

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "*Agreement*") is entered into this 16th day of Sept, 2009, by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation (hereinafter "*CPV*") and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation (hereinafter "*CCF*"), on the terms and provisions set forth below. CPV and CCF may be referred to herein singularly as a "*party*" and collectively as the "*parties*". This Agreement shall be effective on that date (the "*Effective Date*") which the City Council of the City of Las Vegas ("*City*") approves the execution of this Agreement.

WHEREAS:

A. The parties and Newland Communities, LLC, a Delaware limited liability company ("*Newland*"), have entered in that certain Nonbinding Memorandum of Understanding dated April 24, 2009 (the "*MOU*") whereby the parties and Newland set forth certain understandings concerning the possible development by CCF of that certain real property owned by CPV located in that certain development in downtown Las Vegas, Nevada known as Symphony Park and more fully described below in Section 2 (the "*Site*");

B. The parcel located adjacent to the Site (the "*Adjacent Parcel*") is owned by the Keep Memory Alive Foundation ("*KMAF*") for the operation of a brain research and treatment center and CCF has entered into an agreement with KMAF whereby an affiliate of CCF shall manage and operate such brain research center to be known as the Cleveland Clinic Lou Ruvo Center for Brain Health (the "*Brain Center*");

C. Pursuant to the MOU, the parties desire that CCF undertake a due diligence inquiry as to the feasibility of developing and operating a medical facility or other related non-profit use on the Site;

D. CPV and KMAF have entered into that certain Parking Agreement dated May 2, 2007 whereby CPV agrees to allow temporary parking on the Site for use by the Center (the "*KMA Parking Agreement*").

E. The Parties mutually intend that the design and development of the Site will accommodate all of the parking requirements of the Brain Center on the Site along with all parking requirements for the Project (as hereinafter defined).

F. CCF and CPV mutually desire to enter into this Agreement in order for CPV and CCF to investigate the feasibility of the intended development of the Project on the Site by CCF and to permit CPV to negotiate exclusively with CCF regarding a DDA (defined below) between CPV and CCF or its permitted designee; and

G. Pursuant to that certain Project Management and Consulting Agreement entered into December 27, 2005, by and between CPV, City, and Newland, as such may be amended from time to time (the "*PMA*"), Newland has certain rights and responsibilities with respect to the marketing and disposition of property within Symphony Park including the Site, including the right pursuant to the PMA of payment of a fee to Newland upon a disposition of the Site.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Purpose and Term. The parties agree that the purpose of this Agreement is to provide a framework for their respective determinations of the feasibility and timing of the development of the Project (defined below). As part of such determination, each party agrees to expeditiously and on a timely basis to complete its respective submittals and tasks required under this Agreement. The term of this Agreement shall commence on the Effective Date and, automatically expire on November 29, 2010 (the "*Term*"), provided, however, that the Term may be extended by mutual agreement of the parties at each party's respective sole discretion and subject to approval by the City Council of the City of Las Vegas, Nevada (the "*Council*").

2. Site. The Project is to be developed on the Site which consists of approximately 533,609 gross square feet of land and approximately 388,292 net square feet of land (which is approximately 12.25 gross acres and approximately 8.91 net acres) located within Symphony Park, known as parcels A2, B, J and K as depicted on Exhibit "A" attached hereto and hereby made a part of this Agreement. The actual legal description of the Site will be finalized by a Category II, Condition 1A survey to be provided by CPV at its sole cost and expense within thirty (30) days of the Effective Date.

3. Project.

(a) CCF and CPV agree that CCF's intended development of the Site will consist of the following project (the "*Project*") (i) for the development of a medical care and/or research facilities or other related non-profit use and (ii) onsite parking garage or garages providing all of the parking requirements of the Project and the parking requirements of the Brain Center as required by the KMA Parking Agreement. CCF agrees that any agreement between CCF and the Brain Center for parking on the Site will be subject to the approval of CPV to which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The Project will be part of the Symphony Park Master Association. The Project will be subject to all obligations and restrictions as set forth in the Symphony Park Master Association's governing and controlling documents, including the obligations to pay assessments as set forth therein. All such documentation shall be provided as part of CCF's due diligence review.

4. Feasibility Analysis.

(a) CCF agrees to conduct during the Term all activities required to determine the nature, scope and feasibility of the Project. CCF agrees and acknowledges that it will use all commercially reasonable efforts to perform its investigations and complete the specific deliverables required of it hereunder on the dates set forth below and that the expeditious and timely performance of such tasks is a material consideration of CPV to enter into this Agreement. The failure of CCF to timely perform and complete its obligations hereunder as required by the Task Completion Schedule below and the dates set forth therein (subject to Section 4(b) below) shall be a default under this Agreement. Such due diligence activities shall include, but not limited to, the following deliverables and approvals (collectively the "*Tasks*") pursuant to the following task completion schedule (the "*Task Schedule*"):

Deliverable	Date
(i) CCF shall submit an overall program of development of the project for the Site and Developer's planned operations for the	1/31/2010

Site.	
(ii) A conceptual site plan showing building footprints, parking requirements and configuration, ingress and egress and traffic flow solutions, and the conceptual renderings of the buildings.	3/31/2010
(iii) CCF shall complete its environmental due diligence with respect to the Site and provide CPV with a written and final report on remediation.	6/30/2010
(iv) CCF to submit a Site specific risk assessment and estimated cost of remediation	7/31/2010
(v) CCF shall submit to CPV and the Symphony Park Design Review Committee a block plan for the Project, including the medical development and the parking structure. (see Design Review Submission requirements)	3/31/2010
(vi) CCF shall submit the parking agreement between Keep Memory Alive (Parcel A) and Cleveland Clinic.	3/31/2010
(vii) Submission of a preliminary development timeline for the development and construction of the project.	8/31/2010
(viii) Submission to CPV for CPV's approval a phasing plan for development and acquisition of the Site.	8/31/2010
(ix) Submission to CPV for approval of an economic impact report of the estimated jobs to be created by the Project	8/31/2010
(x) CCF shall submit to Newland for review on behalf of CPV, CCF's plan for the financing of the development and operation of the Project, including all third party loans and any sources of equity and partners.	8/31/2010

