RESOLUTION NO. RA-6-2019

RESOLUTION FINDING THE PROJECT PROPOSED BY THE OFFICE TENANT INCENTIVE PROGRAM AGREEMENT ("OTIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND Parkway Center, LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE OTIP BY THE AGENCY

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 July 17, 2019 the form for the Office Tenant Incentive Program 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, 100 North City Parkway, Suite 1750 (the "OWNER") is the owner of real property and improvements located at 100 North City Parkway, Suite 1750, and which parcel is commonly known as APN 139-27-410-021 (the "Site"); and

WHEREAS, Parkway Center, LLC (the "OTIP PARTICIPANT") is the owner of the real property located at 100 North City Parkway, Suite 1750 and is undertaking certain exterior improvements to the property in accordance with the OTIP ; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the OTIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, interior improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and OTIP AGREEMENT was passed, adopted and approved this 17th day of July, 2019.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: ______________________
CAROLYN G. GOODMAN, Chair

ATTEST:

____
SECRETARY

APPROVED AS TO FORM:

______________________ 6-27-19
Date

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 ________________, 2019, 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 Parkway Center, 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.

<u>SECTION 3: IMPROVEMENTS TO THE TENANT SPACE AND PROJECT BUDGET</u>. 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.

<u>SECTION 4: CONTRACTOR SELECTION REQUIREMENTS</u>. 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.

<u>SECTION 5: DISBURSEMENT OF AGENCY FUNDS</u>. 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: Parkway Center, LLC
Attn: Richard Worthington
100 North City Parkway, Ste 1700
Las Vegas, NV 89106

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 ____________________, 201 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:

_________________________, 2019

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

____
LUANN D. HOLMES, MMC
Secretary

Parkway Center, LLC

By: ______________________________
Richard Worthington, President
"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

The landlord is taking one empty vacant office space along with half of an existing (operational & leased) space and combining them into one office to accommodate a tenant with over 103 employee head count. The reconfiguring of the two offices will include demolition of some the existing improvements to make way for a brand new tenant improvements for a larger office space.

ATTACHMENT 2

Proof of Ownership

See Attached

20060131-0003046

Fee: $21.00 RPTT: $5.10
N/C Fee: $25.00

01/31/2006 12:54:13
T20060018955
Requestor:
LAWYERS TITLE OF NEVADA

Frances Deane KGP
Clark County Recorder Pgs: 9

Assessor's Parcel No 139-27-410-008

N2107531 JG

WHEN RECORDED, RETURN TO, AND MAIL TAX STATEMENTS TO:

Parkway Center LLC
3111 South Maryland Parkway
Las Vegas, Nevada 89109

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

CITY PARKWAY IV-A, INC., a Nevada not-for-profit corporation (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area, under the Community Redevelopment Law of the State of Nevada, hereby grants, bargains, sells and conveys to PARKWAY CENTER LLC, a Nevada limited liability company (herein called "Grantee") whose address is 3111 South Maryland Parkway, Las Vegas, Nevada 89109, the real property (the "Property") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The Property is conveyed subject to the Disposition and Development Agreement dated January 22, 2003 and subject and pursuant to an Option to Acquire and Development Agreement (the "OADA") entered into by and between the Grantor and the Grantee and dated November 21, 2003. The Property is also conveyed subject to those easements of record and other title exceptions listed on Exhibit B attached hereto and incorporated herein by this reference.

2. The property shall be used for the sole purpose of constructing a Class A office building of no less than 200,000 square feet and any related improvements and appurtenances related thereto, including, without limitation, surface parking and structured parking improvements containing no less than 1,250 parking spaces.

3. Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

4. <u>Condition of Property</u>. Grantee and its representatives have been afforded the opportunity to make such inspections of the Property and matters related thereto as

Grantee and its representatives desired, including, without limitation, governmental laws and regulations to which the Property is subject, and Grantee accepts the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges and agrees that the Property is sold and conveyed to and accepted by Grantee in an "as-is" condition with all faults, except as otherwise provided below. Grantor makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property. In particular, but without limitation, Grantor makes no represenations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planing, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Grantee acknowledges that it has accepted this deed on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

5. Grantee, for itself, its successors and assigns, and for each and every subsequent owner or tenant of any portion of the Property (collectively, the "Releasing Parties"), hereby waives, releases, remises, acquits and forever discharges Grantor, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Grantee or any other Releasing Party now has or which Grantee or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with any contamination or environmental condition of the Property, or any other physical or environmental condition of the Property, or the violation of any federal, state of local law, ordinance, rule or regulation, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, arising out of or in connection with any physical or environmental condition of the Property.

