

RESOLUTION NO. R-3-2021

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND GOOD HOOD, LLC, ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-601-018

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, GOOD HOOD, LLC, (the "OWNER") is the owner of real property located at 201 S Las Vegas Blvd. Las Vegas, NV 89101; APN: 139-34-601-018; and

WHEREAS, the Owner is undertaking certain improvements to the site in accordance with the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City Council of the city of Las Vegas has considered the findings that the improvements of a building, facilities, structures or other improvements are of benefit to the

1 Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is
2 located; and

3 WHEREAS, the City Council of the city of Las Vegas has considered the findings that
4 no other reasonable means of financing the improvements of the Project are available; and

5 WHEREAS, the City Council of the city of Las Vegas has considered the undertakings
6 of the Agency in connection with the OPA (attached hereto as **Exhibit A**), which provides for
7 the reimbursement of Developer of a portion of the costs of constructing the improvements of
8 the Project, all as more fully set forth in the OPA.

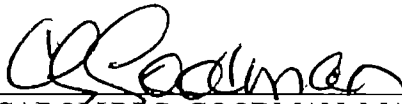
9 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the city of
10 Las Vegas hereby finds and determines that the construction of the Project is of benefit to the
11 Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is
12 located; and

13 RESOLVED FURTHER, that the City Council of the city of Las Vegas hereby finds and
14 determines there are no reasonable means of financing those buildings, facilities, structures or
15 other improvements on the Site; and

16 RESOLVED FURTHER, that the City Council of the city of Las Vegas hereby consents
17 to the undertakings of the Agency in connection with the OPA with the Owner concerning the
18 development of the Site as set forth in the OPA.

THE FOREGOING RESOLUTION was passed, adopted and approved this 6th day of January, 2020. 2021 ⁽²⁰²¹⁾

CITY OF LAS VEGAS

By: 
CAROLYN G. GOODMAN, MAYOR

ATTEST:

By: 
LUANN D. HOLMES, MMC
CITY CLERK

APPROVED AS TO FORM:

Michael Niarcho 11/19/20
By: _____
Counsel to City of Las Vegas Date

EXHIBIT A
OWNER PARTICIPATION AGREEMENT

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OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the ____ day of January, 2021 by and between the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency") and Good Hood, LLC, a Nevada limited liability company (the "Developer").

1. Purpose of this Agreement

(a) 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 the redevelopment of certain real property (the "Site") included within the boundaries of the Redevelopment Area.

(b) The development of the Site 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.

(c) As part of the development of the Site, Agency is willing to reimburse Developer for installation of certain improvements to be constructed on the Site defined herein as "QI" as further set forth herein.

2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City by Ordinance No. 3218, and any amendments thereto. The 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.

3. The Redevelopment Area

The Redevelopment Area is located in the City of Las Vegas, Nevada ("City"), and the exact boundaries thereof are specifically described in the Redevelopment Plan and in a document recorded March 11, 1986, and as subsequently amended in 1988, 1992, 1996, 2014 and 2015 which are incorporated herein by reference and made a part hereof as though fully set forth herein.

4. The Site

The Site is that portion of the Redevelopment Area located at 201 South Las Vegas Blvd, Las Vegas, Nevada, APN 139-34-601-018, as shown on the Map of the Site attached here to as Attachment "A", and is more particularly described in the Legal Description of the Site attached here to as Attachment "B".

5. Parties to this Agreement

(a) 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 as set forth in Nevada Revised Statutes Chapter 279. The office of Agency is located at 495 S. Main Street, 6th Floor, Las Vegas, Nevada 89101. "Agency" is used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

(b) The Developer is Good Hood, LLC, a Nevada limited liability company (the "Developer"), whose address is 985 White Drive, #100, Las Vegas, Nevada 89119 which is managed by J. Dapper, ("Managing Member") and co-owner. The office of Developer is located at 985 White Drive, #100, Las Vegas, Nevada 89119. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

(c) The qualifications and identity of the Developer and of the Managing Member and owners of Developer are of particular concern to the 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 ownership and management of Developer prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor.

(d) Except as specifically set forth herein, 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.