(xi) Disclosure of control, ownership and developer partnership if entering into a joint venture (if any)	8/31/2010
(xii) CCF shall re-submit to the Symphony Park Design Review Committee the block plan for the Project incorporating the comments and revisions required by the Symphony Park Design Review Committee and also submit for review by the Symphony Park Design Review Committee a Design Development package necessary to apply to the City of Las Vegas Planning Commission for a Site Development Plan review.	8/31/2010
(xiii) CCF shall meet with the City of Las Vegas Planning Department to apply for a Site Development Plan review for consideration of project by Las Vegas Planning Commission and Las Vegas City Council.	10/1/2010
(xiv) Submission by the Parties to City Clerk of the agreed upon DDA and related documents for review and approval by the Council and the Redevelopment Agency.	10/1/2010

All submittals listed above are referenced in a document called "Union Park Design Review Process" (Revised 1/13/09, attached hereto as Exhibit B).

Any of the foregoing submitted to CPV for approval shall be deemed approved unless CPV shall, within twenty (20) days of receipt of the submission, give CCF written notice of disapproval specifying, in reasonable detail, the basis for such disapproval. In the event CPV shall disapprove of any matter requiring CPV's approval, then CCF shall resubmit the matter within twenty (20) days after notice of such disapproval addressing CPV's basis for disapproval or informing CPV that it does not agree with the CPV's reason for disapproval. In the event CCF disagrees with CPV's reason(s) for disapproval, the parties agree to meet and negotiate in good faith for a period of thirty (30) days to attempt to resolve the issues. The parties agree that the scope of development on each of the parcels constituting the Site will comply with the minimum densities required for

each such parcel under the Symphony Park master plan as currently entitled. CCF acknowledges that all approvals are subject to the approval by the Symphony Park Design Review Committee, the City of Las Vegas Planning Commission, the City of Las Vegas Redevelopment Agency and the Council in accordance with the terms of this Agreement, such design and other criteria established by such entities, and subject to their respective time periods for application and review and any approvals of CPV as required herein. In the event any such approvals are not obtained by CCF CCF's sole recourse will be to terminate this Agreement without any obligations or liability on the part of CPV, including, any obligation to reimburse CCF for any of CCF's expenses or costs

All non-proprietary reports and studies pertaining to the Site and Project, including surveys and geotechnical and environmental reports and studies, shall become the property of CPV upon the expiration or termination of this Agreement, unless CCF proceeds with its planned development. In the event that CCF elects not to proceed with the development of the Project for any reason other than the breach by CPV of its obligations hereunder, CCF shall cause such non-proprietary reports and studies to be delivered to CPV within thirty (30) days after the expiration or termination of this Agreement.

(b) In the event CCF fails to perform any of the Tasks in accordance with the dates set forth in the Task Schedule and such failure shall continue for a period of thirty (30) days after receipt of written notice by CCF from CPV specifying the Task which has not been completed, CCF shall be in default of this Agreement and CPV shall have the right to terminate this Agreement pursuant to Section 10 below; provided, however, (i) if CCF has commenced the Task and is proceeding with due diligence to complete same, CCF shall be granted a single extension of thirty (30) days to complete such Task and (ii) if any such failure is caused by CPV's failure to act as and when required by this Agreement, then CCF's obligation to perform a Task shall be extended for each day of delay caused by CPV

(c) CPV agrees that during the Term and during the term of the DDA it shall not and shall not grant any other persons or entities the right to negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or

other disposition of the Site or any portion thereof. Such exclusive shall apply to the Site only and shall not apply to any other portion of Symphony Park including any other use within Symphony Park. CPV agrees that during the Term and during the term of the DDA, CPV shall not and shall not grant any other persons or entities the right to contact any parties with which CCF is in active negotiation with as a user of the Project ("*Potential User*"), provided, however, that (i) CCF has notified CPV in writing of any Potential User, (ii) in the event CPV or any third party is already in discussions with a Potential User in connection with Symphony Park, CPV or such third party will not be precluded from continuing such discussions and (iii) upon expiration or other termination of the Term or the expiration of the term of the DDA and the Project does not proceed, CPV or such third party may contact and consummate a transaction with any Potential User.

(d) CPV shall cooperate fully and timely, but at no cost to CPV, in providing CCF with appropriate information and assistance to support CCF's completion of the Tasks and implementation of the development concept. In particular, CPV shall provide CCF with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to CPV. Newland's and CPV's designated representative for all matters under this Agreement is Sam Gladstein. CCF and CPV agree to meet in person in Las Vegas, Nevada no less than one time a month in connection with the feasibility analysis of the Site and Project. In addition, CCF agrees to provide CPV with a monthly written status report of its feasibility analysis no later than the last day of each month.

