Garage at all times.

Upon installation of the PARCS, access to the Garage will be by access cards and parking tickets. The City will activate and deactivate access cards as requested by Building Owner.

The PARCS will be maintained by the City in good working condition at the City's sole cost and expense and shall be operational at all times. The City also will provide a cashier at the City's sole cost and expense for a maximum of six (6) hours a day, excluding weekends and holidays, at such times as determined by the City.

In the event requested by Building Owner, the City will track and directly bill tenants of the Building as requested in writing by Building Owner, provided, however, that Building Owner shall be liable to pay the full amount of Parking Rent at all times and the City shall not be required to collect any unpaid Parking Rent from such tenants.

3. Shared Systems Operated and Maintained by the City

The City will provide the following levels of operational and maintenance activities at the Garage. These services may be provided, in all or part, by City staff or contract personnel:

Validations. Upon installation of the PARCS, the City will establish a validation program which any or all Tenants and the Building Owner or manager may elect to participate in. Parking fees for validated parking will be billed directly to each tenant by the City on a monthly basis.

Custodial. Trash receptacles will be provided adjacent to each of the north and south stairwells, and the building entry area on the east wall, on each level for a total of nine (9) interior receptacles. These receptacles, along with the four (4) perimeter receptacles, will be emptied on a daily basis. In addition, all three levels of the Garage, plus the perimeter area will be checked and loose trash or debris removed daily. The floors of each level will be swept weekly as needed, and degreased and pressure washed once annually. The glass door and the glass panels to both sides of the doorway on the north stairwell will be cleaned a minimum of once weekly, and the entire glass stairwell will be cleaned once quarterly, preferably in coordination with the Building Owner and its window cleaning contractor, in which case 100% of the associated Building Owner expense shall be invoiced back to the City as a reimbursable expense. The sidewalk on the garage perimeter will be power washed once quarterly.

Pest Control. City will reimburse Building Owner for fifty percent (50%) of the cost of pest control for the ground floor exterior of the Garage.

Electrical Plumbing and Mechanical Systems. Necessary preventative maintenance and repairs will be provided for the drainage system, exhaust fans, carbon dioxide detection system, and dewatering pumps. Lighting will be inspected once weekly, and lamps, ballasts and other components replaced as required. The necessary permits for the dewatering system will be obtained and maintained, including requisite sampling and monitoring.

Parking Enforcement. The parking garage will be enforced by the Parking Services Division. At the request of the Building Owner, Parking Services will place citations on unauthorized vehicles parked in reserved Building Owner Spaces.

Garage Attendant Office: Since the attendants' office will not be required for garage operations, the City reserves the right to utilize the space in support of other City operations,

including temporary parking in the adjacent area. The City will maintain all system components, and will include cleaning of the office and the attached bathroom in the custodial services.

Southern Boundary: Vegetation and litter control will be provided by the City on vacant strip on the south boundary of the garage indicated by the area marked in Blue and labeled City Maintains on Schedule D attached to this Parking Management Plan; however, the City reserves the right to utilize this area for future storage.

Signage and Striping: The City shall maintain the floor striping and all general parking signage, in a legible and first-class condition. The City shall utilize standard fonts and sizes for all signage, which shall be extended to any third party lessees. The City will be responsible for posting of signage on all spaces leased by the Building Owner.

Schedule D

Exhibit E
Market Area Depiction

EXHIBIT E
to Amended and Restated Parking Reciprocal Easement Agreement

City Centre Place
Market Rate Survey*
As of 1/1/16

Facility Name	Facility Address	Transient Rates			Monthly Rates	
		Hourly Rate	Daily Max	Notes	Unreserved	Notes
Lewis St Professional Ce	258 Lewis Avenue	\$ 8.00	\$ 24.00		\$ 125.00	Valet only
Bank of America	300 S. 5th Street	\$ 6.00	\$ 20.00			N/A; no non-tenant parking
Lewis St Garage	321 S. Casino Center	\$ 6.00	\$ 20.00	\$8 for 1st hr, then \$4 every hour after	\$ 115.00	
City Centre Place	455 S. 3rd Street	\$ 2.00	\$ 8.00	4 hour limit	\$ 100.00	
Average		\$ 5.50	\$ 18.00		\$ 113.33	

