EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "*Agreement*") is entered into this _____ day of November, 2009, by and between CITY PARKWAY IV A, INC., a Nevada nonprofit corporation (hereinafter "*CPIVA*") and the PH ICE, LLC, a Nevada Limited Liability Corporation (hereinafter "*PHI*"), on the terms and provisions set forth below. CPIVA and PHI may be referred to herein singularly as a "p*arty*" 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 desire to undertake a due diligence inquiry as to the feasibility of developing and operating an office building on the Site, including, without limitation, the preleasing of a portion of such building to a major tenant;

B. The Parties mutually intend that the design and development of the Site for the Project and all of the related parking requirements.

C. The Parties mutually desire to enter into this Agreement in order for CPIVA and PHI to investigate the feasibility of the intended development of the Project on the Site by PHI and to permit CPIVA to negotiate exclusively with PHI regarding a Development and Disposition Agreement (DDA) between CPIVA and PHI or its permitted designee; and

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

1. <u>Purpose and Term</u>. 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 4, 2010 (the "*Term*").

2. <u>Site</u>. The Project is to be developed on APN 139-27-401-301("the Site") which consists of approximately 228,859 gross square feet of land which is approximately 5.25 gross acres located at 301 W. Mesquite Ave in downtown Las Vegas, Nevada, as depicted on <u>Exhibit "A"</u> attached hereto and hereby made a part of this Agreement. The site is subject to ground leases by Three Star Auto Body and Nevada Ready Mix and a Viacom billboard. Negotiation and payment for the termination of these ground leases will be responsibility of PHI. The site is projected to be impacted by future freeway development by the

Nevada Department of Transportation (NDOT) as shown by the attached "Recommended Improvements to I-515". It shall be the responsibility of PHI to develop a site plan compatible with the NDOT proposal.

3. Project. CPIVA and PHI agree that the intended development of the Site will consist of an office building with integrated onsite parking providing all of the parking requirements of the Project with a preleasing of approximately 55,000 square feet for a lease term of at least ten years.

4. Feasibility Analysis.

(a) PHI agrees to conduct during the Term all activities required to determine the nature, scope and feasibility of the Project. PHI agrees and acknowledges that it will use all commercially reasonable efforts to perform its investigations and that the expeditious and timely performance of such tasks is a material consideration of PHI to enter into this Agreement. The failure of PHI to timely perform and complete its obligations hereunder as required shall be a default under this Agreement. 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 CPIVA upon the expiration or termination of this Agreement, unless PHI proceeds with its planned development. In the event that PHI does not proceed with the development of the Project, PHI shall cause such non-proprietary reports and studies to be delivered to CPIVA within thirty (30) days after the expiration or termination of this Agreement.

(a) CPIVA agrees on behalf of itself and its agents, that during the Term and during the term of the DDA it shall not 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 property owned by the City of Las Vegas or other City entity. CPIVA agrees that during the Term and during the term of the DDA, CPIVA shall not contact any parties with which PHI is in active negotiation with as a user of the Project ("*Potential User*"), provided, however, that (i) PHI has notified CPIVA in writing of any Potential User, (ii) in the event CPIVA or any third party is already in discussions with a Potential User in connection with Project, CPIVA 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, CPIVA or such third party may contact and consummate a transaction with any Potential User.

(d) CPIVA shall cooperate fully and timely, but at no cost to CPIVA, in providing PHI with appropriate information and assistance to support PHI's completion of the Tasks and implementation of the Development Concept. In particular, CPIVA shall provide PHI with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to CPIVA. CPIVA's designated representative for all matters under this Agreement is Scott Carter. PHI and CPIVA 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, PHI agrees to provide CPIVA with a monthly written status report of its feasibility analysis no later than the last day of each month.

5. PHI Developer Fee.

(a) PHI shall pay a refundable developers fee of $55,000 for the control of the site during the ENA and DDA negotiation period.