5. CCF Site Access.

(a) CPV authorizes CCF and its respective employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as CCF deem necessary ("*Due Diligence Investigations*") for the development of the Project. Such authorization will be for a period commencing on the Effective Date and automatically expiring on the date set forth in Section 4(a) (iii). CCF agrees that any delegation of its rights under this Section 5 shall not release CCF of any of its obligations and duties under this Section 5. This

authorization does not authorize CCF to access or otherwise use any property not included within the Site so long as CCF has reasonable access from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations. Subject to certain limitations under other agreements copies of which shall be provided to CCF by CPV, pursuant to which representatives of CPV or Union Pacific Railroad may have to receive advance notice thereof, CCF will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term upon seven (7) days advance notice. CCF shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following CCF's Due Diligence Investigations on the Site, CCF, at its sole cost and expense, promptly will restore the Site to substantially the same condition as existed as of the Effective Date, normal wear and tear and normal weather related conditions excepted. If CCF undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and CCF will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. CPV agrees that as an alternative to filling and recompacting borings with soil, CCF may fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells and subject to the approval of CPV which approval shall not be unreasonably withheld, conditioned or delayed. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize CCF to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist CCF in its environmental due diligence, CPV has provided CCF with a copy of the documents identified in Exhibit "C" attached hereto and incorporated herein by reference. CPV makes no warranty as to the accuracy or completeness of any statement or data contained in or referred to by such documents.

(b) If CCF should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject

to legal requirements or corrective action under any environmental laws, CCF will follow all processes as specified in the Soil and Ground Water Management Plan dated March 21, 2007 and will promptly notify CPV in writing of such discovery. CCF shall not use disturbed contaminated soils for restoration of the Site, and instead shall store or otherwise handle (through use of a properly licensed contractor), at CPV's cost, disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPV takes possession of such materials. For the purposes of this Agreement, the phrase "*hazardous substances*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (i) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (ii) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or environmental laws; or (iii) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "*environmental laws*" means any applicable past or then existing federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) CCF shall promptly deliver to CPV without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by

or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that CCF need not disclose any communication, written or oral, to the extent the same is protected by the attorney-client privilege.

(d) CCF covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for CCF in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with CCF's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to CCF's Due Diligence Investigations. CCF shall, at CCF's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) CCF hereby agrees to protect, indemnify, and hold CPV, the City of Las Vegas, Newland, and their respective officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which CPV, the City of Las Vegas, Newland or their respective officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPV, the City of Las Vegas, Newland and their respective officers, employees or agents, as a result of, or by reason of, or arising out of or in connection with the Due Diligence Investigations at the Site, or the actions (negligent or otherwise) of CCF or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed or engaged by, or is acting on behalf of CCF, its officers, employees, contractors, subcontractors, volunteers or agents in connection with this Agreement. CCF agrees to obtain and to furnish to CPV prior to or concurrent with execution of this Agreement, a certificate showing that there is in effect a policy of a Minimum of \$2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability. Such coverage shall be on a "claims made" basis. CPV, City of Las Vegas and Newland each shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by CCF's insurance company. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of CPV, which approval shall not be unreasonably withheld, conditioned or delayed. CPV requires insurance carriers to maintain a Best's Key rating of "A VII" or higher; provided, however that CCF may self insure the coverages provided above. The Certificate shall indicate that neither the insurance company nor CCF can cancel the insurance without at least 10 days prior written notice to CPV. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The parties agree that the specified coverage or limits of insurance in no way limit the liability of the CCF. CCF will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance.

(f) CCF expressly agrees, at its sole cost and expense, to defend CPV, the City of Las Vegas, Newland, and their respective officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of the Due Diligence Investigations at the Site which are covered by CCF's obligations as set forth in Section (e) herein. If CCF fails so to do, CPV and the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all reasonable attorneys' fees and costs, including court costs of such defense, to CCF.

(i) CCF will be taking the Site "as-is" based entirely on its own investigations and studies and CPV will not make any representation or warranty as to the condition of the Site or the development of the Project on the Site. Except for certain offsite infrastructure to be installed to serve the Site and except as provided in paragraph 6 below, CCF agrees that neither CPV nor the City shall have any obligation to provide any funds, concessions, offsite parking or other financial incentives or concessions in connection with the development of the Project.

(j) The obligations and covenants of CCF under this Section 5 shall survive any expiration of the Term or other termination of the Agreement, including, without limitation, any termination pursuant to Section 10 below.

(k) CPV has constructed surface parking on a portion of parcel A2 and is currently permitting patient and employee parking for the Brain Center. Such parking is provided pursuant to KMA Parking Agreement. CPV will permit such continued use during the Term and DDA pursuant to the KMA Parking Agreement. In the event CCF desires any covered parking on the Site, CCF agrees that it will construct such covered parking at its sole cost and expense.

6. Disposition and Development Agreement; Effect of Agreement.

(a) CCF and CPV agree to negotiate in good faith during the Term a form of Disposition and Development Agreement between CPV and CCF whereby CPV will, subject to its terms and conditions, convey to CCF the Site for the development of the Project by CCF (the “DDA”). In connection therewith:

(i) CPV agrees that the conveyance of the parcels A2, and J will be a donation to CCF and will be for no consideration. In addition, the DDA shall provide that CPV shall pay up to \$12.00 per gross square foot of land for all costs incurred in connection with the environmental remediation of parcels A2 and J required and undertaken by CCF. The remediation plan for the overall Site and the Project will be agreed to by CPV and CCF as part of the negotiations of the DDA.

(ii) The parties shall negotiate in good faith the terms and conditions for the conveyance of parcels B and K to CCF, including, without limitation, whether the conveyance of parcels B and K will be a donation or a sale and whether any payment will be made by CPV for any costs incurred for the environmental remediation of parcels B and K.

(iii) The conveyance of the Site will be in phases based on the timing of the commencement of development of each phase by CCF as agreed by the parties pursuant to Section 4(a) above.

(iv) The DDA will provide that if CCF fails to commence construction of the Project or sells the Site or any portion thereof after construction but prior to the expiration of a period agreed to in the DDA, CPV will have , (A) the right to recapture the Property at no consideration in the event construction is not commenced or (B) the right to be paid the then fair market value for the Property at its then highest and best use if CCF sells the project prior to the expiration of such agreed period. The method of determining such value and the length of such agreed period will be negotiated during the Term and set forth in the DDA. In the event CCF purchases parcels B and K, and (i) fails to commence construction on either of those parcels, CPV's right to recapture parcel B and/or K shall be conditioned upon the repayment to CCF of the purchase price paid by CCF for parcel B and/or parcels K or (ii) if CCF sells either parcel B or K after construction but prior to the expiration of the period agreed to in the DDA, CCF shall have no obligation to compensate CPV, or the City in connection with parcel B or parcel K. Such obligations and rights will survive the closing and be contained in a Special Declaration of Restrictions to be recorded against the Property at Closing.

