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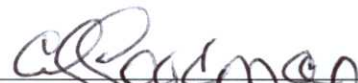
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1 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
2 the Agency that the OPA is hereby approved and determined to be in compliance with and in
3 furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the --
4 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
5 execute the OPA for and on behalf of the Agency, and to execute any and all additional
6 documents (including any Attachments thereto) and to perform any additional acts necessary to
7 carry out the intent and purpose of the OPA.
8

9 THE FOREGOING RESOLUTION and OPA AGREEMENT was passed,
10 adopted and approved this 16th day of December, 2020.
11

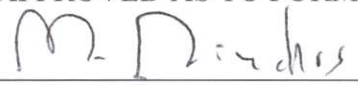
12 CITY OF LAS VEGAS
13 REDEVELOPMENT AGENCY

14 By: 
15 CAROLYN G. GOODMAN, Chairman

16 ATTEST:

17 
18 LuAnn D. Holmes, MMC, City Clerk
SECRETARY

19 APPROVED AS TO FORM:

20  11-30-20
21 Date

22
23
24 RDA OWNER PARTICIPATION AGREEMENT

RDA/CC Mtg 12/16/20

25 RDA Item# 4 CC Item# 59
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EXHIBIT A
OWNER PARTICIPATION AGREEMENT

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**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
DEVELOPER PARTICIPATION AGREEMENT**

THIS DEVELOPER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2020, 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 Meadows Owner, LLC, a Delaware Limited Liability Company (hereinafter referred to as the "Developer").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business Developers and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into infrastructure and existing commercial and residential structures in the Agency redevelopment area Redevelopment Area (defined below) and to attract to or maintain redevelopment in the Redevelopment Area;

WHEREAS, Developer is the owner of the real estate development described on Attachment 2 hereto (the "Developer Property") located in the Redevelopment Area.

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area" by providing for construction of infrastructure within the boundaries of the Redevelopment Area to enable and maintain redevelopment in the Redevelopment Area.

WHEREAS, the installation of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

WHEREAS, Developer has agreed to construct the Project (defined below) consisting of public sewer improvements which will benefit the Developer Property and other properties in the Redevelopment Area; and

WHEREAS, the Agency shall reimburse the Developer for any installation of the Project, which the Agency has determined are significant in character, up to a maximum of Ninety Five Thousand Dollars and 00/100 (\$95,000.00) (the "Agency Funds"); and

WHEREAS, the Developer desires to install the Project pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Developer 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 the construction of those public sewer improvements described in Attachment "1", attached and incorporated herein by reference ("Project"). 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 Developer is Meadows Owner LLC, a Delaware limited liability company (the "Developer"), which is owned by Meadows QOZB LLC and Silverstein-TRU Meadows Investment LLC (collectively, the "Members") whose address is 9555 Hillwood Drive Suite 110, Las Vegas, NV 89134. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Developer and of the Members are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the Developer prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor.

The Developer shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

The Developer hereby represents and warrants to Agency that Developer owns fee title to the Developer Property described in Attachment 2. Proof of Ownership is evidenced in a recorded Grant, Bargain and Sale Deed, a copy of which is attached hereto as Attachment "2".

Developer agrees to use its best efforts in complying with Agency Employment Plan Policy attached hereto as Attachment "6".

Developer hereby represents and warrants to Agency that Developer has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Project and QI (defined below).

SECTION 3: IMPROVEMENTS TO THE PROJECT AND PROJECT BUDGET.

Developer shall complete the Project according to the Scope of Work and Schedule of Sewer Improvements, which is attached hereto as Attachment "3" and by this reference is made a part hereof. As part of the Project, Developer agrees to install those improvements set forth and described on Attachment "3" and referred to herein as the "QI" in strict conformance with Attachment "3". The Scope of Work and Tentative Schedule of Project shall provide a line item budget, acceptable to the Agency, for all work to be performed. Developer agrees to commence, or cause the commencement of the Project, pursuant to the plans and other documents submitted by Developer and approved by Agency and City of Las Vegas Public Works within (i) 30 days of City of Las Vegas approved permits being issued or (ii) January 4, 2021, whichever is earlier. The Project shall be completed within 180 days from commencing construction. Developer may request in writing, one sixty (60) day extension of time which may be given for completion of the Project upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Agency during construction of the Project shall maintain a right of access to the Project in order to determine the status of the construction of the Project and compliance with this Agreement, provided that the Agency gives the Developer a minimum of twenty-four (24) hours written, advance

notice prior to entering the office building. Developer acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Developer's strict agreement to commence and complete the Project by the required dates and any failure of Developer to commence and complete the Project by the required dates will be a material default of Developer under this Agreement giving Agency the right to immediately terminate this Agreement.

Developer hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Project, (ii) Agency does not warrant in any manner the suitability or construction of the Project, (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 Project and (iii) Developer hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Project. Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency, and its respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency which may arise out of or in any manner be connected with the subject matter of this Agreement, including the construction of the Project and/or the QI, regardless of the presence or absence of negligence on the part of Developer or other third party.