*To include all parking rates offered to the general public in parking structures inside the area bounded by:

Bonneville
Las Vegas Boulevard
Bridger Avenue
Casino Center Boulevard

EXHIBIT B

APN: 139-34-301-004 and
139-34-301-003

When Recorded Return to:

City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is dated for reference purposes this _____ day of _____, 2016, by and among the **CITY OF LAS VEGAS NEVADA**, a political subdivision of the State of Nevada ("**City**"), and **DIG CCP, LLC**, a Delaware limited liability company ("**Building Owner**") and **PCCP Credit VI REIT-SUB HOLDCO USB SELLER, LLC**, a Delaware limited liability company ("**Lender**"). City, Building Owner and Lender are individually referred to herein as a "**Party**" or collectively herein as "**Parties**".

RECITALS

A. The City of Las Vegas Redevelopment Agency, a public body corporate and politic of the City of Las Vegas, Nevada ("**Agency**") and Intown Office, LLC, a Nevada limited liability company ("**Developer**"), entered into that certain Parking and Reciprocal Easement Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument No. 01526 of the Official Records of Clark County, Nevada (the "**Official Records**"), as amended by that certain Second Amendment to Development Agreement and Amendment to Parking and Reciprocal Easement Agreement dated as of September 18, 2002, by and between Agency and Developer, including that certain Parking Management Plan attached thereto as Attachment 4, recorded October 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15, 2012, by and between Agency and NNN City Centre Place, LLC, NNN City Centre Place I, LLC, NNN City Centre Place 2, LLC, NNN City Centre Place 3, LLC, NNN City Centre Place 4, LLC, NNN City Centre Place 5, LLC, NNN City Centre Place 6, LLC, NNN City Centre Place 7, LLC, NNN City Centre Place 8, LLC, NNN City Centre Place 9, LLC, NNN City Centre Place 10, LLC, NNN City Centre Place 12, LLC, NNN City Centre Place 13, LLC, NNN City Centre Place 14, LLC, NNN City Centre Place 15, LLC, NNN City Centre Place 17, LLC, NNN City Centre Place 18, LLC, and NNN City Centre Place 19, LLC, each one a Delaware limited liability company, each as successor-in-interest to Developer (collectively, "**NNN**"), acting by and through Daymark Properties Realty, Inc., as agent for NNN, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official Records (collectively, as so amended, the "**Original Parking Agreement**").

B. Pursuant to the Original Parking Agreement, (i) the Agency constructed a parking garage (the "**Garage**") on that property identified as APN 139-34-301-004 and more particularly described on **Exhibit A** attached hereto (the "**City Property**") and (ii) Developer constructed an office building (the

“**Building**”) that property identified as APN 139-34-301-003 and more particularly described on **Exhibit B** attached hereto (the “**Building Owner Property**”).

C. Pursuant to the Original Parking Agreement, (i) Agency granted certain easement and leasehold rights to the record owner of the Building Owner Property, and (ii) NNN, as successor-in-interest to Developer, granted to Agency an easement to the Agency for the purpose of constructing, maintaining and operating the Garage on a portion of Building Owner Property which portion is more particularly described on **Exhibit C**, attached hereto and incorporated herein by this reference (the “**City Easement Area**”).

D. The Building Owner Property was acquired by CSFB 2004-C5 Office 400, LLC, a Nevada limited liability company (“**CSFB**”), as successor-in-interest to NNN pursuant to that certain Trustee’s Deed Upon Sale dated August 27, 2013, and recorded August 29, 2013, in Book 20130829 as Instrument No. 0001142.