The parties acknowledge that, in compliance with the provisions of Nevada Revised Statutes, Chapter 268 and other applicable law, CPV, at its cost, will obtain and rely upon independent and confidential appraisal of the Site prepared within six months of the date of the DDA and that the City Council of the City of Las Vegas adopts a formal resolution finding that it is in the best interests of the public to donate all or part of the Site without offering such real property to the public. Notwithstanding the foregoing, the parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(b) The parties agree that they shall negotiate in good faith the DDA consistent with the terms of this Agreement and the Project as approved pursuant to Section 4 above. Notwithstanding the foregoing sentence, CCF and CPV agree and acknowledge (i) that this Agreement creates no obligation on either party to enter into the DDA or any other agreement related to the Site or Symphony Park, and (ii) the decision to enter into a DDA will be at each party's respective discretion: provided however, if CCF satisfies all of its obligations under this Agreement and elects to enter into a DDA, CPV shall enter into good faith negotiations with CCF to negotiate and enter into the

DDA. If the parties agree on the terms of the DDA, then (i) the consummation thereof shall be subject only to the discretionary approval of the Council and (ii) CPV represents that it will recommend to Council that it approve the DDA. CCF agrees and acknowledges that this Agreement creates no rights, title or interest in CCF whatsoever, legal, equitable or otherwise, in the Site or in Symphony Park, including, without limitation, any rights to purchase, lease, option or otherwise. The parties agree that in the event the parties do not enter into a DDA for any reason whatsoever neither party shall have any liability whatsoever to the other party. CPV agrees that at any time during the Term, if CCF determines in its reasonable judgment that it is not feasible to move forward with the Project, CCF may terminate this Agreement with no further obligations or liability to CPV, except for such obligations or liabilities which survive the termination of this Agreement. Except as may be otherwise provided for herein, CCF agrees and acknowledges that this Agreement creates no rights, title or interest in CCF whatsoever, legal, equitable or otherwise, in the Site or in Symphony Park, including, without limitation, any rights to purchase, lease, option or otherwise and by its execution of this Agreement, CPV is not committing itself to or agreeing to donate the land to CCF or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development.

(c) CCF agrees that upon expiration of the Term without the Parties entering into the DDA or upon any other termination of this Agreement, (i) CCF shall have no rights whatsoever to the Site, and except if CCF has independently acquired other parcels in Symphony Park, any other part of Symphony Park or any other property owned by CPV or the City and (ii) neither CPV nor the City shall have any obligation or liability whatsoever to continue to negotiate with or attempt to accommodate in any manner CCF for a location for the Project.

7. CCF Control and Ownership.

(a) CCF represents and warrants that it is a non-profit corporation organized pursuant to the laws of the State of Ohio and CCF is duly authorized to do business in the State of Nevada.

(b) CCF is required to make full disclosure to CPV of its principals, officers and key managerial employees, and all other material information concerning CCF. CCF

will be required to submit a completed Exhibit "D", Disclosure of Principals form, which includes all principals, and members of CCF, as well as all persons and entities holding more than a 1% interest in CCF or any principal, partner or member of the same, and agree in writing to the terms of this Section 7(b) and Section 9 below. Throughout the Term hereof, CCF shall provide written notification of any material change in the above disclosure within 15 days of such change.

8. Real Estate Commission. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other party harmless from any claim by any broker or finder retained by such party. The provisions of this Section 8 shall survive any termination or expiration of this Agreement.

9. Conflict of Interest.

(a) Any official of CPV, who is authorized in such capacity and on behalf of CPV to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for CPV, who is authorized in such capacity and on behalf of CPV to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of CPV relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, CPV may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

(c) CPV represents that no employee, officer or director of CCF is an employee, officer or director of CPV or serves on any boards or committees of or in any advisory capacity with CPV. To the extent that any employee, officer or director of CCF may in the future serve on any board or committee of or in any advisory capacity to CPV,

any payments made to such parties will be at fair market value for the services rendered.

10. Default; Appropriation.

(a) In the event CCF (i) is in default beyond any applicable grace period pursuant to Section 4(b) above in connection with the Task Schedule or (ii) is otherwise in default of its obligations or performance under this Agreement and such other default is not cured within thirty (30) days after written notice specifying the precise nature of the default, then CPV shall have the right to immediately terminate this Agreement upon written notice to CCF. Except as specifically provided for herein, CCF shall not be liable for any, lost profits, expense reimbursement, or any consequential, special or exemplary damages incurred by CPV as a result of such termination.

(b) In the event CPV is in default of its obligations under this Agreement, CCF's sole and exclusive remedy will be to terminate this Agreement. Neither CPV nor the City shall be liable for any damages whatsoever, including, without limitation, out-of-pocket expenses lost profits, consequential, special or exemplary damages incurred by CCF.

(c) No obligation assumed by or imposed upon CPV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPV shall require the payment of money by CPV, or the performance of any action by CPV, the performance of which requires money from CPV, except to the extent that funds are available for such payment or performance from City appropriations therefor lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations of CPV under this Agreement.

11. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile

transmissions) or (iii) received or delivery refused if sent by U.S. mail via certified mail-return receipt requested, postal fees pre-paid at the following addresses:

If to CCF:

Cleveland Clinic Foundation
9500 Euclid Avenue / (H-18)
Cleveland, Ohio 44195
Attention: Chief of Operations
Phone: (216) 445-0686
Facsimile: (216) 636-0044

And to:

Cleveland Clinic Foundation
9500 Euclid Avenue (H-18)
Cleveland, Ohio 44195
Attention: Chief Legal Officer

If to CPV:

William Arnet, Director
City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: 702-229-6551
FAX: 702-385-3128

And to:

Manager, Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: 702-229-6021
Fax: 702-384-9964

And to:

Sam Gladstein
Newland Communities, LLC
2300 West Sahara Avenue. Suite 750
Las Vegas, Nevada 89102
Phone: 702.220.8094
FAX: 702.220.7636

12. Publicity. The parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 12 shall limit or prevent CPV or the City from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the City's approval or implementation of this Agreement. Notwithstanding the foregoing, the Parties shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from CCF about its planned project.

13. Assignment. Neither party may assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of the other party which consent may be granted or withheld in such other party's sole and unfettered discretion; provided, however (i) CCF shall have the right to transfer all or part of its interest in this Agreement to an affiliate which is a not-for-profit entity which is controlled by, or under common control with, CCF with the consent of CPV which consent shall not be unreasonably withheld, conditioned or delayed and (ii) CPV shall have the right to transfer all or part of its interest in this Agreement to an affiliate which is controlled by, or under common control with, CPV with the consent of CCF which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer or assignment in violation of this Section 13 shall be null and void and constitute a default of this Agreement.

14. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

15. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

16. Entire Agreement; Amendments. This Agreement and the Exhibits attached hereto are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement

supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto.

17. No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

19. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

20. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

21. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

22. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of CPV and CCF and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the

general public. Further, nothing contained herein is intended to grant to CPV or any other party, nor shall CPV have any third party have, any rights or benefits flowing from any agreement between CCF and any other party except to the extent rights shall be expressly transferred or created in any such agreement.

23. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

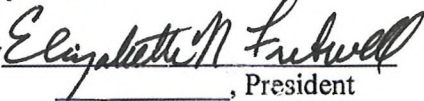
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CPV

CCF

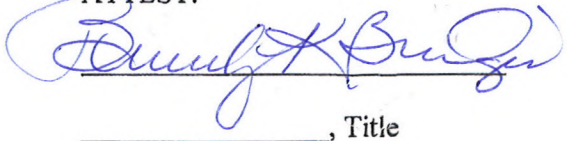
CITY PARKWAY V, INC, a Nevada corporation

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By , President

By: 
William M. Peacock, III
Chief of Operations

ATTEST:

, Title

Execution Date: 9/29/2009

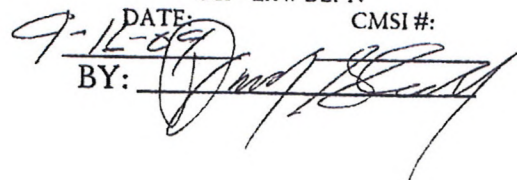
APPROVED AS TO FORM:

 ESQ

Date: 09/03/09

APPROVED AS TO FORM

CCF - LAW DEPT.

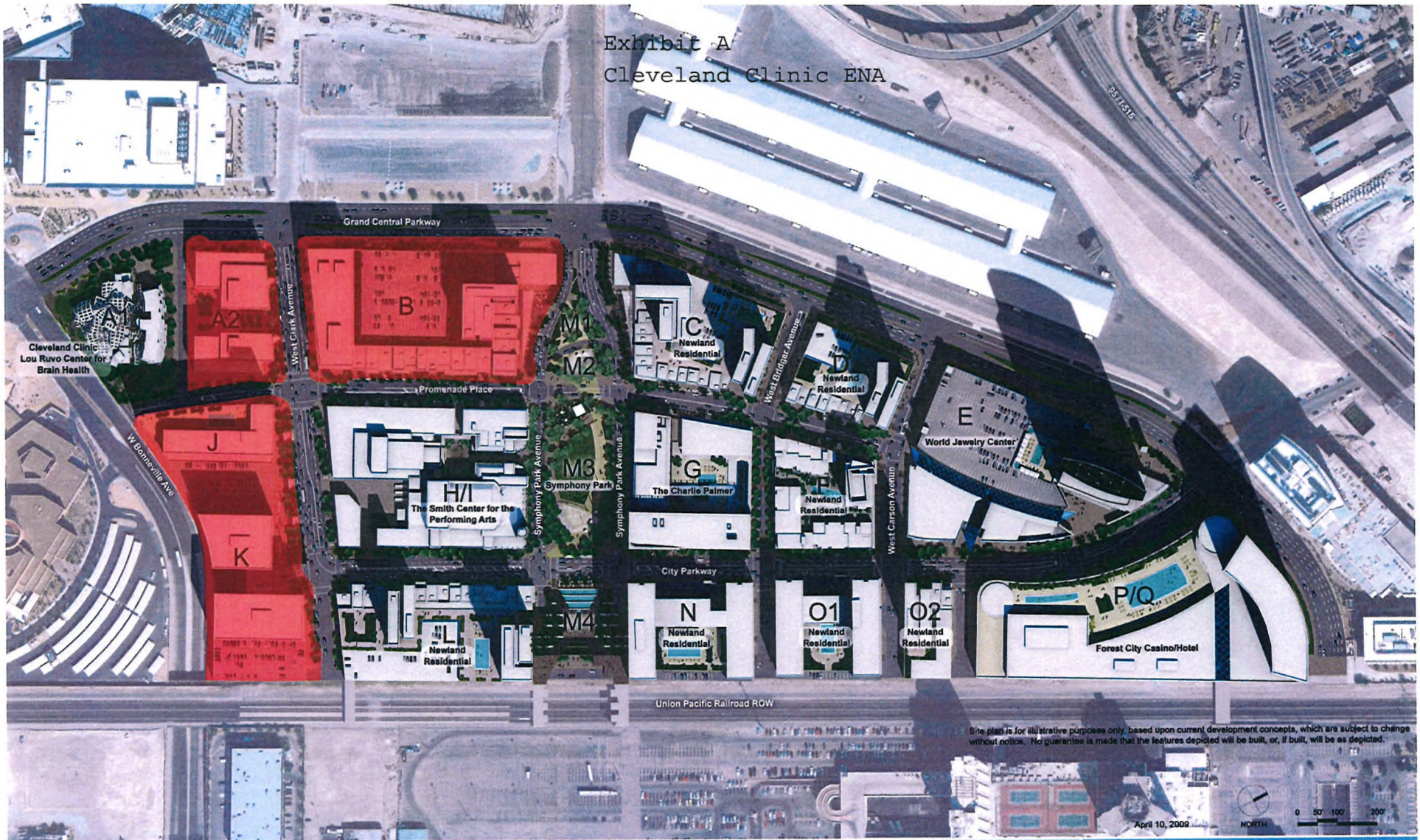
DATE: 9-16-09 CMSI #:
BY: 