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

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Subject to Developer fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Developer for the cost of the qualifying improvements ("QI") set forth on Attachment 3, not to exceed Ninety-Five Thousand Dollars (\$95,000) toward the costs of the QI ("QI Reimbursement"). In order for Developer to qualify for the QI Reimbursement, the following conditions must be met ("Conditions"):

- (i) The Project must be completed in conformance with Attachment "3";
- (ii) All of the QI must be completed in conformance with Attachment "3" as established by CLV approved Civil Plans;
- (iii) CLV Building and Safety has completed an inspection and review of the Project and determined that the Project has been fully completed pursuant to the plans and other documents submitted by Developer to CLV Building and Safety and approved by CLV City Engineer. Developer agrees to facilitate and cooperate with CLV Public Works and Building and Safety in conducting such review and inspection of the Project. Developer shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
- (iv) The Project must be accepted and approved by the City Engineer as evidenced by CLV approved Civil Plans.
- (vi) Developer has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Project and the QI has been paid in full and that there are no outstanding mechanics liens or claims related to the Project and the QI. Such poof shall include, but not limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment.

Upon the fulfillment of the conditions set forth in this Section 5, Agency shall pay the QI Reimbursement to Developer within forty-five (45) days. Disbursement of the QI Reimbursement shall be made to as directed in writing by Developer upon completion of all of the following conditions for the benefit of Agency:

(c) Developer agrees that in the event all of the Conditions are not fulfilled within 180 days from commencement of construction, then Agency shall have the right to terminate this Agreement upon written notice to Developer. Upon such termination this Agreement shall be null and void and Agency shall thereafter have no obligation to make the QI Reimbursement to Developer

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Developer 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: PROHIBITION AGAINST TRANSFER OF SITE, THE BUILDINGS OR STRUCTURES THEREON AND ASSIGNMENT OF AGREEMENT

The Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Developer Property or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the fulfillment of the conditions in Section 5 above. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a Certificate of Completion therefor.

SECTION 8: CERTIFICATE OF COMPLETION

The Developer shall request that a Certificate of Completion be issued by Agency after completion of the construction of the Project and QI. The Certificate of Completion for the Project shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement of the Project and of full compliance with the terms hereof.

Agency shall not unreasonably withhold the Certificate of Completion. If Agency refuses or fails to furnish the Certificate of Completion for the Development after written request from the Developer, Agency shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If Agency shall have failed to provide such written statement within said 10 day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Developer from undertaking any other work in or about the subject premises which is unrelated to Scope of Work provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project 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. Require for their construction, installation or operation the use of qualified and trained labor; or
6. Demonstrate greater social or financial benefits to the community that would a similar set of 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.

Developer has declared that no other reasonable means of financing are available to undertake the Project 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 Developer would not undertake the Project contemplated in the Agreement through resources reasonably available to Developer pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "6" and by this reference made a part hereof.

Developer has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "6" and by this reference is made a part hereof. Developer, for Developer and its successors and assigns, represent that in the construction of Project, Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: 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. Developer 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 Developer in the event of any default or breach by the Agency or for any amount which may become due to the Developer 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, Developer warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "5" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Developer or any principal member of Developer. Until such time as the Agency Funds are disbursed, Developer shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES; JURISDICTION.

(a) The following shall constitute a "Developer Event of Default":

- (i) Developer transfer or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of Section 7 or Section 2;
- (ii) Developer fails to proceed with, abandons or substantially suspends the construction of the Project required by this Agreement;

- (iii) any of the representations and warranties of Developer are untrue in any material respect;
- (iv) Developer fails to perform any other material obligation imposed under the provisions of this Agreement; or
- (v) the filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets.

In the event of Developer Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Developer or such other date as may be specified in the written notice. If the QI Reimbursement has not been disbursed to the Developer, Agency shall be relieved of the obligation to disburse the QI Reimbursement to Developer.

(b) Any legal actions related to this Agreement 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.

SECTION 13: ENFORCED DELAY. Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

SECTION 14: 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 Executive Director designates in writing.

SECTION 15: 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 16: 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 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: 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 Developer 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 delivery, or five (5) calendar days after the date of deposit in the United States mail or with an express delivery service.

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

With a copy to: City Attorney Office
City Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: John Ridilla

If to the Developer: Meadows Owner LLC
9555 Hillwood Drive Ste 110
Las Vegas, NV 89134
Attn: Tim Deters

With a copy to: Kaempfer Crowell
1980 Festival Plaza Drive, Ste 650
Las Vegas, NV 89135
Attn: Jennifer Lazovich

SECTION 19: 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 20: 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 "6" 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 Developer 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 Developer. Nothing in this Agreement shall confer upon any other third party of any type or sort

other than the Developer and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 21: 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 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2020 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").

Date of Agency Approval:

_____, 2020

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

MEADOWS OWNER, LLC
a Delaware Limited Liability Company

By: _____
CAROLYN G. GOODMAN

By: _____

Its: _____

ATTEST:

LUANN D, HOLMES, MMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "4"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "5"	DISCLOSURE OF PRINCIPALS – PROPERTY DEVELOPER
ATTACHMENT "6"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"
DESCRIPTION OF PROJECT

Developer will construct a new sewer line to serve its multifamily project at 4490 Meadows Lane (APN 139-31-111-010). The existing onsite sewer line is insufficient to service the new development and public sewer is not adjacent to the project for connection.

The City has requested the developer construct an extension of the City sewer line with a line larger than the project needs (oversized) to assist with future development in the area.

