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RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE OFFICE TENANT INCENTIVE PROGRAM AGREEMENT (“OTIP”) BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY (“AGENCY”) AND Green Unicorns, LLC. (“OWNER”) FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-611-048

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Office Tenant Incentive Agreement, the OTIP Participation Affidavit and Employment Plan, and the OTIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the interior tenant space of such commercial properties ; and;

WHEREAS, Green Unicorns, LLC (the “OWNER”) the owner of real property and improvements located at 229 Las Vegas Boulevard South, and which parcel is commonly known as APN 139-34-611-048 (the “Site”); and

1 WHEREAS, Green Unicorns, LLC (the "OTIP PARTICIPANT") is the owner
2 of the real property located at 229 Las Vegas Boulevard South, and is undertaking certain
3 interior improvements to the property or the redevelopment of an underdeveloped property in
4 accordance with the OTIP; and

5 WHEREAS, the City Council of the City of Las Vegas has considered the
6 findings that the development of improvements to a building, facilities, structures or other
7 improvements to be located at the Site are of benefit to the Redevelopment Area or the
8 immediate neighborhood in which the Redevelopment Area is located; and

9 WHEREAS, the City Council of the City of Las Vegas has considered the
10 findings that no other reasonable means of financing the building, facilities or structures or
11 other improvements on the Site are available; and

12 WHEREAS, the City Council of the City of Las Vegas has considered the
13 undertakings of the Agency in connection with the OTIP Agreement (the "Agreement" and
14 attached hereto as Exhibit A), which provides for the contribution of funds to Green Unicorns,
15 LLC for making physical, interior improvements to the building or property located on the Site,
16 all as more fully set forth in the Agreement.

17 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
18 the City of Las Vegas hereby finds and determines that the development of building, facilities,
19 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
20 immediate neighborhood in which the Redevelopment Area is located; and

21 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
22 finds and determines there are no reasonable means of financing those building, facilities,
23 structural or other improvements on the Site; and

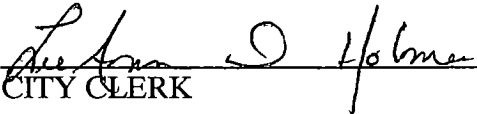
1 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
2 consents to the undertakings of the Agency in connection with the Agreement with the
3 "Owner" for the Project concerning the development on the Site.

4 THE FOREGOING RESOLUTION was passed, adopted and approved this
5 7th day of November, 2018.

6
7 CITY OF LAS VEGAS

8 By 
9 CAROLYN G. GOODMAN, Mayor

10 ATTEST:

11 
12 CITY CLERK

13 APPROVED AS TO FORM:

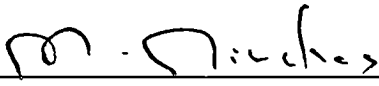
14  10-1-18
15 Michael Niarchos Date
16 Counsel to City of Las Vegas

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY OFFICE TENANT INCENTIVE AGREEMENT

(Owner)

THIS OFFICE TENANT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and Green Unicorns, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial structures in the Agency redevelopment area and to attract to or maintain jobs in such redevelopment area, and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency approved an Office Tenant Incentive Program (the "OTIP") for the purpose of assisting business owners and landlords with office facility upgrades to make them more competitive and create quality jobs and capital investment in the redevelopment areas, and

WHEREAS, Owner has agreed in the lease of the Tenant Space (defined below) to construct the Tenant Improvements (defined below), and

WHEREAS, the Agency shall reimburse the Owner for any Pre-approved Qualified Interior Tenant Improvements ("Tenant Improvements"), which the Agency has determined are significant in character, up to a maximum of Fifty Thousand Dollars and 00/100 (\$50,000 00) (the "Agency Funds"), which is equal to no more than ten percent (10%) of the cost of the Tenant Improvements in order to ensure a high leveraging of public resources; and

WHEREAS, the Owner desires to participate in the OTIP pursuant to the terms and provisions of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1. SCOPE OF AGREEMENT The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Tenant Improvements to that certain office space described in Attachment "1", attached and incorporated herein by reference ("Tenant Space") Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No 3218, as amended Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2. PARTIES TO THE AGREEMENT Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279 382, et seq) The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities

The Owner hereby warrants that it is the owner of the building where the Tenant Space is located as of the Effective Date of this Agreement (as defined hereinafter) Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

Landlord hereby warrants that Tenant is the tenant of the Tenant Space under a lease for a fixed term of no less than five (5) years as evidenced by Attachment "3" "Proof of Leasehold Interest" attached hereto and hereby made a part of this Agreement. Owner hereby warrants that (i) the lease of Tenant Space obligates Owner to construct the Tenant improvements for the benefit of Tenant and (iii) Attachment 3 is a true and correct description of the lease for the Tenant Space.