E. Building Owner acquired the Building Owner Property, and all of CSFB’s interest in the Original Parking Agreement, from CSFB pursuant to that certain Grant, Bargain, Sale Deed dated January 7, 2015, and recorded on January 8, 2015 as Instrument No. 20150108-0000967, and assumed all of the rights and obligations under the Original Parking Agreement.

F. City acquired the City Property and the Garage, and all of Agency’s interest in the Original Parking Agreement, from Agency pursuant to that certain Quitclaim Deed dated _____, 2016, and recorded on _____ as Instrument No. _____, and assumed all of the rights and obligations under the Original Parking Agreement.

G. Lender is the owner and holder of that certain Deed of Trust to secure an indebtedness of \$18,000,000.00, recorded January 8, 2015 in Book 20150108 Document No. 0000968 of Official Record of Clark County, Nevada by DIG CCP, LLC, a Delaware limited liability company as Trustor in favor of First American Title Insurance Company as Trustee for the benefit as Beneficiary of PCCP Credit VI Reit Sub Holdco, LLC, a Delaware limited liability company, of which the beneficial interest was assigned to Lender by Assignment recorded May 22, 2015, in Book 20150522 as Document No. 0000254, of Official Records (the “**Deed of Trust**”).

H. City and Building Owner have entered into that certain Amended and Restated Parking and Reciprocal Easement Agreement dated December 1, 2016 and recorded on _____ as Instrument No. _____, whereby the Original Parking Agreement is fully amended and restated and superseded in all respects (the “**Amended Parking Agreement**”).

I. City, Building Owner and Lender desire to confirm their understandings that the Deed of Trust be and at all times be subordinate to the Amended Parking Agreement on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do mutually agree as follows:

1. **Consent to Amended Parking Agreement; Subordination.** Lender confirms that Lender has consented to Building Owner’s entering into the Amended Parking Agreement. Subject to the terms and conditions of this Agreement, the Deed of Trust is hereby subordinated to the Amended Parking Agreement, and any amendment, renewal, substitution, extension or replacement thereof.

2. **Building Owner's Default.** City agrees with Lender that, from and after the date City receives a fully executed copy of this Agreement, City will not seek to terminate the Amended Parking Agreement by reason of any act or omission of the Building Owner until City shall have given written notice specifying in detail of such act or omission to Lender and the required cure (at Lender's last address furnished to City) and until a period of forty-five (45) days beyond the time available to Building Owner under the Amended Parking Agreement ("**Lender Cure Period**") shall have elapsed. Lender shall have the right, but not the obligation, to remedy such act or omission during the Lender Cure Period, provided; however, that if the act or omission does not involve the payment of money from Building Owner to City and is of such a nature that it could not be reasonably remedied within the Lender Cure Period, then Lender shall have such further time as is reasonable under the circumstances to effect such remedy, not to exceed an additional ninety (90) days, provided that Lender shall notify City, within twenty (20) days after receipt of City's notice, of Lender's intention to effect such remedy and thereafter diligently prosecute the remedy to completion. Except for the exercise of any right of City to terminate the Amended Parking Agreement by reason of any act or omission of the Building Owner, nothing in this Section 2 or otherwise in this Agreement shall require City to provide any notice to Lender in connection with the exercise of any other rights or remedies of City under the Amended Parking Agreement, including, without limitation, any remedy for specific performance, set-off and/or for damages.

3. **Non-Disturbance.** Lender agrees with City that no foreclosure (whether judicial or nonjudicial), deed in lieu of foreclosure, or other sale of the Building Owner Property in connection with the enforcement of the Deed of Trust or otherwise in satisfaction of the underlying loan shall terminate the Amended Parking Agreement or otherwise disturb the peaceful and quiet possession or right of possession of the City Easement Area by City or any of City's other rights under the Amended Parking Agreement, but rather the Amended Parking Agreement shall continue in full force and effect and Lender shall recognize be bound by the Amended Parking Agreement subject to the terms and provisions of the Amended Parking Agreement.