This agreement contributes to the costs of the installation of the sewer connection, not attributable to the oversizing, from Bedford Road to the Project boundary.

Under a separate agreement, the City is reimbursing the Developer to construct an extension by installing the portion of the Sewer Project consisting of approximately one thousand four hundred fifty linear feet (1,450 LF) of 10-inch line from the City sewer line at Meadows Lane and Valley View Boulevard to Bedford Road, and for "oversizing" the remaining 1,130 LF from Bedford Road to the western edge of the project.

City approved civil plans for this project are the official depiction and technical description.

ATTACHMENT "2"
Proof of Ownership

See Attached

Inst #: 20191212-0003228
Fees: \$40.00
RPTT: \$43350.00 Ex #:
12/12/2019 03:18:45 PM
Receipt #: 3928573
Requestor:
FNTG NCS (LAS VEGAS)
Recorded By: CHSHD Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-31-111-010

**RECORDING REQUESTED BY, AND
MAIL RECORDED DOCUMENT AND
TAX STATEMENTS TO:**

MEADOWS OWNER, LLC
c/o Silverstein Properties, Inc.
7 World Trade Center
250 Greenwich Street, 38th Floor
New York, New York 10007
Attn: Nicholas Pazich
NCS 4245370E MS

GRANT, BARGAIN, AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged **MEADOWS LANE OWNER, LLC**, a Delaware limited liability company ("Grantor"), does hereby grant, bargain, and sell to **MEADOWS OWNER, LLC**, a Delaware limited liability company, all of Grantor's right, title, and interest in and to the real property described on Exhibit "A" attached hereto and by this reference made a part hereof, together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO:

1. All general and special taxes for the current fiscal year.
2. All covenants, conditions, restrictions, agreements, waivers, limitations, declarations, reservations, rights, rights of way and easements of record.

TOGETHER WITH: all tenements, hereditaments and appurtenances, if any, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

BUT EXCEPTING THEREFROM: all mineral rights reserved to the United States of America.

[SIGNATURE ON FOLLOWING PAGE]

Effective as of the 17th day of December, 2019.
Signed on December 9, 2019.

"GRANTOR"

MEADOWS LANE OWNER LLC,
a Delaware limited liability company

By: [Signature]

Name: Michael Levy

Title: Executive Vice President

STATE OF New York)
County of New York) ss.

On this, the 7th day of December, 2019, before me, the undersigned Notary Public, personally appeared Michael Levy, as Executive Vice President of MEADOWS LANE OWNER LLC, a Delaware limited liability company, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires:

3/14/23

NICHOLAS LAIRD PAZICH
Notary Public - State of New York
No. 02PA6237158
Qualified in New York County
My Commission Expires March 14, 2023

PARCEL 1:

That portion of the Northwest Quarter (NW ¼) of Section 31, Township 20 South, Range 61 East M.D.M. described as follows:

Parcel One (1) of that certain Parcel Map on file in File 124 of Parcel Maps, Page 59, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 2:

Non-exclusive easements for vehicular and pedestrian ingress and egress contained in that certain instrument entitled "Covenants, Conditions and Restriction Agreement – Meadows Mall", dated December 24, 2018 and recorded December 26, 2018 as Instrument No. 20181226-0001767, of Official Records.

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 139-31-111-010
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☒ 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
i. Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property: \$ 8,500,000.00
b. Deed in Lieu of Foreclosure Only (value of property) \$ _____
c. Transfer Tax Value \$ 8,500,000.00
d. Real Property Transfer Tax Due \$ 43,350.00

4. **If Exemption Claimed**

- a. Transfer Tax Exemption, per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 0%

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 parties agree that 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 See attached signature page Capacity Grantor

Signature See attached signature page Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Meadows Lane Owner LLC
Address: 250 Greenwich Street, 38th Floor
City: New York
State: New York Zip: 10007

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Meadows Owner, LLC
Address: 250 Greenwich Street, 38th Floor
City: New York
State: New York Zip: 10007

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Fidelity National Title Group Escrow No.: 4245370E-420-MS6 14245370F 88
Address: 8363 W Sunset Road, Suite 100
City, State, Zip: Las Vegas, NV 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

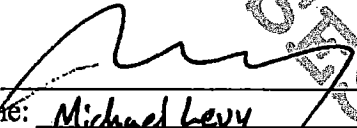
BUYER/GRANTEE:

MEADOWS OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SELLER/GRANTOR:

MEADOWS LANE OWNER LLC,
a Delaware limited liability company

By:  _____
Name: Michael Levy
Title: Executive Vice President

BUYER/GRANTEE:

MEADOWS OWNER, LLC,
a Delaware limited liability company

By: 
Name: Michael Lehman
Title: Co-President

SELLER/GRANTOR:

MEADOWS LANE OWNER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTORNEY'S COPY



ATTACHMENT "3"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF CONSTRUCTION AND QI

Developer will construct a sewer line extension from the existing sewer line at Valley View Blvd and Meadows Lane to the western edge of the project. This agreement contributes to the costs of the installation of the sewer connection from Bedford Road to the western edge of the property not attributed to the oversizing.

City approved civil plans for this project are the official depiction and technical description.