SECTION 3: IMPROVEMENTS TO THE TENANT SPACE AND PROJECT BUDGET. Owner shall complete the Tenant Improvements according to the Scope of Work and Tentative Schedule of Tenant Improvements, which is attached hereto as Attachment " 4 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Tenant Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of the Tenant Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the OTIP Guidelines The Tenant Improvements shall be completed within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Tenant Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency The Tenant Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Tenant Improvements shall maintain a right of access to the Tenant Space in order to determine the status of the construction of the Tenant Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. Owner and Tenant acknowledge and agree that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Tenant Improvements by the required dates and any failure of Owner to commence and complete the Tenant Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement

Owner hereby acknowledge and agree that (i) Agency is not involved in any way with the design and construction of the Tenant Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Tenant Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Tenant Improvements, (iii) Owner hereby release and waive any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Tenant Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agree to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Tenant Improvements

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency.

1. A certificate of occupancy has been issued permitting occupancy of the Tenant Space by Tenant and indicating that the Tenant Improvements are in compliance with the Scope of Work set forth in Attachment "4".
2. A Certificate of Completion of Construction, in the form of Attachment "6", has been issued and recorded on the building parcel.
3. Owner has executed and provided to Agency the certification in the form of Attachment "5" attached hereto and by this reference made a part hereof stating, among other matters, that Tenant has taken occupancy of the Tenant Space, Tenant has no less than 20 full time employees working in the Tenant Space and that the lease for the Tenant Space is in full force and effect with no default by Owner or Tenant thereunder.

Upon receipt of the above, Agency shall disburse the Agency Funds within thirty (30) days to Owner.

SECTION 6. COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations

SECTION 7. RESERVED

SECTION 8. UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to OTIP provided for in this Agreement.

SECTION 9. COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the OTIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following.

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

Owner has declared that no other reasonable means of financing are available to undertake the Tenant Improvements because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, Owner would not undertake the Tenant Improvements contemplated in the Agreement through resources reasonably available to Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 8 " and by this reference made a part hereof.

Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "8 " and by this reference is made a part hereof. Owner, for Owner and its successors and assigns,

represent that in the construction of Tenant Improvements, Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Owner warrants to Agency that it not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "7-A" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11. DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12. SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13. TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14. 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.

SECTION 15. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada

SECTION 16. NOTICES Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Green Unicorns, LLC
Attn: Brad Howard
9474 Malasana Court
Las Vegas, Nevada 89147

SECTION 17. 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.

SECTION 18. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of 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 waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Owner 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. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement

SECTION 19. COUNTERPARTS; ELECTRONIC DELIVERY This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2018

By _____
CAROLYN G GOODMAN, CHAIR
"Agency

ATTEST

Green Unicorns, LLC

LUANN D HOLMES, MMC
Secretary

By _____
Brad Howard, Managing Member
"Owner"

APPROVED AS TO FORM.

Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1 "	DESCRIPTION OF TENANT SPACE
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	PROOF OF LEASEHOLD INTEREST
ATTACHMENT "4 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATION LETTER
ATTACHMENT "6"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "7"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "8 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

DESCRIPTION OF TENANT SPACE

INTERIOR IMPROVEMENTS:

The entire interior of the building will be gutted and completely renovated. We are adding conference rooms, breakrooms, ADA bathrooms, a new HVAC system, plumbing, and some private offices. The office area will be an open office concept, adding new flooring and skylights. We will also add new lighting and electrical throughout the building to enhance the open office concept.

EXTERIOR IMPROVEMENTS:

We are resurfacing and striping the rear parking lot. We are also painting the exterior of the building, replacing and enhancing the lighting, refinishing the front doors, repairing and painting the soffit on the front of the building, replacing windows, and adding a small courtyard with guardrails at the entry. We will also be adding a neon sign.

INTERIOR IMPROVEMENTS:

This is an old dilapidated building that hasn't had any improvements in 30 plus years. The building requires complete asbestos removal, which will require interior of the building to be completely gutted. It also needs to be brought up to date make it ADA compliant, including renovating the bathrooms.