6. Subject to the provisions of paragraph 7 below, the covenants contained in this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns and the City of Las Vegas. Such covenants shall bind each and every owner of the Property as covenants running with the land. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties. Grantee further agrees to be bound by the provisions of paragraphs (a) through (e) except for paragraph (d)(ii)(D) of that certain Grant, Bargain and Sale Deed recorded in the Clark County Reorder of Deeds on June

14, 2001 as instrument number 00136 in book 20011O614 whereby the Union Pacific Railroad Company conveyed the Property to Grantor.

7. The OADA provides, among other things, that Grantee's failure to perform thereunder may result in Grantor's exercising Grantor's rights to repurchase, re-enter and repossess as set forth in the OADA, provided, however, that in connection with Grantor's exercise of such Grantor rights, Grantor shall repay in full any mortgage, deed of trust or other security instrument permitted by the OADA. The provisions in this paragraph 7 (and the referred to rights of Grantor in the OADA) shall remain in effect until the earlier of (a) construction of the improvements are completed pursuant to Section 6 of the OADA, or (b) a foreclosure (or deed-in-lieu thereof) under any mortgage, deed of trust or other security instrument permitted by the OADA.

8. In the event of any express conflict between this Grant Deed and the OADA, the provisions of this Grant Deed shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this 30 day of January, 2006.

CITY PARKWAY IV-A, a Nevada corporation

By: Douglas Selby

PRESIDENT, Douglas A Selby

"GRANTOR"

APPROVED: Michael C. Niarchos, Esq.

Michael C. Niarchos, Esq.

Counsel for Grantor

The provisions of this Grant Deed are hereby approved and accepted.

1-30-2006

PARKWAY CENTER, LLC,

a Nevada limited liability company

By: Irwin A. Molasky

Irwin A. Molasky

Title: MG. Manager

"GRANTEE"

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 30th day of January, 2006, Douglas A. Selby before me personally appeared and executed the foregoing Grant Deed on behalf of City Parkway V, Inc.

Notary Public-State of Nevada
COUNTY OF CLARK
CECELI C. GREEN
My Appointment Expires
March 7, 2008
No. 98-1803-1

Ceceli C. Green
NOTARY PUBLIC
My commission expires: 3-7-08

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 30th day of January, 2006, Irwin A. Molasky before me personally appeared and executed the foregoing Deed on behalf of Parkway Center, LLC.

Linda Creger
NOTARY PUBLIC
My commission expires: 3-8-08

LINDA CREGER
Notary Public State of Nevada
No. 04-87684-1
My appt. exp. March 8, 2008

EXHIBIT A – legal description

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Being a portion of Lot Four (4) of PARKWAY CENTER (a commercial subdivision) in the City of Las Vegas, County of Clark, State of Nevada as per map recorded in Book 53, Page 61 of Plats in the Office of the County Recorder of said County, situated in the Southwest Quarter (SW ¼) of Section 27, Township 20 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the Southeast Corner (SE Cor.) of said Lot Four (4), said point being on the Northerly Right-of-Way line of Grand Central Parkway, being a 100.00 foot wide public roadway as dedicated per said Book 53, Page 61 of Plats;
Thence along said line the following Two (2) courses:

North 62°04'10" West, 68.77 feet to a point of curvature;
Thence Westerly, along the arc of a curve to the left, concave Southerly, having a radius of 450.00 feet, through a central angle of 24°18'15", an arc distance of 190.90 feet to the Point of Beginning, a radial line to said point bears North 03°37'29" East;
Thence continuing along said line, the following Three (3) courses: Westerly, along the arc of a curve to the left, concave Southerly, having a radius of 450.00 feet, through a central angle of 19°19'21", an arc distance of 151.76 feet;
Thence South 74°18'09" West, 187.93 feet to a pint of curvature;
Thence Northwesterly, along the arc of a curve to the right, concave Northeasterly, having a radius of 25.00 feet, through a central angle of 90°00'00", an arc distance of 39.27 feet to the Westerly line of said Lot Four (4), said point also being on the Easterly Right-of-Way line of "F" Street, being a 60.00 foot wide public roadway as dedicated per said Book 53, Page 61 of Plats;
Thence along said line the following Three (3) courses:
North 15°41'51" West, 43.23 feet to a point of curvature;
Thence Northerly, along the arc of a curve to the right, concave Easterly, having a radius of 270.00 feet, through a central angle of 14°24'02", an arc distance of 67.86 feet;
Thence North 01°17'49" West, 43.11 feet to the Southerly line of that certain FINAL ORDER OF CONDEMNATION recorded in Book 991103, Instrument Number 00619 of Official Records;
Thence along said line the following Two (2) courses:
North 42°32'16" East, 111.14 feet;
Thence North 74°47'09" East, 492.89 feet to a line being 254.00 feet Westerly and parallel with measured at right angles from the Easterly line of said Lot Four (4);
Thence along said parallel line South 27°55'16" West, 354.77 feet to the Point of Beginning.

Said Parcel also shown as Phase 2 on that certain Record of Survey on file in File 133 of Surveys, Page 92 in the Office of the County Recorder, Clark County, Nevada.

EXCEPTING THEREFROM that portion conveyed to the City of Las Vegas by that certain Grant Deed recorded November 6, 2003 in Book 20031106 as Document No. 02520 of Official Records.

EXHIBIT B

SCHEDULE OF TITLE EXCEPTIONS

PERMITTED EXCEPTIONS

1. Taxes for the fiscal year 2005-2006 are Exempt.
   Assessor's Parcel Number: [139-27-410-008]

2. A lien of supplemental taxes, if any, assessed pursuant to the provisions of the Nevada Revised Statute 361.260

3. The property described herein is located within the boundaries of the City of Las Vegas and is subject to any fees that may be charged against said property by the hereinbefore mentioned district.

4. Water rights, claims or title to water.

5. Reservation in the Patent from the State of Nevada
   Recorded: October 17, 1902
   Book "F" of Miscellaneous Records, Pages 230-232 of Lincoln County Records.

6. Excepting all right of access to or from the Easterly Right-of-Way line of U.S. Interstate Route 1-15, said rights having been relinquished by "ORDER OF CONDEMNATION", Case No. A-32228, District Court, in and for the County of Clark, in favor of the State of Nevada, Department of Highways, recorded September 11, 1968 in Book 899 as Document No. 721652 of Official Records.

7. The terms, covenants and provisions of that certain "CITY OF LAS VEGAS REVISED DOWNTOWN DEVELOPMENT AREA" recorded March 11, 1986 in Book 860311 Doc/Inst. No. 00777 of Official Records, and the effect of any failure to comply with same.

   Said instrument contains, among other things, provisions for rehabilitation of the downtown area financed by additional tax assessments.

   Said instrument has been revised by an instrument recorded February 11, 1988 in Book 880211 as Document No. 00382 of Official Records.

   Said instrument has been amended by an instrument recorded November 22, 1996 in Book 961122 as Document No. 00874 of Official Records.

   A "NOTICE OF ADOPTION OF AMENDMENT TO THE REDEVELOPMENT PLAN" recorded November 22, 1996 in Book 961122 as Document No. 00848, re-recorded November 25, 1996 in Book 961125 as Document No. 00566 and as set forth in Record of Survey performed by RITA M. LUMAS, filed in File LG of Local Government Plats at Page 78 recorded November 22, 1996 in Book 961122 as Document No. 00849 of Official Records.

   Reference should be made to said instrument for full particulars.

8 Order of Vacation: Any easements not vacated by that certain "ORDER OF VACATION" recorded August 7, 1992 in Book 920807 as Document No. 00831 of Official Records.

EXHIBIT B

(continued)

SCHEDULE OF TITLE EXCEPTIONS

9. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among other things provides:

Tract/Parcel Map:	PARKWAY CENTER in Book 53 of Plats, Page 61

10. The terms, covenants and provisions of that certain "WATER FACILITIES INSTALLATION AGREEMENT" executed by LAS VEGAS VALLEY WATER DISTRICT AND UNION PACIFIC REALTY COMPANY recorded November 19, 1993 in Book 931119 Doc/Inst. No. 01226 of Official Records, and the effect of any failure to comply with same.