Budget Item	Total Project Cost	Portion attributable to this agreement	Portion attributable to City Public Works Agreement
Install Alternate A 10" PVC Sewer Line	\$304,253.00	173,606.77	130,646.23
Install 8" PVC SS Lateral	2,031	1,158.89	872.11
Install 48" Sewer Manhole	56,679	32,341.04	24,337.96
Install Sewer cap and thrust block	701	399.99	301.01
Sawcut and replace existing AC Paving	229,912	131,187.79	98,724.21
Install 60" diameter Sewer manhole	27,921	15,931.72	11,989.28
Install 4" concrete cap	3,166	1,806.52	1,359.48
Striping and signage Restoration	10,114	5,771.05	4,342.95
Sub	634,777	362,203.77	272,573.23
Existing Sewer Connection	1,168	666.46	501.54
Traffic control/barrier	74,190	42,332.81	31,857.19
Dumpsters/haul off	58,886	33,600.35	25,285.65
Sub	134,244	76,599.62	57,644.38
Misc. Construction Expenses	29,275	16,704.31	12,570.69
Non-Eligible Expenses	\$76,592	43,703.40	32,888.60
Total	\$874,888	\$499,211.10	\$375,676.90
DIFFERENTIAL	2,259		
Total RDA Reimbursement		\$95,000	

ATTACHMENT "4"

Certificate of Completion of Construction

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Owner Participation Agreement ("Agreement") dated _____, 2020, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to _____ (the "Developer") for construction of certain public sewer improvements described in the Agreement ("Project"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction of the Project has been completed as required in the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Developer with a Certificate of Completion upon completion of all construction of the Project; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction of the Project required by the Agreement.

Now, therefore:

1. The Developer hereby certifies to the Agency that all construction on the Project has been completed in compliance with the Agreement.
2. The Agency agrees and does hereby certify that the construction of the Project have been fully and satisfactorily performed and completed as required by the Agreement.
3. 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.

EXECUTION BLOCKS ON NEXT PAGE

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
"Developer"

APPROVED AS TO FORM:

Counsel to the Agency	Date
-----------------------	------

ATTACHMENT "5"
DISCLOSURE OF PRINCIPALS

See Attached

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. 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, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 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.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. 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. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. 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 Certificate. This notification shall be made within fifteen (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.

Block 1	Contracting Entity
Name	Meadows Owner, LLC
Address	9555 Hillwood Drive, Ste 110
	Las Vegas, NV 89134
Telephone	702 545-0355
EIN or DUNS	84-3718752

Block 2	Description
	The contracting entity is a single purpose entity formed to own and develop the project. 90% of the project is owned by the Cantor Silverstein Opportunity Zone Trust, Inc., a Maryland corporation and unregistered pooled investment fund. Related persons with respect to this fund are disclosed on the attached Form D. The attached chart shows all entities and owners of 1% or more of the contracting entity.

Block 3	Type of Business
☐ Individual	☐ Partnership
☒ Limited Liability Company	☐ Corporation
☐ Trust	☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	<u>FULL NAME/TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Tim Deters, Principal and Owner of TRU Meadows Enterprises LLC	9555 Hillwood Drive Ste 110 Las Vegas, NV 89134	702 545-0355
2.	Tom Lucid, Principal of Silverstein Meadows Member, LLC	7 World Trade Center, 38th Floor New York, NY 10048	212 313-4641
3.	Jason Kaufman, Principal of Fund	110 East 59th Street New York, NY 10022	212 551-7347
4.	Chris A. Milner, Principal of Fund	110 East 59th Street New York, NY 10022	212 915-1895
5.	Larry A. Silverstein, Principal of Silverstein Meadows Member, LLC	7 World Trade Center, 38th Floor New York, NY 10048	212-490-0666
6.	David Chan, Owner of Corgi Capital OZ Fund I LLC	210 Lafayette Street, PH-2B New York, NY 10012	917 273-1632
7.	Cantor Silverstein Opportunity Zone Trust, Inc., a Maryland corporation (the "Fund")	110 East 59th Street New York, NY 10022	212 938-5000

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: 1.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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 in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document:

SEC Form D for Cantor Silverstein Opportunity Zone Trust, Inc.

Date of Attached Document: 6/26/19

Number of Pages: 6

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 2015

Notary Public

The Securities and Exchange Commission has not necessarily reviewed the information in this filing and has not determined if it is accurate and complete.
The reader should not assume that the information is accurate and complete.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM D

Notice of Exempt Offering of Securities

OMB APPROVAL

OMB Number: 3235-0076
Estimated average burden hours per response: 4.00

1. Issuer's Identity

CIK (Filer ID Number)

0001780843

Previous Names

☒ None

Entity Type

- ☒ Corporation
☐ Limited Partnership
☐ Limited Liability Company
☐ General Partnership
☐ Business Trust
☐ Other (Specify)

Name of Issuer

Cantor Silverstein Opportunity Zone Trust, Inc.

Jurisdiction of Incorporation/Organization

MARYLAND

Year of Incorporation/Organization

- ☐ Over Five Years Ago
☒ Within Last Five Years (Specify Year) 2019
☐ Yet to Be Formed

2. Principal Place of Business and Contact Information

Name of Issuer

Cantor Silverstein Opportunity Zone Trust, Inc.