6. PHI Site Access.

(a) CPIVA authorizes PHI 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 PHI 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). PHI agrees that any delegation of its rights under this Section 5 shall not release PHI of any of its obligations and duties under this Section 5. This authorization does not authorize PHI to access or otherwise use any property not included within the Site so long as PHI 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, pursuant to which representatives of CPIVA or Union Pacific Railroad may have to receive advance notice thereof, PHI will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term upon seven (7) days advance notice. PHI 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 PHI's Due Diligence Investigations on the Site, PHI promptly will restore the Site at its sole cost and expense to substantially the same condition as existed as of the Effective Date, normal wear and tear and normal weather related conditions excepted. If PHI 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 PHI 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. PHI agrees that as an alternative to filling and recompacting borings with soil, PHI 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 CPIVA 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 PHI to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist PHI in its environmental due diligence, CPIVA has provided PHI with a copy of the documents identified in Exhibit "C" attached hereto and incorporated herein by reference. CPIVA makes no warranty as to the accuracy or completeness of any statement or data contained in or referred to by such documents.

(b) If PHI 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, PHI will promptly notify CPIVA in writing of such discovery. PHI 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 CPIVA's cost, disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPIVA 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 byphenyls, 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 "e*nvironmental laws*" means any past, present or future 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) PHI shall promptly deliver to CPIVA 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 PHI need not disclose any communication, written or oral, to the extent the same is protected by the attorney-client privilege.

(d) PHI covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for PHI in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with PHI'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 PHI's Due Diligence Investigations. PHI shall, at PHI'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) PHI hereby agrees to protect, indemnify, and hold CPIVA, the City of Las Vegas, 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 CPIVA, the City of Las Vegas or their respective officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPIVA, the City of Las Vegas and their respective officers, employees or agents, as a result of, or by reason of, or arising out of any negligent act or omission, in connection with the Due Diligence Investigations at the Site, of PHI or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, PHI, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. PHI agrees to obtain and to furnish to CPIVA prior to or concurrent with execution of this Authorization, 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 an "occurrence" basis and not on a "claims made" basis. CPIVA and the City of Las Vegas shall each be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the PHI'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 CPIVA, which approval shall not be unreasonably withheld, conditioned or delayed. CPIVA requires insurance carriers to maintain a Best's Key rating of "A VII" or higher; provided, however that PHI may self insure or maintain such insurance by PHI's captive insurance carrier. The Certificate shall indicate that neither the insurance company nor PHI can cancel the insurance without at least 10 days prior written notice to CPIVA. 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 PHI. PHI 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) In this connection, PHI expressly agrees, at its sole cost and expense, to defend CPIVA, the City of Las Vegas 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 any negligent act or omission of PHI, in connection with the Due Diligence Investigations at the Site, the City of Las Vegas, and their officers, employees and agents. If PHI fails so to do, CPIVA 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 PHI.

(g) PHI will be taking the Site "as-is" based entirely on its own investigations and studies and CPIVA 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, PHI agrees that neither CPIVA 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 except as provided for herein.

(h) The obligations and covenants of PHI 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.

6. <u>Disposition and Development Agreement; Effect of Agreement</u>.

(a) PHI and CPIVA agree to negotiate in good faith during the Term a form of Development and Disposition Agreement between CPIVA and PHI.

The parties acknowledge that, in compliance with the provisions of Nevada Revised Statutes, Chapter 268 and other applicable law, PHI, 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. That the City Council of the City of Las Vegas may adopt a formal resolution finding that it is in the best interests of the public to discount the fee for 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) PHI and CPIVA 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, (ii) the decision to enter into a

DDA will be at each party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required for CPIVA to enter into any DDA or other agreement relating to the Site and (iv) at any time during the Term, if PHI determines in its reasonable judgment that it is not feasible to move forward with the Project, PHI may terminate this Agreement with no further obligations or liability to CPIVA, except for such obligations or liabilities which survive the termination of this Agreement. PHI agrees and acknowledges that this Agreement creates no rights, title or interest in PHI whatsoever, legal, equitable or otherwise, in the Site including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, CPIVA is not committing itself to or agreeing to donate the land to PHI 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. This Agreement does not constitute an agreement for disposition of property. Execution of this Agreement by CPIVA is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by CPIVA as to any and all proceedings and decisions in connection therewith.

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

7. <u>PHI Control and Ownership</u>.

(a) PHI represents and warrants that it is a Nevada Limited Liability Company organized pursuant to the laws of the State of Nevada and PHI is duly authorized to do business in the State of Nevada.