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	NEVADA POWER COMPANY
Purpose:	Public utilities
Recorded:	May 1, 1995
Book:	950501 Doc/Inst. No. 01024 of Official Records

12. Lack of Abutter's Rights and Access Rights affecting that property described in the FINAL ORDER OF CONDEMNATION to the STATE OF NEVADA, on relation of its Department of Transportation, recorded November 3, 1999 in Book 991103 as Document No. 00619 of Official Records.

13. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among other things provides:

Tract/Parcel Map:	PARCEL MAP in File 99 of Parcel Maps, Page 68

14. Covenants, conditions and restrictions (deleting therefrom any restrictions based on race, color or creed) as set forth in the document

Recorded:	June 14, 2001
Book	20010614 Doc/Inst. No. 00135 of Official Records

15. The terms, covenants and provisions of that certain "COVENANTS AGREEMENT" recorded June 14, 2001 in Book 20010614 Doc/Inst. No. 00137 of Official Records, and the effect of any failure to comply with same.

16. The effect of the following Record of Survey:

File No.:	133, Page: 92
Recorded:	October 30, 2003
Book	20031030 Doc/Inst. No. 01309 of Official Records

17. The terms, covenants and provisions of that certain "EASEMENT AGREEMENT AND RESERVATION OF EASEMENT" recorded December 1, 2003 in Book 20031201 Doc/Inst. No. 00492 of Official Records, and the effect of any failure to comply with same.

18. An option to purchase the herein described property recorded December 1, 2003 in Book 20031201 of Dfficial Records as Doc/Inst. No. 00494:

Optioner:	CITY PARKWAY IV A, INC., a Nevada Corporation
Optionee:	PH GSA LLC, a Nevada limited liability company
Term:	5 years
Disclosed by:	MEMORANDUM OF OPTION TO PURCHASE

EXHIBIT B

(continued)

SCHEDULE OF TITLE EXCEPTIONS

The terms, covenants and provisions of that certain "ASSIGNMENT OF OPTION AGREEMENT" recorded March 23, 2005 in Book 20050323 Doc/Inst. No. 03794 of Official Records, and the effect of any failure to comply with same.

19. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	CITY PARKWAY IV A, INC., a Nevada Corporation
Lessee:	PH GSA LLC, a Nevada limited liability company
Disclosed by:	MEMORANDUM OF LEASE
Term:	65 years
Recorded:	December 1, 2003
Book	20031201 Doc/Inst. No. 00495 of Official Records

20. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	LAS VEGAS VALLEY WATER DISTRICT
Purpose:	Pipelines
Recorded:	January 12, 2004
Book:	20040112 Doc/Inst. No. 00090 of Official Records

21. Order of Vacation: Any easements not vacated by that certain "ORDER OF VACATION" Recorded February 9, 2004 in Book 20040209 as Document No. 00233 of Official Records.

22. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	NEVADA POWER COMPANY
Purpose:	Public utilities
Recorded:	September 24, 2004
Book:	20040924 Doc/Inst. No. 02448 of Official Records

23. The terms, covenants and provisions of that certain "Encroachment Agreement", recorded January 3, 2006 in Book 20060103 Doc/Inst. No. 02472 of Official Records, and the effect of any failure to comply with same.

STATE OF NEVADA
DECLARATION OF VALUE

1. **Assessor Parcel Number(s)**
   a) 139-27-410-008
   b)
   c)
   d)

2. **Type of Property:**
   a) XX Vacant Land b) Single Fam Res
   c) Condo/Twnhse d) 2-4 Plex
   e) Apt. Bldg f) Comm'l/Ind'l
   g) Agricultural h) Mobile Home
   Other

FOR RECORDER'S OPTIONAL USE ONLY	
Book:	Page:
Date of Recording:	
Notes:	

3. **Total Value/Sales Price of Property:** **$1,000.00**
   Deed in Lieu of Foreclosure Only (value of property) ($0.00)
   Transfer Tax Value per NRS 375.010, Section 2: $1,000.00
   Real Property Transfer Tax Due: **$5.10**
4. **If Exemption Claimed**
   a. Transfer Tax Exemption, per NRS 375.090, Section
   b. Explain Reason for Exemption:
5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature ______________ **Capacity** agent