6. The Development

(a) The improvements to be constructed upon the Site shall be as described on Attachment "C" attached hereto and is hereinafter referred to as the "Development." Developer agrees to construct the Development in strict conformance with Attachment "C". As part of the Development, Developer agrees to install those improvements set forth and described on Attachment "D" and referred to herein as the "QI" in strict conformance with Attachment "D".

(b) The Developer hereby represents and warrants to Agency that Developer owns fee title to the Site necessary for the Development. Proof of ownership is evidenced in a recorded Grant, Bargain and Sale Deed dated July 10, 2018, a copy of which is attached hereto as Attachment "E".

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

7. Reimbursement of QI Costs

(a) Subject to Developer fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Developer for the cost of the QI not to exceed Ninety-five Thousand Dollars (\$95,000) toward the costs of the QI ("QI Reimbursement").

(b) In order for Developer to qualify for the QI Reimbursement, the following conditions must be met ("Conditions"):

(i) The Development must be completed in conformance with Attachment "C";

(ii) All of the QI must be completed in conformance with Attachment "D" as established by photographs in formats approved by Agency;

(iii) A certificate of occupancy must be issued by the City of Las Vegas permitting occupancy and use of the Development for its intended use;

(iv) The issuance of a City of Las Vegas business license for Developer at the location of the Development;

(v) Developer has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Development and the QI has been paid in full and that there are no outstanding mechanics liens or claims related to the Development and the QI. Such proof 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 and a current title report; and

(vi) Developer and Agency have entered into a certificate of Completion in the form of Attachment "G" hereto, as more fully described in Section 13 below.

Upon the fulfillment of the conditions set forth in this Section 7(b), Agency shall pay the QI Reimbursement to Developer within forty-five (45) days.

(c) Developer agrees that in the event that all of the Conditions are not fulfilled by November 30, 2021, (subject to permitted delays under Section 18) 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.

8. General Representations

Developer hereby represents and warrants that:

1. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on Developer.

2. No approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

3. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which Developer is subject.

9. Indemnification

Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City of Las Vegas, and their 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 Development and/or the QI.

10. Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of reasonable access to the Site and Development without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of Agency shall be those who are so identified in writing by the Executive Director of Agency.

11. Antidiscrimination During Construction

The Developer, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, reed, religion, sex, age, ancestry or national origin.

12. 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 Site or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site and the payment of the QI to Developer. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site. 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. Notwithstanding the foregoing, Developer shall have the right to place a first deed of trust on the Site in order (i) to secure the financing of the costs of construction of the project and (ii) to secure any permanent financing of the project.

13. Certificate of Completion

The Developer shall request that a Certificate of Completion be issued by Agency after completion of the construction of the Development and QI. The issuance of the Certificate of Completion shall be subject to the City of Las Vegas' issuance of a Certificate of Occupancy and the Developer has submitted, to Agency's satisfaction, the required documentation pursuant to the Employment Plan. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "G" which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than the entire improvement of the Development shall not be recorded.

The Certificate of Completion for the Development shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof covered by said Certificates of Completion shall not (because of such ownership, purchase lease or acquisition) incur any obligation or liability under this Agreement. Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development, neither Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement.

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.

14. Maintenance

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest (i) to maintain the Development in good condition and repair at all times and
(ii) and to keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping in a healthy condition. If at any time the Developer, or its successors in interest, shall fail (i) to maintain the Development in good condition and repair at all times and/or (ii) to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy

condition, and said conditions in (i) and (ii) are not corrected within ten (10) days after written notice from Agency, either Agency or the City may perform the necessary cleanup or landscape maintenance, and the Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance no later than ten (10) days after receipt of an invoice for such costs. Any amounts not paid when due shall bear interest at eight percent (8%) per annum from the date due. The foregoing covenants shall run with the land.

15. Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between Agency and Developer shall be sufficiently given if dispatched by reputable overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Developer as set forth in Sections 5(a) and 5(b) hereof, and shall be deemed given two (2) business days after delivery to a reputable overnight courier for next business day delivery, or five (5) days after delivery to the U.S. Postal Service for delivery by registered or certified mail. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time-to-time designate by mail.