4. **Attornment.** If Lender succeeds to the interest of Building Owner under the Amended Parking Agreement, or if the Building Owner Property is sold pursuant to Lender's rights under the Deed of Trust, City shall attorn to Lender, its successors and assigns, or a purchaser upon any such foreclosure sale, and shall recognize Lender, or such purchaser, as successor in interest to Building Owner under the Amended Parking Agreement and agrees to be bound under all the terms, covenants and conditions of the Amended Parking Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments. The Parties hereto agree, however, to execute and deliver at any time and from time to time, upon the request of any other Party hereto, any commercially reasonable instrument or certificate evidencing such attornment and the non-disturbance provisions set forth in Section 3 above.

5. **Successor Building Property Owners.** If Lender shall succeed to the interest of Building Owner as Building Owner under the Amended Parking Agreement, or if any purchaser comes into the possession of or acquires title to the Building Owner Property, upon or after any foreclosure of the Deed of Trust, or any deed in lieu thereof, then the Amended Parking Agreement shall remain in full force and effect and Lender or such purchaser ("**Successor Building Owner**") shall be bound to City under all of the provisions of the Amended Parking Agreement for the balance of the term thereof (including any extensions or renewals) with the same force and effect as if Successor Building Owner was the Building Owner under the Amended Parking Agreement, and City shall, from and after the date Successor Building Owner succeeds to the interest of Building Owner, have the same remedies against Successor Building Owner for the breach of any agreement contained in the Amended Parking Agreement that the City might have had under the Amended Parking Agreement against Building Owner thereunder, provided, however, that Successor Building Owner shall not be:

(a) liable for any damages, penalties or any amounts due to City in connection with any claims by City against the Building Owner under the Amended Parking Agreement as a result of any act or omission of any prior Building Owner (including Building Owner), including, without limitation, acts or omissions that are continuing on or after the date Successor Building Owner succeeds to the rights of Building Owner or its successor under the Amended Parking Agreement (“**Continuing Matters**”) and (y) the breach of any representations or warranties of Building Owner under the Amended Parking Agreement), provided, however, that City shall continue to have any rights of self-help and/or offsets that are provided to City under the Amended Parking Agreement in connection with Continuing Matters;

(b) subject to any offsets (except those expressly permitted under the Amended Parking Agreement) which City might have against any prior Building Owner (including Building Owner except to the extent of Continuing Matters); or

(c) bound by any material amendment or material modification of the Amended Parking Agreement made without Lender’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; except that Lender’s consent shall not be required for City’s exercise of any rights (including as such rights may be reflected in amendments or modifications approved by Lender pursuant to this paragraph (e) expressly set forth in the Amended Parking Agreement.

6. **Notices of Default.** Lender hereby agrees to give to City a copy of each notice of a failure on the part of Building Owner under the Deed of Trust to perform or observe any of the covenants, conditions or agreements of such Deed of Trust at the same time as whenever any such notice shall be given to Building Owner, such copy to be sent as provided in Section 7 below.

7. **Notices.** In order to be effective, any notice to be given under this Agreement must be in writing and either (i) served personally at the following applicable notice address, provided that proof of delivery thereof can be produced; or (ii) sent by registered or certified U.S. mail, Federal Express or a similar reputable express courier at the following applicable notice address, provided that proof of delivery thereof can be produced.

Building Owner:	DIG CCP, LLC % Dornin Realty Advisors, Inc. 6725 Via Austi Parkway, Suite 380 Las Vegas, Nevada 89119 Attention: Chris Dornin
City:	City of Las Vegas Economic and Urban Development Department 495 S. Main Street, 6 th Floor Las Vegas, Nevada 89101 Attention: Brandy Stanley
With a copy to:	City Attorney Office, 6 th Floor 495 S. Main Street Las Vegas, Nevada 89101 Attention: Teri Ponticello
Lender:	PCCP Credit VI REIT-SUB HOLDCO USB SELLER, LLC 10100 Santa Monica Blvd, Suite 1000 Los Angeles, CA 90067 Attention: Betty Kao (Asset Manager)

Any Party may change the address by written notice to the other Parties clearly stating such Party's intent to change the address for all purposes of this Agreement. Notice shall be deemed given when received or when receipt is refused.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

9. **Entire Agreement.** This Agreement includes **Exhibit A** through **Exhibit C**, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of City, Building Owner and Lender. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City, Building Owner and Lender and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

10. **Authority.** The Parties hereto represent and warrant that their respective signatories to this Agreement have been duly authorized by City, Building Owner and Lender, as applicable. Building Owner and City agree that nothing contained in this Agreement and nothing done pursuant to the provisions hereof shall limit or otherwise modify the Amended Parking Agreement.