LIST OF EXHIBITS

<u>EXHIBIT "A"</u>	SITE DEPICTION
<u>EXHIBIT "B"</u>	SYMPHONY PARK DESIGN REVIEW PROCESS
<u>EXHIBIT "C"</u>	LIST OF ENVIRONMENTAL INFORMATION
<u>EXHIBIT "D"</u>	PRINCIPALS AND DISCLOSURE FORM

EXHIBIT A

Exhibit A
Cleveland Clinic ENA



Site plan is for illustrative purposes only, based upon current development concepts, which are subject to change without notice. No guarantee is made that the features depicted will be built, or, if built, will be as depicted.

SYMPHONY PARK

ILLUSTRATIVE SITE PLAN



Newland
COMMUNITIES
AT THE HEART OF CLEVELAND

EXHIBIT B

Exhibit B
CLEVELAND CLINIC ENA

Symphony Park Design Review Process (Revised 1-13-09)

Committee: 5 members - 1 from OBD (Scott Adams or designee Steve Van Gorp, 1 from Planning and Development (Margo Wheeler or designee Flinn Fagg), 1 from Public Works (Jorge Cervantes or designee David Bowers) , 2 from Newland Communities (Rita Brandin or designee, and Charles Kubat)

Committee will meet for project reviews the first and third Fridays of each month. Submittals must be received a minimum of 15 calendar days prior to a meeting date. Applicant may meet with the committee to present a project and answer questions but the committee will then meet without the applicant to discuss its comments and recommendations.

Process Steps	Requirements	Time Allotted	Typ Private Submittals
1. SP Master Developer Review Concept review of 3 rd party project by Newland during discussion of ENA and DDA	Site plans, massing, and project character	As required by project	Conceptual drawings, bldg program, objectives, schedule, etc.
2. Block Plan Review a. Applicant prepares "Block Plan" concept submission and submits to SP-DRC administrator (Newland Communities) who reviews the submission for completeness. Incomplete submissions will be returned to the applicant. With complete submission the meeting is confirmed with committee members.	See submission requirements: ie. Site plan for whole block, parking and access, pedestrian access and open space, conceptual elevations, 3-D massing, building program, LEED checklist (preliminary), etc.	As required	Schematic Design documents
b. Newland distributes submission to appropriate review consultants and they complete initial review and checklist.		15 days or sooner	
c. SP-DRC reviews "Block Plan" concept submission including an informal review by OBD/Newland with Mayor and City Council person for SP district. Applicant may be present for formal DRC meeting if desired. Newland documents meeting conclusions and they are approved by committee chair.		30 days or sooner	

d. SP-DRC communicates recommendation on project to applicant. If not approved applicant must resubmit revised project.	Letter to applicant	End of 30 days or sooner	Design Development documents / may not be full DD level drawings
3. Design Development Review			
a. Upon approval of the initial block plan submission, applicant prepares design development information and submits to SP_DRC administrator (Newland Communities), who confirms completeness of submission. Incomplete submissions will be returned to the applicant. With a complete submission the meeting is confirmed with committee members.	See submission requirements: ie. Site plan, grading plan, floor plans, elevations with key details, landscape and streetscape, material, finishes and colors, site signage, refined 3-D massing, solar shading, LEED checklist with explanation.	As Required	
b. SP-DRC administrator distributes submission to review consultants for their checklist review and preparation of issues for committee discussion.		5 days or less	
c. SP-DRC Consultants complete their review		10 days or less	
d. SP-DRC meets to make a recommendation on the submission (approve, approve with conditions, or deny). Newland documents meeting conclusions and they are approved by committee chair.			
e. SP-DRC administrator communicates, with written notice, the committee's recommendation to the applicant and to Dept. of Planning and Development for use in the formal staff report.	Letter to applicant	30 days total from submission or sooner	
4. Site Development Plan Review			
a. Upon approval of the Design Development review, applicant prepares Site Development Plan Review application to Planning and Development Dept and is put on agendas for Planning Commission	Letter of design development approval from UP-DRC and	As required	

and City Council	required documents per Title 19.18 of the Las Vegas Municipal code	
b. Planning Commission hearing/approval		Per adopted Planning Commission schedule (approx 30-45 days)
c. City Council hearing/approval		Per adopted City Council schedule (approx 30 days)
5. Building Permit Review		
a. After receiving approval of the Site Development Plan application and any other required applications, applicant completes construction documents and submits to SP-DRC administrator prior to or concurrently with submission to the Building Dept.	Construction Documents	As required
b. SP-DRC /consultant review of construction drawings for conformance with City Council approval.		10-15 days
c. SP-DRC communicates its recommendation on the documents to the applicant in writing. (approval or denial)	Letter to applicant	30 days from submittal or less
d. Applicant provides letter of approval to Building Dept. before building permit is issued.		