16. Conflict of Interests

No member, official or employee of 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.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

17. Non-liability of Agency Officials and Employees

No member, official or employee of Agency shall be personally liable to the Developer in the event of any default or breach by Agency or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

18. Enforced Delay: Extension of Times of Performance

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.

19. Amendments to this Agreement

The Developer and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

20. Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of Agency effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Attachment "H", all principals, including partners of Developer, as well as all persons and entities holding more than 1% interest in Developer and or any principal of Developer. Until such time as the Certificate of Completion is issued, Developer shall notify RDA in writing of any material change in the above disclosure within 15 days of any such change.

21. Default

If during the existence of this Agreement, the following shall constitute a "Developer Event of Default":

- (a) the Developer and/or the owners of Developer transfer or assigns or attempt to transfer or assign the rights, benefits or duties under this Agreement, the ownership interests of Developer, in the Site or any improvements thereon, in violation of the provisions of Section 5;
- (b) the Developer fails to proceed with, abandons or substantially suspends the construction of the improvements required by this Agreement;
- (c) any of the representations and warranties of Developer are untrue in any material respect;
- (d) the Developer fails to perform any other material obligation imposed under the provisions of this Agreement; or
- (e) 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.

22. Entire Agreement Waivers and Amendments and Counterparts

This Agreement is executed in 2 duplicate originals, each of which is deemed to be an original. This Agreement Attachments "A" to "H", 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. Time for acceptance by agency

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Developer and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Developer.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. 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.

23. Time for Acceptance by Agency

This Agreement, when executed by the Developer and delivered to Agency, must be authorized, executed and delivered by Agency fifteen (15) days from the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

EXECUTION BLOCKS ON NEXT PAGE

By executing this Agreement and submitting it to Agency, Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been signed by Agency.

CITY OF LAS VEGAS
REDEVELOPMENT
AGENCY

By: _____
CAROLYN G. GOODMAN,
Chair

ATTEST:

LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Michael Niarchos 12/18/20
Date

GOOD HOOD, LLC,
a Nevada Limited Liability company

By: _____

Its: _____

ATTACHMENTS

Attachment A	Site Map
Attachment B	Legal Description of Site
Attachment C	Scope of Development
Attachment D	Description of Qualified Improvements
Attachment E	Proof of Ownership/Grant, Bargain and Sale Deed
Attachment F	Employment Plan
Attachment G	Form of Certificate of Completion
Attachment H	Disclosure of Principals

ATTACHMENT A

SITE MAP



ATTACHMENT B

Legal Description of Site

APN 139-34-601-018

LOTS 1 THROUGH 10, INCLUSIVE AND LOTS 29-32, INCLUSIVE, ALL IN BLOCK FOUR (4) OF HAWKINS ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE CITY OF LAS VEGAS FOR ROAD PURPOSED BY DEEDS RECORDED FEBRUARY 11, 1974 IN BOOK 401 AS DOCUMENT NO. 360221 AND 360222, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED AUGUST 02, 2005 IN BOOK NO. 20050802 AS INSTRUMENT NO. 01597 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF VACATED ALLEY, VACATED BY THE CITY OF LAS VEGAS RECORDED AUGUST 02, 2005 IN BOOK 20050802 AS INSTRUMENT NO. 00710.

ATTACHMENT C

Scope of Development

Developer will renovate an existing three-story structure to include a ground floor restaurant, a roof top restaurant/bar, two floors of office space, and a United States Post Office location. In addition, the developer is constructing a five story-parking garage adjacent to the building to the east.

The building will have new electrical, plumbing, HVAC system, lighting, dry wall, fixtures, flooring, an energy efficient curtain wall system and landscaping.

Renovations should be completed by November 30, 2021.