Signature ______________ **Capacity** ______________

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: City Parkway IV A Inc	Print Name: PARKWAY CENTER LLC
Address: 400 Stewart Avenue	Address: 3111 South Maryland Parkway
City/State/Zip: Las Vegas, NV	City/State/Zip: Las Vegas, NV 89109

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

LAWYERS TITLE OF NEVADA, INC.
1210 S. Valley View Boulevard
Las Vegas, NV 89102

Escrow #: N2107531-100-JG2
Escrow Officer: Jane Grey

AN ADDITIONAL RECORDING FEE OF $1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

5046

ATTACHMENT 3

Proof of Leasehold Interest

See Attached

This Lease is made and entered into between date by and between
Parkway Center, LLC ("the Lessor"), whose principal place of business is 100 N City Parkway, ste 140, Las Vegas, NV. 89106-4613, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America ("the Government"), acting by and through the designated representative of the Department of Energy ("DOE"), Real Estate Contracting Officer (RECO) upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

100 N City Parkway,
Las Vegas, NV, 89106

and more fully described as a The Molasky Corporate Center building consisting of 20,713 ANSI/BOMA Rentable Square feet, yielding 17,553 ANSI/BOMA Usable Square Feet, the Lessor shall deliver the fully renovated premises as set forth herein by the date of Lease Commencement, together with rights to the use of 10 GSA Vehicle reserved parking spaces and 110 Employee/Visitor parking spaces and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years; 5 Years Firm, and 5 options, 1 year each

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by DOE. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

x

Name: Richard S. Worthington

Title: President

Date: March 11, 2019

FOR THE GOVERNMENT:

x

Matthew J Reardon
Real Estate Contracting Officer,

Date: 13MAR2019

WITNESSED BY:

Name: Anna D. Juarez

Title: Managing Agent

Date: 3-11-19

ATTACHMENT 4

SCOPE OF WORK AND TENTATIVE SCHEDULE OF TENANT IMPROVEMENTS

Use of Funds (Activity)	Source of Funds	Estimated Cost
General Conditions		148,974
Casework		13,440
Insulation		2,800
Doors and Hardware		8,750
Interior Glazing		187,800
Interior Partitions		58,180
Ceilings		22,092
Paint and Wall Coverings		5,601
Flooring		119,275
Specialties		1,920
Plumbing		5,000
HVAC		154,216
Electric		200,000
Total Interior Budget		**928,048**

TOTAL ESTIMATED PROJECT COSTS $928,048

Estimated Grant **$50,000.00**

ATTACHMENT "5"

CERTIFICATION

Date:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Re: Lease dated , 201 between Parkway Center, LLC ("Landlord") and Department of Energy("Tenant") for 100 North City Parkway, Suite 1750 (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 Parkway Center, LLC dated , 201 ("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: Richard Worthington

Its: President

ATTACHMENT "6"

Certificate of Completion of Construction

APN No.: 139-27-410-021
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 ______________, 201_, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to Parkway Center, 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 , 201 .

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ______________________________
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

Parkway Center, LLC

____
LUANN D. HOLMES, MMC
Secretary

By: ______________________________
Richard Worthington, President
"Owner"

APPROVED AS TO FORM:

____
Counsel to the Agency Date

ACKNOWLEDGEMENTS

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

On this _______ day of ___________________, 201 , 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 __________________, 201 , 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.