Street Address 1

110 EAST 59TH STREET

Street Address 2

City

NEW YORK

State/Province/Country

NEW YORK

ZIP/PostalCode

10022

Phone Number of Issuer

212 938 5000

3. Related Persons

Last Name

Cantor Silverstein QOF Manager, LLC

First Name

N/A

Middle Name

N/A

Street Address 1

110 East 59th Street

Street Address 2

City

New York

State/Province/Country

NEW YORK

ZIP/PostalCode

10022

Relationship: ☒ Executive Officer ☐ Director ☐ Promoter

Clarification of Response (if Necessary):

External Manager

Last Name

First Name

Middle Name

Lutnick	Howard	W.
Street Address 1	Street Address 2	
110 East 59th Street		
City	State/Province/Country	ZIP/PostalCode
New York	NEW YORK	10022
Relationship: ☐ Executive Officer ☒ Director ☐ Promoter		

Clarification of Response (if Necessary):

Co-Chairman of the Board of Directors

Last Name	First Name	Middle Name
Silverstein	Larry	A.
Street Address 1	Street Address 2	
7 World Trade Center	250 Greenwich Street	
City	State/Province/Country	ZIP/PostalCode
New York	NEW YORK	10007
Relationship: ☐ Executive Officer ☒ Director ☐ Promoter		

Clarification of Response (if Necessary):

Co-Chairman of the Board of Directors

Last Name	First Name	Middle Name
Lehrman	Michael	A.
Street Address 1	Street Address 2	
110 East 59th Street		
City	State/Province/Country	ZIP/PostalCode
New York	NEW YORK	10022
Relationship: ☒ Executive Officer ☒ Director ☐ Promoter		

Clarification of Response (if Necessary):

Co-Chief Executive Officer, Co-President and Director

Last Name	First Name	Middle Name
Burger	Martin	S.
Street Address 1	Street Address 2	
7 World Trade Center	250 Greenwich Street	
City	State/Province/Country	ZIP/PostalCode
New York	NEW YORK	10007
Relationship: ☒ Executive Officer ☒ Director ☐ Promoter		

Clarification of Response (if Necessary):

Co-Chief Executive Officer, Co-President and Director

Last Name	First Name	Middle Name
Bisgay	Steve	
Street Address 1	Street Address 2	
110 East 59th Street		
City	State/Province/Country	ZIP/PostalCode
New York	NEW YORK	10022

Relationship: ☒ Executive Officer ☐ Director ☐ Promoter

Clarification of Response (if Necessary):

Co-Chief Financial Officer and Co-Treasurer

Last Name	First Name	Middle Name
Levy	Michael	L.
Street Address 1	Street Address 2	
7 World Trade Center	250 Greenwich Street	
City	State/Province/Country	ZIP/Postal Code
New York	NEW YORK	10007

Relationship: ☒ Executive Officer ☐ Director ☐ Promoter

Clarification of Response (if Necessary):

Co-Chief Financial Officer and Co-Treasurer

4. Industry Group

- | | | |
|---|---|--|
| ☐ Agriculture | Health Care | ☐ Retailing |
| ☐ Banking & Financial Services | ☐ Biotechnology | ☐ Restaurants |
| ☐ Commercial Banking | ☐ Health Insurance | ☐ Technology |
| ☐ Insurance | ☐ Hospitals & Physicians | ☐ Computers |
| ☐ Investing | ☐ Pharmaceuticals | ☐ Telecommunications |
| ☐ Investment Banking | ☐ Other Health Care | ☐ Other Technology |
| ☒ Pooled Investment Fund | ☐ Manufacturing | ☐ Travel |
| ☐ Hedge Fund | ☐ Real Estate | ☐ Airlines & Airports |
| ☐ Private Equity Fund | ☐ Commercial | ☐ Lodging & Conventions |
| ☐ Venture Capital Fund | ☐ Construction | ☐ Tourism & Travel Services |
| ☒ Other Investment Fund | ☐ REITS & Finance | ☐ Other Travel |
| Is the issuer registered as an investment company under the Investment Company Act of 1940? | ☐ Residential | ☐ Other |
| ☐ Yes ☒ No | ☐ Other Real Estate | |
| ☐ Other Banking & Financial Services | | |
| ☐ Business Services | | |
| Energy | | |
| ☐ Coal Mining | | |
| ☐ Electric Utilities | | |
| ☐ Energy Conservation | | |
| ☐ Environmental Services | | |
| ☐ Oil & Gas | | |
| ☐ Other Energy | | |

5. Issuer Size

Revenue Range	OR	Aggregate Net Asset Value Range
☐ No Revenues		☐ No Aggregate Net Asset Value
☐ \$1 - \$1,000,000		☐ \$1 - \$5,000,000
☐ \$1,000,001 - \$5,000,000		☐ \$5,000,001 - \$25,000,000
☐ \$5,000,001 - \$25,000,000		☐ \$25,000,001 - \$50,000,000
☐ \$25,000,001 - \$100,000,000		☐ \$50,000,001 - \$100,000,000
☐ Over \$100,000,000		☐ Over \$100,000,000
☐ Decline to Disclose		☒ Decline to Disclose
☐ Not Applicable		☐ Not Applicable