ATTACHMENT D

Description of Qualified Improvements

	Labor/Materials	Eligible
General Conditions	415,942	0
Offsites	269,646	269,646
Onsites inc. Landscaping	1,279,263	1,279,263
Shell & Core	3,509,585	3,509,585
Parking Garage inc. retail	5,435,040	0
Fees & Insurance	698,716	0
Utilities	450,000	330,000
Glazing	1,176,167	1,176,167
Parking Equipment	239,000	0
Tenant Improvements	3,426,280	0
Elevator	613,000	613,000
Rooftop Glass work	432,021	273,021
Art installation	200,000	0
5% Contingency	751,724	0
Sub Total Hard Costs	\$18,896,384	\$7,450,682
Soft costs	1,106,733	0
Previously Spent costs	7,778,670	0
Financing	1,744,161	0
Total	\$29,525,948	\$7,450,682

ATTACHMENT E

Grant, Bargain, Sale Deed

A.P.N.: 139-34-611-042 and 139-34-611-050
File No: NCS-907538-HHLV (NP)
R.P.T.T.: \$28,866.00

Inst #: 20180808-0000946
Fee: \$40.00
RPTT: \$28866.00 Ex #:
08/08/2018 10:47:05 AM
Receipt #: 3478823
Requestor:
FIRST AMERICAN TITLE NCS
Recorded By: MIDO Pgs: 9
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

When Recorded Mail To: Mail Tax Statements To:
Good Hood, LLC
c/o Dapper Companies, 985 White Drive, Suite 100
Las Vegas, NV 89119

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Solarium Enterprises, LP, a Delaware limited partnership as to an undivided 50% interest
and 201 Vegas DP, LLC, a Nevada limited liability company as to an undivided 50%
interest

do(es) hereby GRANT, BARGAIN and SELL to

Good Hood, LLC, a Nevada limited liability company

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

**LOTS 1 THROUGH 10, INCLUSIVE AND LOTS 29 THROUGH 32, INCLUSIVE, ALL IN
BLOCK FOUR (4) OF HAWKINS ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN
BOOK 1 OF PLATS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK
COUNTY, NEVADA.**

**EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE CITY OF LAS
VEGAS FOR ROAD PURPOSES BY DEEDS RECORDED FEBRUARY 11, 1974 IN BOOK
401 AS DOCUMENT NO. 360221 AND 360222, OFFICIAL RECORDS.**

**EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS
BY THAT CERTAIN GRANT DEED RECORDED AUGUST 02, 2005 IN BOOK NO.
20050802 AS INSTRUMENT NO. 01597 OF OFFICIAL RECORDS.**

**TOGETHER WITH THAT PORTION OF VACATED ALLEY, VACATED BY THE CITY OF LAS
VEGAS, RECORDED AUGUST 02, 2005 IN BOOK 20050802 AS INSTRUMENT NO.
00710.**

Subject to

1. All general and special taxes for the current fiscal year.

SIGNED IN COUNTERPART

2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

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

Date: 07/10/2018

ASSESSOR'S COPY

201 Vegas DP, LLC, a Nevada limited liability company

By: David Pashle
Name: David Pashle
Title: Manager

Solarium Enterprises, LP, a Delaware limited partnership

By: Solarium Holdings, Inc., a Delaware corporation, its General Partner

By: _____
Name: Albert Taban
Title: President

ASSIGNOR'S COPY

201 Vegas DP, LLC, a Nevada limited liability company

By: _____
Name: David Pashle
Title: Manager

Solarium Enterprises, LP, a Delaware limited partnership

By: Solarium Holdings, Inc., a Delaware corporation, its General Partner

By: _____
Name: Albert Taban
Title: President

THIS IS A COPY

STATE OF _____)
COUNTY OF _____) : ss.

This instrument was acknowledged before me on _____ by David Pashie as
Manager for 201 Vegas DP, LLC.

*Please see attached CA All-purpose Acknowledgment, for notary
public signature and seal. cu*

Notary Public
(My commission expires: _____)

STATE OF _____)
COUNTY OF _____) : ss.

This instrument was acknowledge before me on _____, 2018,
by _____ as _____ for Solarium Enterprises, LP

Notary Public
(My commission expires: _____)

STATE OF _____)
COUNTY OF _____) : ss.

This instrument was acknowledged before me on _____ by **Albert Taban,**
President of Solarium Holdings, Inc., a Delaware corporation, General Partner of
Solarium Enterprises, LP.