EXTERIOR IMPROVEMENTS:

The exterior hasn't had any improvements in 30 plus years. It is rundown, dark and dreary. We need to reroof the building, repair holes in the exterior walls, and replace and add windows, paint the entire exterior, and enhance the lighting.

ATTACHMENT 2

Proof of Ownership

See Attached

Inst #: 20180910-0001808

Fees: \$40.00

RPTT: \$6247.50 Ex #:

09/10/2018 02:06:33 PM

Receipt #: 3506892

Requestor:

FNTG NCS (LAS VEGAS)

Recorded By: KVHO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 139-34-611-048

Affix R.P.T.T. \$6247.50

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE

WHEN RECORDED MAIL TO and

MAIL TAX STATEMENT TO:

GREEN UNICORNS, LLC, A NEVADA
LIMITED LIABILITY COMPANY

BRAD HOWARD

4151 N. PECOS RD. #200

LAS VEGAS, 89115

ESCROW NO: 42041846-420-SDS

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Nemo, Inc., a Nevada Corporation

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Green Unicorns, LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 4th day of September 2018

Nemo, Inc., a Nevada Corporation

[Signature]
By: Brent Leavitt, Director / President

BRENT LEAVITT, DIRECTOR/ PRESIDENT

STATE OF ~~NEVADA~~ Texas
COUNTY OF ~~CLARK~~ Collin

☐ ss:

On this September 4 2018
appeared before me, a Notary Public,

Brent Leavitt, Director / President
personally known or proven to me to
be the person(s) whose name(s) is/are
subscribed to the above instrument,
who acknowledged that he/she/they
executed the instrument for the
purposes therein contained.

[Signature]
Notary Public



My commission expires: June 21, 2022

**NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 42041846-420SDS**

Escrow No. 42041846 - 420 - SDS
Grant, Bargain, Sale Deed....Continued

EXHIBIT A

LOTS THIRTEEN (13) AND FOURTEEN (14) IN BLOCK FOUR (4) OF HAWKINS
ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40 IN
THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 3

Proof of Leasehold Interest

Copy of Lease By and Between

Green Unicorns, LLC (Lessor)

and

Trend Nation, LLC (Lessee)

is on file with the City of Las Vegas – Economic and Urban Development

ATTACHMENT 4

SCOPE OF WORK AND TENTATIVE SCHEDULE OF TENANT IMPROVEMENTS

Green Unicorns

Interior Construction Summary

Demolition of Interior walls	76,060
Drywall, Interior Carpentry	136,873
Doors and Frames & Millwork	123,383
Electrical	102,455
Plumbing	32,890
Restrooms	12,307
HVAC	96,720
Fire Alarm & Sprinklers	10,838
Permits & General Conditions	72,665
TOTAL ESTIMATED INTERIOR CONSTRUCTION COSTS	\$ 664,191
 Estimated Grant	 \$50,000

ATTACHMENT "5"

CERTIFICATION

Date:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Re: Lease dated _____, 2018 between Green Unicorns, LLC ("Landlord") and Trend Nation ("Tenant") for 229 South Las Vegas Boulevard, Las Vegas, Nevada 89101 (the "Premises")
To: Las Vegas Redevelopment Agency ("RDA"):

The undersigned Landlord under the above-captioned lease (the "Lease") hereby certifies as follows in connection with that certain Office Tenant Incentive Agreement between the RDA and Green Unicorns, LLC dated _____, 2018 ("RDA Agreement"):

1. Tenant has taken occupancy of the premises which are the subject of the Lease.
2. Tenant has no less than twenty (20) full time employees employed by Tenant and working at the premises which are the subject of the Lease.
3. The Lease is in full force and effect and the tenant improvements which are the subject of the RDA Agreement are completed and accepted by Tenant.
4. There is no actual or pending default of either Tenant or Landlord under the Lease.

Landlord and Tenant hereby acknowledge that RDA is relying on this certification in disbursing funds under the RDA Agreement to Landlord.

LANDLORD:

By: Brad Howard

Its: Managing Member

ATTACHMENT "6"

Certificate of Completion of Construction

APN No.: 139-34-611-048

Recording Required by:

City of Las Vegas Redevelopment

Agency After Recording, Mail to:

Executive Director

City of Las Vegas Redevelopment
Agency 495 S. Main Street, 6th Floor

Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Office Tenant Agreement ("Agreement") dated _____, 2018, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to Green Unicorns, LLC, or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. Counterparts, Electronic Delivery. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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Execution Blocks on Next Page

IN WITNESS WHEREOF, the Agency has executed this Certificate this
day of _____, 2018.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By _____
CAROLYN G GOODMAN, CHAIR
"Agency"

ATTEST.