11. **Captions.** Captions and headings of sections are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY

CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LUANN D. HOLMES, MMC, City Clerk

APPROVED AS TO FORM:

Date

BUILDING OWNER

DIG CCP, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER

PCCP Credit VI REIT-SUB HOLDCO USB SELLER, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEVADA)

: ss.

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Las Vegas.

Dated this ____ day of _____, 20__.

[Signature of Notary]

[Print Name of Notary]

My commission expires: _____.

STATE OF _____)

: ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of _____.

Dated this ____ day of _____, 20__.

[Signature of Notary]

[Print Name of Notary]

My commission expires: _____.

EXHIBIT A

Legal Description City Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT B

Legal Description of Building Owner Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT C

Legal Description of City Easement Area

BEING A PORTION OF LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE NORTH 27°45'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 150.01 FEET; THENCE SOUTH 62°15'00" EAST, DEPARTING SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE NORTH 27°45'00" EAST, 1.17 FEET; THENCE SOUTH 62°15'00" EAST, 37.83 FEET; THENCE SOUTH 27°45'00" WEST, 147.17 FEET; THENCE NORTH 62°15'00" WEST, 0.33 FEET; THENCE SOUTH 27°45'00" WEST, 4.01 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 62°15'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 41.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,318 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 62°15'00" WEST, BEING THE BEARING OF THE SOUTH LINE OF LOT 1 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 97 OF PARCEL MAPS, AT PAGE 78.

EXHIBIT E
Form of Subordination Agreement

APN: 139-34-301-004 and
139-34-301-003

When Recorded Return to:

City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is dated for reference purposes this _____ day of _____, 2016, by and among the **CITY OF LAS VEGAS NEVADA**, a political subdivision of the State of Nevada ("**City**"), and **DIG CCP, LLC**, a Delaware limited liability company ("**Building Owner**") and **PCCP Credit VI REIT-SUB HOLDCO USB SELLER, LLC**, a Delaware limited liability company ("**Lender**"). City, Building Owner and Lender are individually referred to herein as a "**Party**" or collectively herein as "**Parties**".

RECITALS

A. The City of Las Vegas Redevelopment Agency, a public body corporate and politic of the City of Las Vegas, Nevada ("**Agency**") and Intown Office, LLC, a Nevada limited liability company ("**Developer**"), entered into that certain Parking and Reciprocal Easement Agreement dated as of June 26, 2000, recorded June 26, 2000 in Book 20000626 as Instrument No. 01526 of the Official Records of Clark County, Nevada (the "**Official Records**"), as amended by that certain Second Amendment to Development Agreement and Amendment to Parking and Reciprocal Easement Agreement dated as of September 18, 2002, by and between Agency and Developer, including that certain Parking Management Plan attached thereto as Attachment 4, recorded October 10, 2002 in Book 20021010 as Instrument No. 02409 in the Official Records, as amended by that certain Second Amendment to Parking and Reciprocal Easement Agreement dated February 15, 2012, by and between Agency and NNN City Centre Place, LLC, NNN City Centre Place I, LLC, NNN City Centre Place 2, LLC, NNN City Centre Place 3, LLC, NNN City Centre Place 4, LLC, NNN City Centre Place 5, LLC, NNN City Centre Place 6, LLC, NNN City Centre Place 7, LLC, NNN City Centre Place 8, LLC, NNN City Centre Place 9, LLC, NNN City Centre Place 10, LLC, NNN City Centre Place 12, LLC, NNN City Centre Place 13, LLC, NNN City Centre Place 14, LLC, NNN City Centre Place 15, LLC, NNN City Centre Place 17, LLC, NNN City Centre Place 18, LLC, and NNN City Centre Place 19, LLC, each one a Delaware limited liability company, each as successor-in-interest to Developer (collectively, "**NNN**"), acting by and through Daymark Properties Realty, Inc., as agent for NNN, recorded June 27, 2012 in Book 20120627 as Instrument No. 00369 in the Official Records (collectively, as so amended, the "**Original Parking Agreement**").