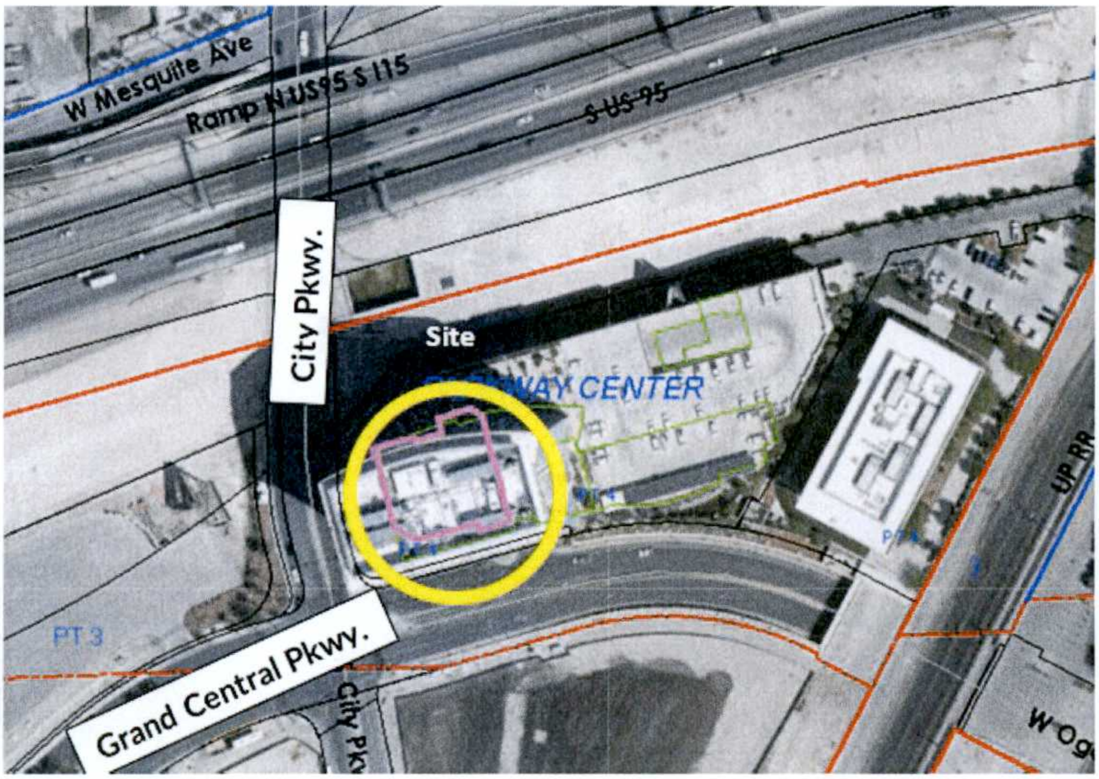
____

Notary Public

ATTACHMENT "A"

SITE MAP

100 N. City Pkwy., Las Vegas, NV 89106
Parkway Center, LLC



ATTACHMENT "B"

Legal Description

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Being a portion of Lot Four (4) of PARKWAY CENTER (a commercial subdivision) in the City of Las Vegas, County of Clark, State of Nevada as per map recorded in Book 53, Page 61 of Plats in the Office of the County Recorder of said County, situated in the Southwest Quarter (SW ¼) of Section 27, Township 20 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the Southeast Corner (SE Cor.) of said Lot Four (4), said point being on the Northerly Right-of-Way line of Grand Central Parkway, being a 100.00 foot wide public roadway as dedicated per said Book 53, Page 61 of Plats;
Thence along said line the following Two (2) courses:

North 62°04'10" West, 68.77 feet to a point of curvature;
Thence Westerly, along the arc of a curve to the left, concave Southerly, having a radius of 450.00 feet, through a central angle of 24°18'15", an arc distance of 190.90 feet to the Point of Beginning, a radial line to said point bear North 03°37'29" East; Thence continuing along said line, the following Three (3) courses: Westerly, along the arc of a curve to the left, concave Southerly, having a radius of 450.00 feet, through a central angle of 19°19'21", an arc distance of 151.76 feet;
Thence South 74°18'09" West, 187.93 feet to a pint of curvature;
Thence Northwesterly, along the arc of a curve to the right, concave Northeasterly, having a radius of 25.00 feet, through a central angle of 90°00'00", an arc distance of 39.27 feet to the Westerly line of said Lot Four (4), said point also being on the Easterly Right-of-Way line of "F" Street, being a 60.00 foot wide public roadway as dedicated per said Book 53, Page 61 of Plats;
Thence along said line the following Three (3) courses;
North 15°41'51" West, 43.23 feet to a point of curvature;
Thence Northerly, along the arc of a curve to the right, concave Easterly, having a radius of 270.00 feet, through a central angle of 14°24'02", an arc distance of 67.86 feet;
Thence North 01°17'49" West, 43.11 fee4t to the Southerly line of that certain FINAL ORDER OF CONDEMNATION recorded in Book 991103, Instrument Number 00619 of Official Records;
Thence along said line the following Two (2) courses:
North 42°32'16" East, 111.14 feet;
Thence North 74°47'09" East, 492.89 feet to a line being 254.00 feet Westerly and parallel with measured at right angles from the Easterly line of said Lot Four (4);
Thence along said parallel line South 27°55'16" West, 354.77 feet to the Point of Beginning.