(b) PHI is required to make full disclosure to CPIVA of its principals, officers and key managerial employees working on the Project, and all other material information concerning PHI. Any significant change in the principals, officers, development manager, and key managerial employees of PHI working on the Project are subject to the approval of CPIVA which shall not be withheld, conditioned or delayed in the commercially reasonable opinion of CPV. PHI will be required to submit a completed <u>Exhibit "B", Disclosure of Principals form,</u> which includes all principals, and members of PHI, as well as all persons and entities holding more than a 1% interest in PHI 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, PHI 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 CPIVA, who is authorized in such capacity and on behalf of CPIVA 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 CPIVA, who is authorized in such capacity and on behalf of CPIVA 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 CPIVA relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, CPIVA may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

10. Default; Appropriation.

(a) In the event PHI (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 CPIVA shall have the right to immediately terminate this Agreement upon written notice to PHI. Except as specifically provided for herein, PHI shall not be liable for any damages, lost profits, expense reimbursement, or any consequential damages incurred by PHI as a result of such termination.

(b) In the event CPIVA is in default of its obligations under this Agreement, PHI's sole and exclusive remedy will be to terminate this Agreement. Neither CPIVA nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of PHI or any consequential damages incurred by PHI as a result of such termination.

(c) No obligation assumed by or imposed upon CPIVA by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPIVA shall require the payment of money by CPIVA, or the performance of any action by CPIVA, the performance of which requires money from CPIVA, except to the extent that funds are available for such payment or performance from City appropriations therefore 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 CPIVA 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 PHI:

Richard Scott Worthington
President & Chief Operating Officer
THE MOLASKY GROUP OF COMPANIES
100 City Parkway, Suite 1700
Las Vegas, Nevada 89106
Phone: 702.735.0155
FAX: 702.737.7025
Cell: 702.249.8004
E-mail: richw@molaskyco.com

If to CPIVV:

William Arent, Acting Director
City Parkway IV - A, 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

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 CPIVA 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 PHI 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 PHI shall have the right to transfer all or part of its interest in this Agreement to an affiliate without the consent of CPIVA. 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 is 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 CPIVA and PHI 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 CPIVA or any other party, nor shall CPIVA have any third party have, any rights or benefits flowing from any agreement between PHI 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.

<u>CPIVA</u>	<u>PHI</u>
CITY PARKWAY IV-A, INC, a Nevada corporation	PH ICE, LLC, a Nevada Limited Liability Company
By William Arent, Director City Parkway IV - A, Inc.	By: Richard Scott Worthington
	____________________________ President & Chief Operating Officer
ATTEST:	Execution Date:
____________________________	____________________________
________________, Title	

APPROVED AS TO FORM:

Michael [illegible], Esq

Date: 10-26-09

LIST OF EXHIBITS

<u>EXHIBIT A</u>

Site Map

APN: 139-27-401-301
Approx.: 228,860 sq. ft.
W BONANZA RD
D ST
N MAIN ST
E MESQUITE AVE
STEWART AVE
N 1ST ST
W OGDEN AVE

EXHIBIT B

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. **Policy**

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

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

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

Block 1 Contracting Entity
Name PH ICE, LLC
Address **100 N. City Parkway #1700, Las Vegas, NV 89106**
Telephone **702-735-0155**
EIN or DUNS

Block 2 Description
Subject Matter of Contract/Agreement
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Irwin A. Molasky, Manager	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
2.	Alan Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
3.	Andrew Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
4.	Beth Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
5.	Steven Molasky, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
6.	Robert Frey, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
7.	Gary Frey, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
8.	Michael Frey, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
9.	Richard S. Worthington, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
10.	Bradley S. Sher, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155