Notary Public
(My commission expires: _____)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 23, 2018 before me, Courtney Cole Lopez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

David Pashae

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Courtney Cole Lopez



2081910

exp: Oct 14, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Courtney Cole Lopez

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant, Bargain and Sale Deed Document Date: July 23, 2018

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Pashae

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: Manager

Signer is Representing: 201 Vegas DP, LLC

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

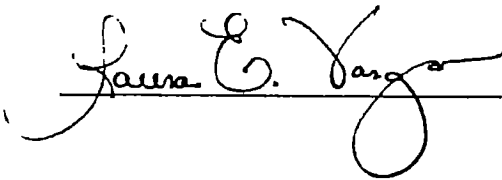
STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES } S.S.

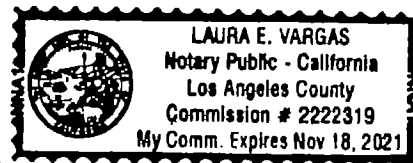
On July 31, 2018, before me, Laura E. Vargas, Notary Public, personally appeared ALBERT TABAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Seal)



Laura E. Vargas

2222319

exp: Nov 18, 2021

DESCRIPTION OF THE ATTACHED DOCUMENT:

Date of Document: July 10, 2018

Name of Document: Grant, Bargain and Sale Deed

Reference: Solarium Enterprises, LP

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **July 10, 2018** under Escrow No. **NCS-907538-HHLV**.

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-34-611-050
b) 139-34-611-042
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

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. a) Total Value/Sales Price of Property: \$5,660,000.00
b) Deed In Lieu of Foreclosure Only (value of property) (\$ _____)
c) Transfer Tax Value: \$5,660,000.00
d) Real Property Transfer Tax Due: \$28,866.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: _____
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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: Daniel Ashaie

Capacity: Manager of 21 Vegas DP LLC

Signature: _____

Capacity: _____

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

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

Print Name: 201 Vegas DP, LLC and Solarium
Enterprises, LP

Print Name: Good Hand, LLC c/o Drapper
Companies

Address: 9320 Wilshire Boulevard, Suite 306

Address: 985 White Drive, Suite 100

City: Beverly Hills

City: Las Vegas

State: CA Zip: 90212

State: NV Zip: 89119

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

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-907538-HHLV NP/ NP

Address: 2500 Paseo Verde Parkway, #120

City: Henderson

State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ATTACHMENT F

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.

ATTACHMENT G

Form of Certificate of Completion

APN: 139-34-601-018

Recording Requested by/
Return Documents to/
Mail Tax Statements to:

Executive Director
City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, pursuant to the Owner Participation Agreement (OPA) dated January 6, 2020, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to Good Hood, LLC, a Nevada limited liability company, hereinafter referred to as the "Developer," for construction and development of a certain redevelopment project described in the OPA and situated in the City of Las Vegas, Nevada, on that site described on Exhibit A, attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in the OPA, the Developer shall certify to Agency that all construction and development on the Site has been substantially completed in compliance with the OPA; and

WHEREAS, as referenced in the OPA, Agency shall furnish the Developer with a Certificate of Completion of all construction and development upon the Site, which Certificate shall be in such form as to per 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 and development on the Site required by the OPA.

NOW, THEREFORE:

1. The Developer hereby certifies to Agency that all construction on the Site has been completed in compliance with the OPA, including without limitation, the issuance of a certificate of occupancy for the apartment rental units of the project and such rental units are now legally available for occupancy .
2. Agency agrees and does hereby certify that the construction development on the Site has been fully and satisfactorily performed and completed as required by the OPA.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
Carolyn G. Goodman, Chair

ATTEST:

LuAnn D. Holmes, Secretary

Good Hood, LLC, a Nevada limited liability
company

By: _____

Name: _____

Its: _____

Approved as to Form:

Date

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 20____, by _____, CHAIR of the City of Las Vegas Redevelopment Agency.

Notary Public

STATE OF)
)ss.
COUNTY OF)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 20____, by _____, as _____ of Good Hood, LLC, a Nevada limited liability company.