EXHIBIT C

Symphony Park Environmental Disclosure Documents
Exhibit C to Cleveland Clinic ENA

Electronic Documents on Two Compact Discs

<u>Identifier</u>	<u>Title/Text Reference</u>
01	Remedial Action Plan DamesMooreReports FinalReport.TIF Off-Site Evaluation 09-29-1998 Appendices A-H.TIF SummaryReportPhaseI&II Site Characterization 11-11-1987.TIF Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989 -Appendices Appendices.tif, Appendix A - Summary of Buried Disposal Area Investigation.tif Appendix B - Investigative Procedures.tif Appendix C - Chain-of-Custody Records.tif Appendix D - Field and Laboratory QA&QC Program.tif Appendix E - Health and Safety Plan.tif Appendix F - Regional Geology and Hydrogeology.tif Appendix G - Exploratory Boring Logs.tif Appendix H - Soil and Hydrogeologic Conditions By Area.tif Appendix I - Gauging Data and Hydrographs.tif Appendix J - Soil Laboratory Data Reports.tif Appendix K - Ground-Water Laboratory Data Reports.tif Appendix L - Maps of Approx Dist of Soils Containing PH.tif Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif Appendix N - Liquid Hydrocarbon Volume Estimates.tif Appendix O - Air Quality Monitoring Report.tif Appendix P - Report of Industrial Hygiene Evaluation.tif Appendix Q - Desert Research Institute Report.tif Appendix R - Health Risk Assessment.tif Appendix S - USPCI Report of Oil Recovery Operations.tif OIL RECOVERY SYSTEM.TIF -1) Table of Contents and Executive Summary.tif - Sect 1 Introduction.tif - Sect 2 Purpose & Scope.tif - Sect 3 Site Background.tif - Sect 4 Hydrocarbon Contamination.tif - Sect 5 Lead Contamination.tif - Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif - Sect 7 Health Risk Assessment.tif - Sect 8 Site Remediation Criteria.tif - Sect 9 Recommended Remedial Action.tif PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF 01) Final Remedial Action Plan 06-5-1992.pdf 02) Addendum I to RAP 08-18-1992.pdf 03) Request For Final Closure 10-06-1997.pdf 04) Depart of the Army Letter 12-09-2003.pdf 05) Interim Closure Report of Rem Action 09-27-93.pdf 06) NDEP Letter 03-26-1998.pdf 07) NDEP Remediation Requirements Sept 10, 1991.pdf

- 08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
- 09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

- 02 Plystadium Agreement
 - 01) Plystadium Agreement.pdf
 - 02) Amended and Restated Mem of Rights.pdf
 - 03) Estoppel Certificate.pdf
 - 04) Termination of Mem of Repurchase Option.pdf
 - 05) Trusette's Deed - Lehman to PAMI.pdf
 - 06) GBSD UPRR Ply Stadium.pdf

- 03 Pollution Legal Liability Select
 - Pollution Insurance PLS 8194919.pdf

- 04 Environmental Risk Management – Converse Consultant, August 23, 2000
 - 01) Environmental Risk Management 08-23-2000.pdf
 - 02) Risk-Based Evaluation 09-24-2002.pdf
 - 03) Hydrocarbon Free Product Plumes Map.pdf
 - 04) Soil Impact Map.pdf

- 05 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

- 06 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 &
 April 2, 2003
 - Exhibit 12 - Terracon Phase I & II Environmental Site Assessment.pdf
 - Phaselexec.pdf
 - Phasellexec.pdf

- 07 Preliminary Geotechnical Studies – Converse Consultants
 - Northern Prelim. Geotech.pdf
 - Soouthern Prelim. Geotech.pdf

- 08 Groundwater Monitoring Reports
 - 2nd Half 2005 Groundwater Report
 - Cover 2nd Half 2005 Groundwater Report.tif; DOC060509-003.tif;
 - DOC060509-004.tif; DOC060509.pdf; DOC060509.tif; DOC060509a.tif;
 - DOC060509b.tif; DOC060509c.tif; DOC060509d.tif; DOC060509e.tif;
 - DOC060509f.tif
 - Abandoned Wells July 2004
 - Abandoned Wells July 2004.pdf
 - Completion of Well Plugging Abandonment Former Las Vegas Rail
 Yard.htm
 - 01) 2nd Quarter 1991 Groundwater Report.pdf
 - 02) 2nd Quarter 2001 Groundwater Report.pdf
 - 03) 3rd Quarter 2001 Groundwater Report.pdf
 - 04) 4th Quarter 2001 Groundwater Report.pdf
 - 05) 1st Quarter 2002 Groundwater Report.pdf
 - 06) 2nd Quarter 2002 Groundwater Report.pdf
 - 07) 1st Half 2002 Semi-annual Compliance Report.pdf
 - 08) 3rd Quarter 2002 Groundwater Report.pdf
 - 09) 4th Quarter 2002 Groundwater Report.pdf
 - 10) 1st Half 2003 Groundwater Report.pdf
 - 11) 1st Half 2003 Semi-annual Compliance Report.pdf
 - 12) 2nd Half 2003 Groundwater Report.pdf
 - 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
 - 13a) UP letter Jan 7 2004.tif
 - 14) 1st Half 2004 Groundwater Report.pdf
 - 15) 1st Half 2004 Semi-annula Compliance Report.pdf
 - 15a) Well Monitoring Modification Plan 05-06-2004.tif
 - 16) 2nd Half 2004 Groundwater Report.pdf
 - 16a) TABLE 2 Groundwater Analytical Data 06-16-2004.xls
 - 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
 - 18) 1st Half 2005 Groundwater Report.pdf
 - 19) 1st Half 2005 Semi-annual Compliance Report.pdf