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

☒ Investment Company Act Section 3(c)		
☐ Rule 504(b)(1) (not (i), (ii) or (iii))	☐ Section 3(c)(1)	☐ Section 3(c)(9)
☐ Rule 504 (b)(1)(i)	☐ Section 3(c)(2)	☐ Section 3(c)(10)
☐ Rule 504 (b)(1)(ii)	☐ Section 3(c)(3)	☐ Section 3(c)(11)
☐ Rule 504 (b)(1)(iii)	☐ Section 3(c)(4)	☐ Section 3(c)(12)
☒ Rule 506(b)	☒ Section 3(c)(5)	☐ Section 3(c)(13)
☐ Rule 506(c)	☐ Section 3(c)(6)	☐ Section 3(c)(14)
☐ Securities Act Section 4(a)(5)	☐ Section 3(c)(7)	

7. Type of Filing

☒ New Notice Date of First Sale 2019-06-12 ☐ First Sale Yet to Occur

☐ Amendment

8. Duration of Offering

Does the Issuer intend this offering to last more than one year? ☒ Yes ☐ No

9. Type(s) of Securities Offered (select all that apply)

☒ Equity	☒ Pooled Investment Fund Interests
☐ Debt	☐ Tenant-in-Common Securities
☐ Option, Warrant or Other Right to Acquire Another Security	☐ Mineral Property Securities
☐ Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security	☐ Other (describe)

10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? ☐ Yes ☒ No

Clarification of Response (if Necessary):

11. Minimum Investment

Minimum investment accepted from any outside investor \$0 USD

12. Sales Compensation

Recipient

Cantor Fitzgerald & Co.

Recipient CRD Number ☐ None

134

(Associated) Broker or Dealer ☒ None

(Associated) Broker or Dealer CRD Number

☒ None

None

None

Street Address 1

110 East 59th Street, 4th Floor

Street Address 2

City

New York

State/Province/Country

NEW YORK

ZIP/Postal Code

10022

State(s) of Solicitation (select all that apply)

Check "All States" or check individual States

☒ All States☐ Foreign/non-US**13. Offering and Sales Amounts**Total Offering Amount \$500,000,000 USD or ☐ Indefinite

Total Amount Sold \$792,000 USD

Total Remaining to be Sold \$499,208,000 USD or ☐ Indefinite

Clarification of Response (if Necessary):

14. Investors☐ Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering:

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions \$37,500,000 USD ☒ EstimateFinders' Fees \$0 USD ☐ Estimate

Clarification of Response (if Necessary):

Sales commissions include sales commissions, dealer manager fees and non-accountable marketing and diligence allowance and assumes the sale of the full offering amount of \$500 million.

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

\$5,000,000 USD ☒ Estimate

Clarification of Response (if Necessary):

Issuer will reimburse its external manager and its affiliates (including Cantor Fitzgerald & Co.) for all organizational and offering costs up to \$5 million.

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.
- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Rule 504 or Rule 506 for one of the reasons stated in Rule 504(b)(3) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

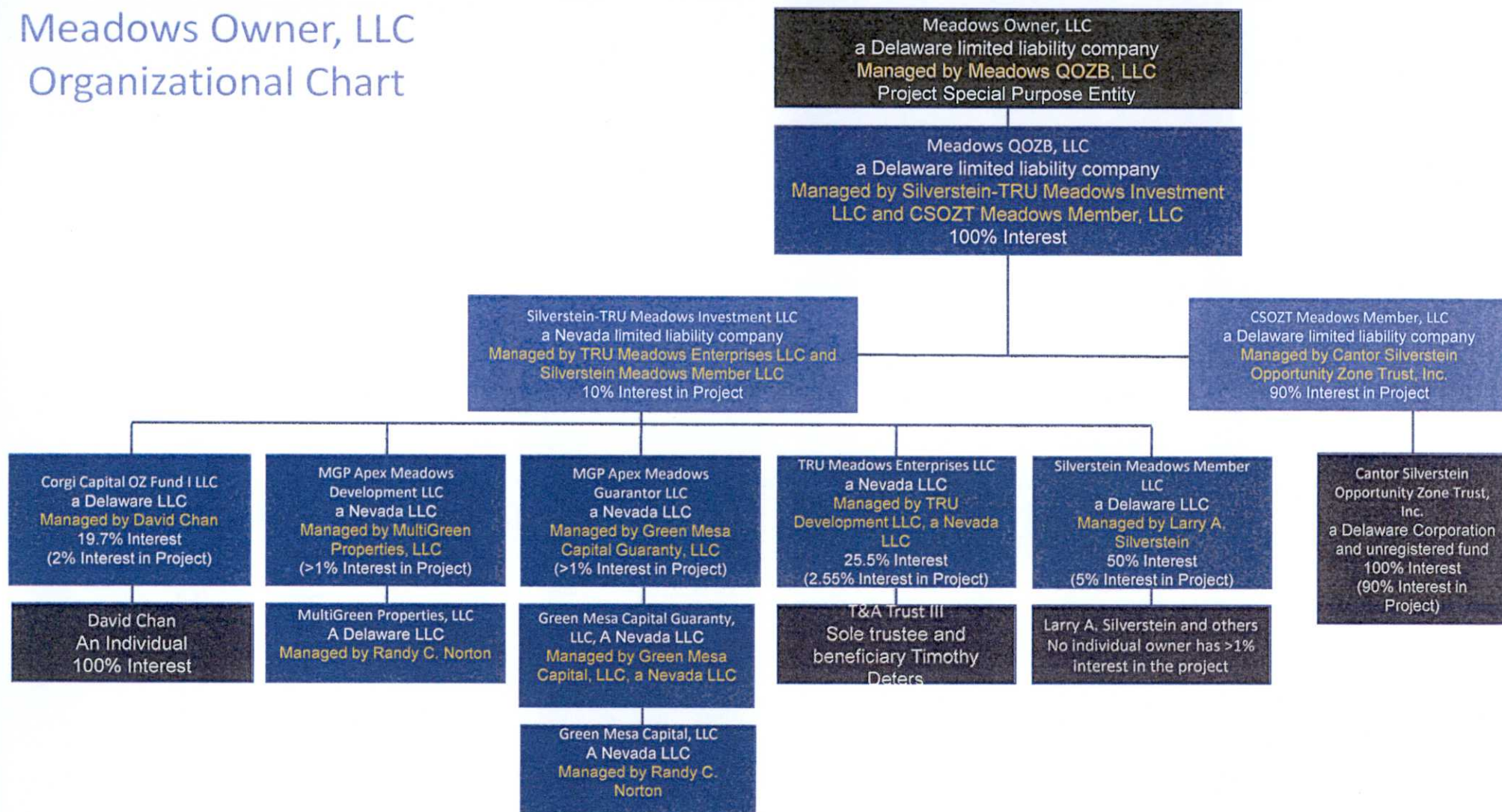
For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