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: N/A

Date of Attached Document: ____________________ Number of Pages: ____________

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

Irwin A. Molasky

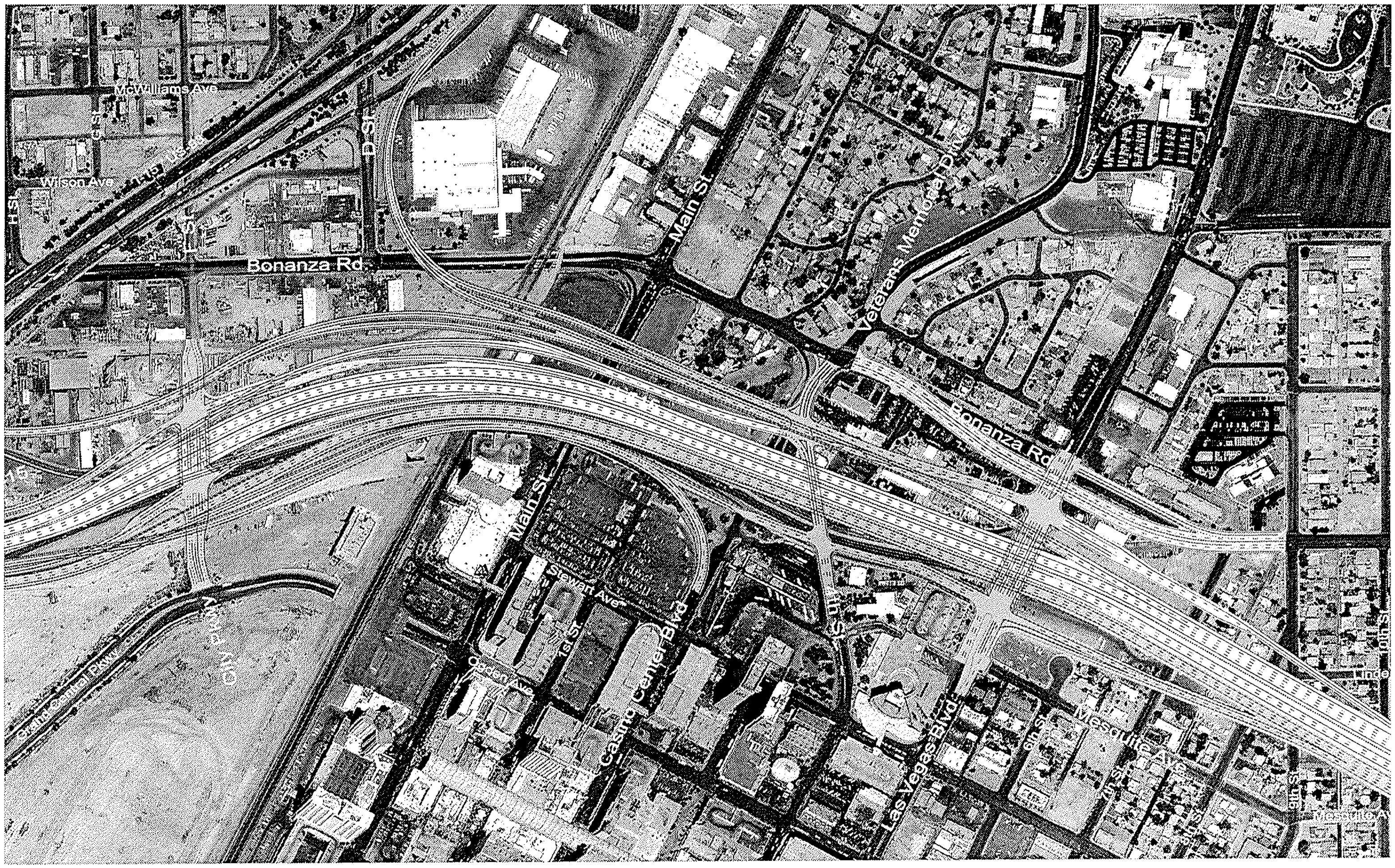
10/19/09
Date

Subscribed and sworn to before me this 19TH day of

OCTOBER, 2009

Notary Public

Notary Public - State of Nevada
County of Clark
LINDA CREGER
My Appointment Expires
No: 04-87684-1 March 8, 2012



MAINLINE I-515 & Associated Ramps
CD ROAD / I-15 RAMPS
AT-GRADE ROADWAYS
BONANZA ROAD REALIGNMENT

Recommended Improvements to I-515

F Street to Las Vegas Boulevard

PRELIMINARY - CONCEPTUAL ONLY - SUBJECT TO CHANGE

MAY 17, 2006