B. Pursuant to the Original Parking Agreement, (i) the Agency constructed a parking garage (the "**Garage**") on that property identified as APN 139-34-301-004 and more particularly described on **Exhibit A** attached hereto (the "**City Property**") and (ii) Developer constructed an office building (the

“**Building**”) that property identified as APN 139-34-301-003 and more particularly described on **Exhibit B** attached hereto (the “**Building Owner Property**”).

C. Pursuant to the Original Parking Agreement, (i) Agency granted certain easement and leasehold rights to the record owner of the Building Owner Property, and (ii) NNN, as successor-in-interest to Developer, granted to Agency an easement to the Agency for the purpose of constructing, maintaining and operating the Garage on a portion of Building Owner Property which portion is more particularly described on **Exhibit C**, attached hereto and incorporated herein by this reference (the “**City Easement Area**”).

D. The Building Owner Property was acquired by CSFB 2004-C5 Office 400, LLC, a Nevada limited liability company (“**CSFB**”), as successor-in-interest to NNN pursuant to that certain Trustee’s Deed Upon Sale dated August 27, 2013, and recorded August 29, 2013, in Book 20130829 as Instrument No. 0001142.

E. Building Owner acquired the Building Owner Property, and all of CSFB’s interest in the Original Parking Agreement, from CSFB pursuant to that certain Grant, Bargain, Sale Deed dated January 7, 2015, and recorded on January 8, 2015 as Instrument No. 20150108-0000967, and assumed all of the rights and obligations under the Original Parking Agreement.

F. City acquired the City Property and the Garage, and all of Agency’s interest in the Original Parking Agreement, from Agency pursuant to that certain Quitclaim Deed dated _____, 2016, and recorded on _____ as Instrument No. _____, and assumed all of the rights and obligations under the Original Parking Agreement.

G. Lender is the owner and holder of that certain Deed of Trust to secure an indebtedness of \$18,000,000.00, recorded January 8, 2015 in Book 20150108 Document No. 0000968 of Official Record of Clark County, Nevada by DIG CCP, LLC, a Delaware limited liability company as Trustor in favor of First American Title Insurance Company as Trustee for the benefit as Beneficiary of PCCP Credit VI Reit Sub Holdco, LLC, a Delaware limited liability company, of which the beneficial interest was assigned to Lender by Assignment recorded May 22, 2015, in Book 20150522 as Document No. 0000254, of Official Records (the “**Deed of Trust**”).

H. City and Building Owner have entered into that certain Amended and Restated Parking and Reciprocal Easement Agreement dated December 1, 2016 and recorded on _____ as Instrument No. _____, whereby the Original Parking Agreement is fully amended and restated and superseded in all respects (the “**Amended Parking Agreement**”).

I. City, Building Owner and Lender desire to confirm their understandings that the Deed of Trust be and at all times be subordinate to the Amended Parking Agreement on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do mutually agree as follows:

1. **Consent to Amended Parking Agreement; Subordination.** Lender confirms that Lender has consented to Building Owner’s entering into the Amended Parking Agreement. Subject to the terms and conditions of this Agreement, the Deed of Trust is hereby subordinated to the Amended Parking Agreement, and any amendment, renewal, substitution, extension or replacement thereof.