Issuer	Signature	Name of Signer	Title	Date
Cantor Silverstein Opportunity Zone Trust, Inc.	/s/ Michael A. Lehrman	Michael A. Lehrman	Co-Chief Executive Officer, Co-President and Director	2019-06-26

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.

Meadows Owner, LLC Organizational Chart



ATTACHMENT "6"

Participant Affidavit and Employment Plan



Las Vegas Redevelopment Agency Employment Plan Policy

**Revised
June 18, 2014**

TERMS

"Community Development Block Grant (CDBG) Eligible Areas" means an area which is eligible for a community development block grant pursuant to 24 C.F.R. Part 570.

"Developer" means a person or entity that proposes to construct a redevelopment project, which will receive financial assistance from the Agency.

"Disabled" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"Disposition and Development Agreement (DDA)" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the Agency, where a specific type of project is developed.

"Economically Disadvantaged" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"Las Vegas Redevelopment Agency Resident" means an individual whose primary place of residence is within the Las Vegas Redevelopment Area boundaries.

"Las Vegas Redevelopment Area" means the 1986 Redevelopment Plan, as amended, and the 2012 Redevelopment Plan identifies two areas within the corporate boundaries of the City of Las Vegas as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein.

"Members of Racial Minorities" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"Owner Participation Agreement (OPA)" means any agreements where the Agency is participating with a landowner for the development of a site by providing some form of financial concession.

"Purchase and Sale Agreement (PSA)" means any agreements where the Agency is involved in the acquisition or sale of real property.

"Private Developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

"Southern Nevada Enterprise Community (SNEC)" means the area designated as the Southern Nevada Enterprise Community in section 5 of chapter 407, Statutes of Nevada 2007.

"Veteran" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

Policy

This Employment Plan Policy is prepared in accordance with the Las Vegas Redevelopment Agency Employment Plan Resolution No. RA-4-2011 dated April 6, 2011, and as amended by Resolution No. RA-8-2014 and RD2-2-2014 - Dated June 18, 2014 and prepared in accordance with Nevada Revised Statutes Chapter 279, specifically but not limited to NRS 279.482 (2) and NRS 279.6092 to 279.6099, inclusive. This Employment Plan Policy (hereinafter referred to as the "Policy"), supersedes the amended Las Vegas Redevelopment Agency Employment Plan Policy dated June 18, 2014. In accordance with the Policy, private developers and build-to-suit owners which receive redevelopment project funds are required to hire residents who live within the designated Las Vegas Redevelopment Areas, areas in the city for which the Las Vegas City Council has adopted a plan for neighborhood revitalization or which is eligible for a community development block grant (CDBG), or the Southern Nevada Enterprise Community (SNEC) (hereinafter referred to as the "Area"), and are encouraged to hire economically disadvantaged contractors/residents, members of racial minorities, women, disabled or veterans.

OBJECTIVE

The immediate purpose of this Policy is to provide developers, contractors and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private redevelopment project funded by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

APPLICABILITY

- 1) Except as otherwise provided in NRS 279.6094, as appropriate for the particular project, each proposal for a redevelopment project must include an employment plan.

- 2) The provisions of NRS 279.6092 to 279.6099, inclusive, apply only to a redevelopment project undertaken in a redevelopment area of a city whose population is 500,000 or more.
- 3) A public agency that uses redevelopment funds for the design or construction of a redevelopment project being built as a public work pursuant to chapter 338 of NRS shall submit an employment plan pursuant to NRS 279.482.