Green Unicorns, LLC

LUANN D. HOLMES, MMC
Secretary

By _____
Brad Howard, Managing Member
"Owner"

APPROVED AS TO FORM

Counsel to the Agency Date

ACKNOWLEDGEMENTS

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

On this _____ day of _____, 2018, before me, the undersigned Notary Public in and for said County and State, appeared Carolyn G. Goodman, as Chairman of the City of Las Vegas Redevelopment Agency, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he or she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

ACKNOWLEDGEMENTS

STATE OF _____)

)ss.

COUNTY OF _____)

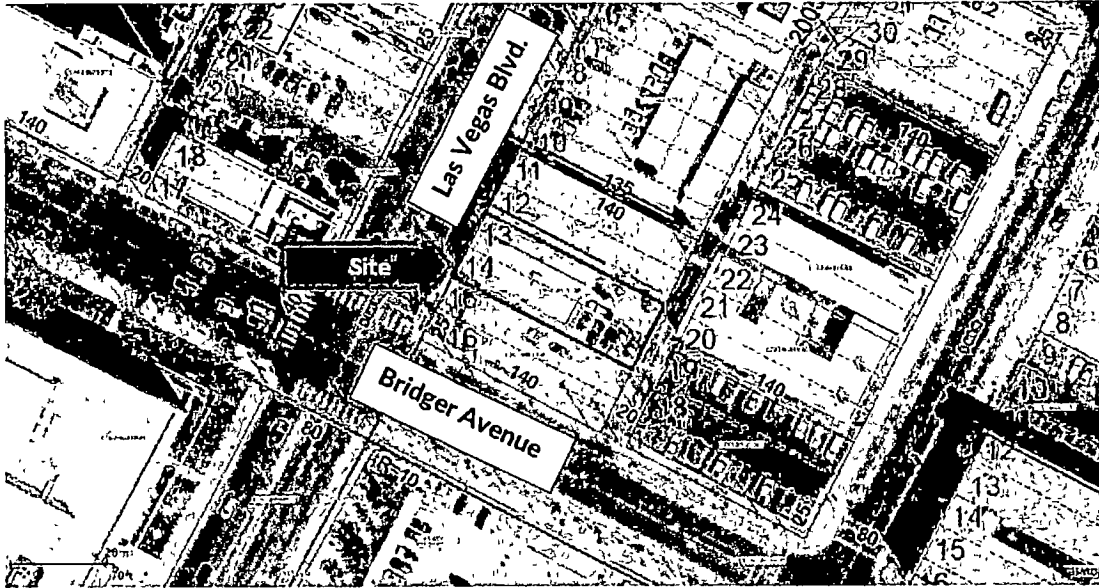
On this _____ day of _____, 2018, before me, the undersigned
Notary Public in and for said County and State, appeared _____, as
_____ of _____, known to me to be the person
who executed the above and foregoing instrument, and who acknowledged to me that he or she
did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

ATTACHMENT "A"

The Site

229 Las Vegas Boulevard South, Las Vegas, NV 89101
Green Unicorns, LLC



ATTACHMENT "B"

Legal Description

LOTS THIRTEEN (13) AND FOURTEEN (14) IN BLOCK FOUR (4) OF HAWKINS ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT "7"
DISCLOSURE OF PRINCIPALS – OWNER

See Attached

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Details About Completing "Disclosure of Ownership/Principals" Forms that Follow

DEFINITIONS

- "City" means the city of Las Vegas.
- "City Council" means the governing body of the city of Las Vegas.
- "Contracting Entity" means the individual, partnership or corporation seeking to enter into a contract or agreement with the city of Las Vegas.
- "Principal" means individual or entity holding more than one percent interest;
- For each type of business organization:
 - (a) *Sole Proprietorship*: Owner of business
 - (b) *Corporation*: Directors and officers of corporation, but not any branch managers of offices which are a part of the corporation;
 - (c) *Partnership*: General and limited partners
 - (d) *Limited liability company*: Managing member as well as all other members
- For each type of real property interest:
 - (a) *Estate in Severalty*: Sole ownership by one individual or entity
 - (b) *Tenancy in Common*: Multiple owners without right of survivorship
 - (c) *Joint Tenancy*: Multiple owners with right of survivorship

POLICY

In accordance with resolutions 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the city of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