2. **Building Owner's Default.** City agrees with Lender that, from and after the date City receives a fully executed copy of this Agreement, City will not seek to terminate the Amended Parking Agreement by reason of any act or omission of the Building Owner until City shall have given written notice specifying in detail of such act or omission to Lender and the required cure (at Lender's last address furnished to City) and until a period of forty-five (45) days beyond the time available to Building Owner under the Amended Parking Agreement ("**Lender Cure Period**") shall have elapsed. Lender shall have the right, but not the obligation, to remedy such act or omission during the Lender Cure Period, provided; however, that if the act or omission does not involve the payment of money from Building Owner to City and is of such a nature that it could not be reasonably remedied within the Lender Cure Period, then Lender shall have such further time as is reasonable under the circumstances to effect such remedy, not to exceed an additional ninety (90) days, provided that Lender shall notify City, within twenty (20) days after receipt of City's notice, of Lender's intention to effect such remedy and thereafter diligently prosecute the remedy to completion. Except for the exercise of any right of City to terminate the Amended Parking Agreement by reason of any act or omission of the Building Owner, nothing in this Section 2 or otherwise in this Agreement shall require City to provide any notice to Lender in connection with the exercise of any other rights or remedies of City under the Amended Parking Agreement, including, without limitation, any remedy for specific performance, set-off and/or for damages.

3. **Non-Disturbance.** Lender agrees with City that no foreclosure (whether judicial or nonjudicial), deed in lieu of foreclosure, or other sale of the Building Owner Property in connection with the enforcement of the Deed of Trust or otherwise in satisfaction of the underlying loan shall terminate the Amended Parking Agreement or otherwise disturb the peaceful and quiet possession or right of possession of the City Easement Area by City or any of City's other rights under the Amended Parking Agreement, but rather the Amended Parking Agreement shall continue in full force and effect and Lender shall recognize be bound by the Amended Parking Agreement subject to the terms and provisions of the Amended Parking Agreement.

4. **Attornment.** If Lender succeeds to the interest of Building Owner under the Amended Parking Agreement, or if the Building Owner Property is sold pursuant to Lender's rights under the Deed of Trust, City shall attorn to Lender, its successors and assigns, or a purchaser upon any such foreclosure sale, and shall recognize Lender, or such purchaser, as successor in interest to Building Owner under the Amended Parking Agreement and agrees to be bound under all the terms, covenants and conditions of the Amended Parking Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments. The Parties hereto agree, however, to execute and deliver at any time and from time to time, upon the request of any other Party hereto, any commercially reasonable instrument or certificate evidencing such attornment and the non-disturbance provisions set forth in Section 3 above.

5. **Successor Building Property Owners.** If Lender shall succeed to the interest of Building Owner as Building Owner under the Amended Parking Agreement, or if any purchaser comes into the possession of or acquires title to the Building Owner Property, upon or after any foreclosure of the Deed of Trust, or any deed in lieu thereof, then the Amended Parking Agreement shall remain in full force and effect and Lender or such purchaser ("**Successor Building Owner**") shall be bound to City under all of the provisions of the Amended Parking Agreement for the balance of the term thereof (including any extensions or renewals) with the same force and effect as if Successor Building Owner was the Building Owner under the Amended Parking Agreement, and City shall, from and after the date Successor Building Owner succeeds to the interest of Building Owner, have the same remedies against Successor Building Owner for the breach of any agreement contained in the Amended Parking Agreement that the City might have had under the Amended Parking Agreement against Building Owner thereunder, provided, however, that Successor Building Owner shall not be:

(a) liable for any damages, penalties or any amounts due to City in connection with any claims by City against the Building Owner under the Amended Parking Agreement as a result of any act or omission of any prior Building Owner (including Building Owner), including, without limitation, acts or omissions that are continuing on or after the date Successor Building Owner succeeds to the rights of Building Owner or its successor under the Amended Parking Agreement (“**Continuing Matters**”) and (y) the breach of any representations or warranties of Building Owner under the Amended Parking Agreement), provided, however, that City shall continue to have any rights of self-help and/or offsets that are provided to City under the Amended Parking Agreement in connection with Continuing Matters;

(b) subject to any offsets (except those expressly permitted under the Amended Parking Agreement) which City might have against any prior Building Owner (including Building Owner except to the extent of Continuing Matters); or

(c) bound by any material amendment or material modification of the Amended Parking Agreement made without Lender’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; except that Lender’s consent shall not be required for City’s exercise of any rights (including as such rights may be reflected in amendments or modifications approved by Lender pursuant to this paragraph (e) expressly set forth in the Amended Parking Agreement.