DEVELOPER/CONTRACTOR AWARD PHASE – REQUIREMENTS

1) EMPLOYMENT PLAN

- a. The minority participation goal is designed for all segments of the local business community to have a reasonable and significant opportunity to participate in Agency contracts with respect to redevelopment projects.
 - i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.
 - ii) 15% participation of Minority Business Enterprise or Woman's Business Enterprise or Disadvantaged Business Enterprise or Veteran Business Enterprise (hereinafter referred to as the "M/W/D/VBE's") will be an ***aspirational goal***. This goal represents the total value of sub-contracts and material agreements awarded to M/W/D/VBE's. Participation shall be inclusive of subcontractors, vendors and suppliers.
 - iii) Reporting and demonstration of best efforts is required.
- b. M/W/D/VBE's may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

2) REPORTING REQUIREMENTS

- a. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.
- b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time, to ensure uniform and accurate reporting.

All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

- c. If the minority participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

CONSTRUCTION PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

- a. For a redevelopment project undertaken in the Las Vegas Redevelopment Area of the city of Las Vegas (whose population is 500,000 or more), the Employment Plan shall include a description of the manner in which:
 - i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.
 - ii) The developer/contractor will use best efforts for construction jobs and hire at least 15% of employees who are veterans and other persons of both sexes and diverse ethnicities living within the Area; and
 - iii) Include an agreement by the developer/contractor to offer and conduct training for the residents described in subsection (i) above or make a good faith effort to provide such training through a program of training that is offered by a governmental agency and reasonably available to the developer or employer.

2) REPORTING REQUIREMENTS

- a. A developer/contractor that receives incentives from the Agency for a redevelopment project shall, upon completion of the project and upon request of the Agency, report, in a form prescribed by the Agency, information relating to:
 - i) Outreach efforts that the developer/contractor has utilized including, without limitation, information relating to job fairs, advertisements in publications that reach residents of the areas described in NRS 279.6096 and utilization of employment referral agencies; and
 - ii) Training conducted for persons hired by the developer and contractors, subcontractors, vendors and suppliers of the developer and the employers

- within the redevelopment project; and
- iii) The execution of the construction of the redevelopment project, including, without limitation, plans and scope of services.
- b. If a developer receives incentives from the Agency for a redevelopment project with a value of \$100,000 or less, the developer shall use its best efforts to satisfy the reporting requirements described in section (1) above. If a developer receives incentives from the Agency for a redevelopment project with a value of \$100,000 or more, the developer must satisfy the reporting requirements described above.
- c. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.
- d. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.
- e. If the developer fails to comply with the requirements of this section:
 - i) The Agency may refuse to pay all or any portion of an incentive; and
 - ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098.

LONG-TERM BUSINESS PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

- a. The Employment Plan shall include a description of the existing opportunities for employment within the area, including, but not limited to;
 - i) A projection of the effect that the redevelopment project will have on opportunities for employment in the area;
 - ii) A description of the individuals employed on the project within the Area who also:
 - (1) are Economically Disadvantaged;
 - (2) have a Physical Disability ("Disabled");
 - (3) are members of Racial Minorities;
 - (4) are Veterans; or

(5) are Women.

- b. At least 15% of all jobs created by employers who relocate to the Redevelopment Area are filled by bona-fide residents of the Area.

2) REPORTING REQUIREMENTS

- a. A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. The Employment Plan shall be monitored and tracked for twelve (12) months post construction of the redevelopment project.
- b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.
- c. If the developer fails to comply with the requirements of this section:
 - i) The Agency may refuse to pay all or any portion of an incentive; and
 - ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098

PARTIAL WITHHOLDING OF INCENTIVE

- 1) If the Agency proposes to provide an incentive to a developer for a redevelopment project, an amount equal to 10% of the amount of the proposed incentive must be withheld by the Agency and must not be paid to the developer until the applicable reporting requirements are satisfied above.
- 2) If the Agency provides incentives in a form other than cash to a developer for a redevelopment project, the developer shall deposit an amount of money with the Agency equal to 10% of the value of such incentive as agreed upon between the Agency and the developer. If the developer satisfies the reporting requirements, the Agency shall return the deposit required by this subsection to the developer in accordance with NRS 279.6096.
- 3) Prior to the start of construction, failure to adhere to all of the required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

APPEALS

- 1) A developer may appeal the refusal of the Agency to pay the amount provided for in NRS 279.6096 to the City of Las Vegas as the legislative body of the community(Agency).
- 2) In an appeal, the developer has the burden of demonstrating that:
 - a. Specific actions were taken to substantially fulfill the requirements of NRS 279.6096;
 - b. An insufficient number of significant opportunities for appropriate contractors, subcontractors, vendors or suppliers to perform a commercially useful function in the project existed; and
 - c. Use of appropriate contractors, subcontractors, vendors or suppliers as required by NRS 279.6096 would have significantly and adversely affected the overall cost of the project.
- 3) If the Las Vegas City Council on behalf of the City of Las Vegas finds that the developer's appeal has satisfied the requirements of subsection 2 above, the Agency shall pay the developer the amount provided for in NRS 279.6096.

Procedure for submission and hearing of appeals:

- 1) Contact the Agency for an appointment to present analysis and to discuss obstacles for meeting the participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the Executive Director of the Agency.
- 2) The Executive Director will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer may appeal to the Las Vegas City Council on behalf of the City of Las Vegas as the legislative body of the of the Agency.
- 3) Final decisions regarding the developer's ability to meet the Employment Plan Policy requirements in the applicable agreement shall rest with the Las Vegas City Council.