		20) NDEP letter on Groundwater monitoring 08-13-2008.pdf
		21) Monitoring Well MW-47 A & B abandonment.msg
		22) UPRR letter on Wells Abandonment and sampling.msg
		23) FW Waste Water Discharge Permit MSC-0002.msg
09	Maps	01) Remediation Depth.jpg 02) Uphcfreeprod.pdf 03) upenvscan012803ssm.pdf 04) Envirnmntal vs architectural.pdf 05) Master Plan Remaining Contamination.JPG 06) Master Plan Depth.JPG
10	Union Park Master Planning	
	BRT	- BRT - Grand Central borings 06-09-2007.pdf - BRT Stockpile Samples 08-27-2007 thru 09-07-2007.pdf - BRT Stockpile Samples 09-08-2007 thru 09-24-2007.pdf - BRT Stockpile Samples 09-25-2007 thru 10-05-2007.pdf - BRT Stockpile Samples 10-06-2007 thru 10-23-2007.pdf - BRT Stockpile Samples 10-24-2007 thru 11-12-2007.pdf - BRT Stockpile Samples 11-13-2007 thru 11-30-2007.pdf - BRT Stockpile Samples 12-1-2007 thru 12-31-2007.pdf
	Phase 1 Infrastructure	- Phase 1 Stockpile Samples 01-01-2009 thru 01-31-2009.pdf - Phase 1 Stockpile Samples 02-01-2009 thru 03-03-2009.pdf - Phase 1 Stockpile Samples 04-15-2008 thru 5-6-2008.pdf - Phase 1 Stockpile Samples 05-7-08 thru 6-10-08.pdf - Phase 1 Stockpile Samples 06-11-2008 thru 6-19-2008.pdf - Phase 1 Stockpile Samples 06-20-2008 thru 7-3-2008.pdf - Phase 1 Stockpile Samples 07-4-08 thru 8-8-08.pdf - Phase 1 Stockpile Samples 08-9-2008 thru 8-31-2008.pdf - Phase 1 Stockpile Samples 09-1-08 through 9-30-08.pdf - Phase 1 Stockpile Samples 10-1-2008 thru 10-31-2008.pdf - Phase 1 Stockpile Samples 11-1-2008 thru 11-30-2008.pdf - Phase 1 Stockpile Samples 12-1-2008 thru 12-31-2008.pdf - Soil Samples-Buried Drum- 04-21-09.pdf
		1) UnionParkSoil&GroundwaterManagementPlan03-21-2007.pdf
		2) Converse Risk Assessment Addendum - arsenic evaluation final – 07-03-2007.pdf
		3) Kleinfelder Soil and Groundwater Management Plan - arsenic addendum final 7-5-07.pdf
		Kleinfelder Phase I Environmental Site Assessment Update_Union Park 03-15-2007.pdf
		Un Park Roadway and Drain Geotech LVE7R220 Complete 06-15-2007.pdf
		Un Park Street Borings 06-15-2007.pdf
11	Additional Disclosures	- Depart of the Army Letter 12-09-2003.pdf - NDEP Letter 03-26-1998.pdf - Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf - Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf
Parcel A1 - Ruvo		01) Ruvo Pre-excavaton Sampling Summary 03-27-2007.pdf 02) Ruvo Mass Excavation Soil Report 05-10-2007- .pdf 03) Ruvo Sewer excavation report 06-07-2007.pdf 04) Ruvo Power Trench 06-29-2007.pdf 05) Ruvo Environmental Services 07-07-2006.pdf 06) LV Paving Job Ticket 07-19-2007.pdf 07) Ruvo Stockpile Testing Results 11-7-07.pdf 08) LV Paving Remediation Certificates 2008.pdf 09) Kleinfelder letter for Ruvo Site Excavation 02-13-2009.pdf

Parcel E - WJC
01) WJC Terracon limited site investigation 4-5-07.pdf
02) DRAFT Impacted Soil and Groundwater Work Plan WJC 07-19-2007.pdf
03) 2007-08-01_UP_3P_WJC_Remediation Cost Estimate.pdf

Parcel G - City Core
01) Charlie Palmer - City Core Prelim Geotech 08-27-2007.pdf
02) CITY CORE Phase 1 ESA 09-20-2007.pdf
03) City Core -soil cutting report Sept 2007.pdf
03a) City Core Pictures -soil cutting.pdf
04) City-Core Geotech 01-02-2008.pdf
04) Phase II ESA 12-13-2007.pdf
05) Site specific risk assessment - Sage Solutions 01-11-2008.pdf

Parcel H/I - PAC
Groundwater Smiths Center 10-23-2007.pdf
PAC Kleinfelder Risk Assessment 09-25-2006.pdf
PAC Remediation Cost Cap- Final 05-04-2007.pdf
PAC Soil Excavations 05-27-09 thru 6-12-09.pdf
PAC Soil Samples- 05-13-2009.pdf
PAC Terracon Geotech Report 05-23-2008.pdf
Soil Samples-Buried Drum- 04-16-09.pdf

Parcel J -
2007-11-19_UP-3P-Final Report Plates.pdf
2007-11-19_UP-3P-Parcel J - Final Subsurface Assessment Report.pdf

Parcel PQ – LiveWork
Plate 1 041608.pdf

Parcels C, D, F, L, N, O1 & O2 – Newland Communities
Kleinfelder Prelim Geotech Report on Parcel C 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel D 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel F 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O1 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O2 04-23-2007.pdf
Kleinfelder Vapor Survey of Parcels C,D,F, and O.pdf

EXHIBIT D

1. Definitions

“City Council” means the governing body of 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.

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.

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.

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.

<u>Block 2</u>	<u>Description</u>
	Subject Matter of Contract/Agreement
RFP#	

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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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: ____.

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

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public