INSTRUCTIONS

The disclosure required by the resolutions referenced above shall be made through the completion and execution of the "Disclosure of Owners/Principals" certificate. (See next page.) The Contracting Entity shall complete Block 1, Block 2 and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. An officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

INCORPORATION

This certificate shall be incorporated into the resulting contract or agreement, if any, between the city and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the city in writing of any material changes to the information in this disclosure. This notification shall be made within 15 days of the change. Failure to notify the city of any material change may result, at the option of the city, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

Contracting Entity

Name: Green Unicorns, LLC

Mailing Address: 9474 Malasana Court, Las Vegas, NV 89147

Ownership Interest

Tenancy in Common LLC Joint Tenancy n/a Estate in Severalty n/a

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Brad Howard, President & Managing Member	9474 Malasana Court, Las Vegas, NV 89147	614-582-6477
Brian Campbell, Member	1421 Marina del Rey Court, Las Vegas, NV 89117	614-209-9291
Daniel Brownsher	2718 Bryant Ave , Las Vegas, NV 89102	614-620-1853

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the number of sheets: n/a

DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document: n/a

Date of Attached Document: n/a

Number of Pages: n/a

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: *Brad Howard*

Date: 7/10/18

State of Nevada
County of Clark

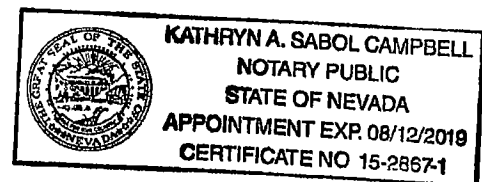
This instrument was acknowledged before me on

July 10th, 2018 (date) by

Brad Howard (name of person)

Kathryn A. Sabol Campbell

Notary Public



DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

Contracting Entity Information

Name: Trend Nation, LLC

Mailing Address: 4151 N. Pecos Road, Suite #200, Las Vegas, NV 89115

Business Phone: 702-857-8716

Tax ID or Social Security Number: 45-0606981

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X
Corporation _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Brad Howard, CEO & Managing Member	9474 Malasana Court, Las Vegas, NV 89147	614-582-6477
Brian Campbell, President & Member	1421 Manna del Rey Court, Las Vegas, NV 89117	614-209-9291
Dan Brownsher, Member	2718 Bryant Ave., Las Vegas, NV 89102	614-620-1853

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the number of sheets: n/a



DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document: n/a

Date of Attached Document: n/a

Number of Pages: n/a

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Bradley Howard

Date: 7/11/18

State of Nevada
County of Clark

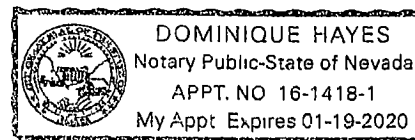
This instrument was acknowledged before me on

July 11, 2018 (date) by

Bradley Howard (name of person)

Dominique Hayes

Notary Public



ATTACHMENT “8”

Participant Affidavit & Employment Plan

See Attached

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss: .
COUNTY OF CLARK }

I, Bradley Howard, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Green Unicorns, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 229 S Las Vegas Blvd ("Site"), as more particularly described by the agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the property, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

Assistance from the Agency will allow me to make improvements to the property which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the property because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☐
 - b. Create jobs or other business opportunities for nearby residents; ☒
 - c. Increase local revenues from desirable sources; ☒
 - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
 - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
 - f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
 - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:
 - a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☒ or
 - b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☒ or
 - c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. BH (initial)
 - b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. BH (initial)
 - c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. BH (initial)
 - d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. BH (initial)
5. Applicant will comply with "Developer/Contractor Award Phase") and "Construction Phase" of the city of Las Vegas Redevelopment Agency Employment Plan Policy, revised June 18, 2014
6. If the value of the incentive received by the applicant from the Redevelopment Agency exceeds \$100,000 per NRS 279.500(c) the project will be registered with the State of Nevada Office of the Labor Commissioner as a Public Works project, http://labor.nv.gov/PrevailingWage/2016-2017_Prevailing_Wages/ and the applicant will be required to pay Prevailing Wage to all construction workers and submit certified payroll records to both the Redevelopment Agency and the Commissioner on a biweekly basis.

DATED this 11 day of July, 2018.

Authorized Signature: Bradley Howard

SIGNED AND SWORN TO before me

this 11 day of July, 2018, by Bradley Howard

NOTARY PUBLIC Dominique Hayes

My Commission Expires: 01-19-2020