Said Parcel also shown as Phase 2 on that certain Record of Survey on file in File 133 of Surveys, Page 92 in the Office of the County Recorder, Clark County, Nevada.

EXCEPTING THEREFROM that portion conveyed to the City of Las Vegas by that certain Grant Deed recorded November 6, 2003 in Book 20031106 as Document No. 02520 of Official Records.

ATTACHMENT "7"

DISCLOSURE OF PRINCIPALS – OWNER

See Attached

OTIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

OTIP Contracting Entity

Name: Parkway Center LLC

Mailing Address: 100 N. City Parkway, Suite 1700, LV, NV 89106

Tenancy in Common X________ Joint Tenancy ________

Ownership Interest

Estate in Severalty ________

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
The Molasky Family 1998 Irrev Trust Fbo Alan Molaksy	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Molasky Family 1998 Irrev Trust Fbo-Andrew Molasky	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Molasky Family 1998 Irrev Trust Fbo-Beth Molasky	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Molasky Family 1998 Irrev Trust Fbo-Steven Molasky	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Irwin A. Molasky 1995 Trust	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Frey Family 2000 Irrev Trust (Robert Frey, Gary Frey, and Michael Frey)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
Berlin Road Holding LLC (Richard S. Worthington)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
B and G Investment LLC (Bradley and Glenda Sher)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
Development Services (Suzanne Sanders)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155

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

OTIP 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: ______________________________

Date of Attached Document: ______________________________

Number of Pages: __________

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: ______________________________

Date: Parkway Center LLC

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 19, 2019 (date) by

Richard S. Worthington (name of person)

____

Notary Public

MELANIE SESE
Notary Public State of Nevada
No. 98-1494-1
My Appt. Exp. March 12, 2022

OTIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

OTIP Contracting Entity Information

Name: Parkway Center LLC

Mailing Address: 100 N. City Parkway, Suite 1700, LV, NV 89106

Business Phone: 702-735-0155

Tax ID or Social Security Number: 83-0426507

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
The Molasky Family 1998 Irrev Trust Fbo Alan Molaksy	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Molasky Family 1998 Irrev Trust Fbo-Andrew Molasky	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Molasky Family 1998 Irrev Trust Fbo-Steven Molasky	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Molasky Family 1998 Irrev Trust Fbo-Beth Molasky	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Irwin A. Molasky 1995 Trust	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
The Frey Family 2000 Irrev Trust (Robert Frey, Gary Frey, and Michael Frey)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
Berlin Road Holding LLC (Richard S. Worthington)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
B and G Investment LLC (Bradley and Glenda Sher)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
Development Services (Suzanne Sanders)	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155

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

OTIP 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: ______________________________

Date of Attached Document: ______________________________

Number of Pages: ____________

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: ______________________________

Date: Parkway Center LLC

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 19, 2019 (date) by

Richard S. Worthington (name of person)

Melanie Sese

Notary Public

MELANIE SESE
Notary Public State of Nevada
No. 98-1494-1
My Appt. Exp. March 12, 2022

ATTACHMENT "8"

Employment Plan

See Attached

OTIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Richard S. Worhtington, 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 Parkway Center LLC, a company duly organized in the State of Nevada as a Limited Liability Company, (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 100 N. City Parkway, ste 1750 ("Site"), as more particularly described by the OTIP 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

OTIP 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. RSW (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. RSW (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. RSW (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. RSW (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 19TH day of June, 2019.

Authorized Signature: [signature]

SIGNED AND SWORN TO before me

this 19TH day of JUNE, 2019, by RICHARD S. WORTHINGTON

NOTARY PUBLIC [signature]
My Commission Expires: MARCH 12, 2022

MELANIE SESE
Notary Public State of Nevada
No. 98-1494-1
My Appt. Exp. March 12, 2022