Notary Public

ATTACHMENT H
Disclosure of Principals

See Attached

ATTACHMENT 1 - 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 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: <u>Contracting Entity</u>	Block 2: <u>Description / Subject Matter of Contract</u>
Name: Good Hood, LLC	Services for: Owners Participation Agreement for redevelopment project at 201 S Las Vegas Blvd
Address: 985 White Drive #100/Las Vegas, NV 89119	
Telephone: 702-933-3622	Project Number: PRJ-76826
EIN or DUNS : 37-1903556	

Block 3: <u>Type of Business</u>	
☐ 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.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Yemenidjan Living Trust/member	3790 Paradise Rd #200/ LV, NV 89169	702-272-1414
2.	AMJS Goodhood LLC/member	2971 Hammerwood Dr. Las Vegas, NV 89135	702-236-9874
3.	LDR Partners, GP – Member	3775 N Freeway #101/Sacramento, CA 95834	916-371-4960
4.	DPP Defined Benefit Pension Plan-Member	31103 Ranchi Viejo Rd #2/San Juan Capistrano, CA 92675	949-874-1705
5.	Mathew Schreiber- Member	30902 La Mer/Laguna Niguel, CA 92677	949-874-1705
6.	Colby Cyburt-Member	100 Wilshire Blvd #100/Santa Monica CA 90401	949-433-6990
7.	DPP Roth-member	31103 Rancho Viejo Rd #2/San Juan Capistrano, CA 95834	949-874-1705
8.	SLVB, LLC- member	100 Bayview Cr #600/Newport Beach, CA 92660	949-933-6085
9.	LV Investment One, LLC-member	249 S 400 East/Salt Lake City, UT 84111	801-363-6881
10.	J Dapper- manager	985 White Drive #100/Las Vegas, NV 89119	702-733-3622 x30

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

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: _____

Date of Attached Document: _____

Number of Pages: _____

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.

State of Nevada
County of Clark

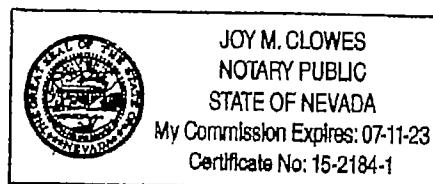
Name

Date 11-10-2020

Subscribed and sworn to before me this 18th day of

November 2017-2020

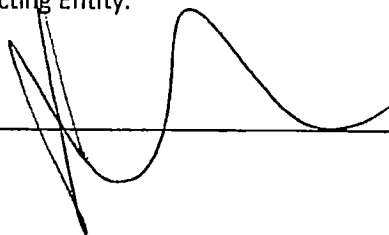
Joy M. Clowes
Notary Public



Certificate- Disclosure of Ownership/Principals (continued)

Entity Name	Principal(s) Name(s)	Address/Phone
Yemenidjian Living Trust	Armen Yemenidjian Alexander Yemenidjian	3790 Paradise #200/LV, NV 89169; 702-272-1414
AMJS Good Hood, LLC	Ashley Morris	2971 Hammerwood Dr/Las Vegas, NV 89135; 702-236-9874
LDR Partners, GP	Len Robinson	3775 N Freeway 101/Sacramento, CA 95834; 916-371-4960
DPP Defined Benefit Pension Plan	Ronald Schreiber	31103 Rancho Vlejo Rd #2/San Juan Capistrano, CA 92675; 949- 874-1705
DPP Roth	Ronald Schreiber	31103 Rancho Vlejo Rd #2/San Juan Capistrano, CA 92675; 949- 874-1705
SLVB, LLC	Howard Abel Michael Abel	100 Bayview Cr #600/Newport Beach, CA 92660; 949-933-6085
Lv Investment One, LLC	David Colling	249 S 400 East/Salt Lake City, UT 84111/801-363-5881

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.



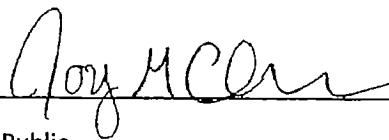
Name

12/17/2020

Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 17th day of December, 2020



Notary Public