6. **Notices of Default.** Lender hereby agrees to give to City a copy of each notice of a failure on the part of Building Owner under the Deed of Trust to perform or observe any of the covenants, conditions or agreements of such Deed of Trust at the same time as whenever any such notice shall be given to Building Owner, such copy to be sent as provided in Section 7 below.

7. **Notices.** In order to be effective, any notice to be given under this Agreement must be in writing and either (i) served personally at the following applicable notice address, provided that proof of delivery thereof can be produced; or (ii) sent by registered or certified U.S. mail, Federal Express or a similar reputable express courier at the following applicable notice address, provided that proof of delivery thereof can be produced.

Building Owner: DIG CCP, LLC
% Dornin Realty Advisors, Inc.
6725 Via Austi Parkway, Suite 380
Las Vegas, Nevada 89119
Attention: Chris Dornin

City: City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Brandy Stanley

With a copy to: City Attorney Office, 6th Floor
495 S. Main Street
Las Vegas, Nevada 89101
Attention: Teri Ponticello

Lender: PCCP Credit VI REIT-SUB HOLDCO USB SELLER, LLC
10100 Santa Monica Blvd, Suite 1000
Los Angeles, CA 90067
Attention: Betty Kao (Asset Manager)

Any Party may change the address by written notice to the other Parties clearly stating such Party's intent to change the address for all purposes of this Agreement. Notice shall be deemed given when received or when receipt is refused.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

9. **Entire Agreement.** This Agreement includes **Exhibit A** through **Exhibit C**, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of City, Building Owner and Lender. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City, Building Owner and Lender and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

10. **Authority.** The Parties hereto represent and warrant that their respective signatories to this Agreement have been duly authorized by City, Building Owner and Lender, as applicable. Building Owner and City agree that nothing contained in this Agreement and nothing done pursuant to the provisions hereof shall limit or otherwise modify the Amended Parking Agreement.

11. **Captions.** Captions and headings of sections are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY

CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LUANN D. HOLMES, MMC, City Clerk

APPROVED AS TO FORM:

Date

BUILDING OWNER

DIG CCP, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER

PCCP Credit VI REIT-SUB HOLDCO USB SELLER, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEVADA)

: ss.

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Las Vegas.

Dated this ____ day of _____, 20__.

[Signature of Notary]

[Print Name of Notary]

My commission expires: _____.

STATE OF _____)

: ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of _____.

Dated this ____ day of _____, 20__.

[Signature of Notary]

[Print Name of Notary]

My commission expires: _____.

EXHIBIT A

Legal Description City Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT B

Legal Description of Building Owner Property

“THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, AND THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.”

EXHIBIT C

Legal Description of City Easement Area

BEING A PORTION OF LOT ONE (1) AS SHOWN BY MAP THEREOF IN FILE 97 OF PARCEL MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE NORTH 27°45'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 150.01 FEET; THENCE SOUTH 62°15'00" EAST, DEPARTING SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE NORTH 27°45'00" EAST, 1.17 FEET; THENCE SOUTH 62°15'00" EAST, 37.83 FEET; THENCE SOUTH 27°45'00" WEST, 147.17 FEET; THENCE NORTH 62°15'00" WEST, 0.33 FEET; THENCE SOUTH 27°45'00" WEST, 4.01 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 62°15'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 41.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,318 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 62°15'00" WEST, BEING THE BEARING OF THE SOUTH LINE OF LOT 1 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 97 OF PARCEL MAPS, AT PAGE 78.