

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the 12th day of June, 2011 by and among CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. CPV and Developer have entered into the ENA (hereinafter defined) whereby Developer has conducted a feasibility analysis of development of the Project (hereinafter defined) within the real estate development owned by CPV and known as "*Symphony Park*";

B. CPV desires to convey to Developer, and Developer desires to accept the conveyance of, the site for the development of a non-profit medical campus by Developer on those Parcels J, A-2, B and K in Symphony Park as depicted in the Site Plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto (the "*Site*").

C. CPV and Developer mutually desire to enter into this Agreement to set forth their agreements as to the conveyance of the Parcels (hereinafter defined) constituting the Site to Developer and the development of the Project (hereinafter defined) on the Parcels.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. CPV's purpose in entering into this Agreement is to effectuate job creation and economic benefit for the City. The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions.

"*Affiliate*" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person and shall include, but not be limited to, successors by merger to such Person and wholly owned subsidiaries of such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

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“*Agency*” means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

“*Agreement*” has the meaning set forth in the preamble to this Agreement.

“*Cash Balance Due*” has the meaning set forth in Section 5.2 below.

“*City*” means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

“*City Council*” means the city council of the City of Las Vegas.

“*Close of Escrow*” and/or “*Closing*” means the consummation of the acquisition by Developer of fee title to a Parcel, which shall be evidenced by the recording of a Deed in the Official Records, Clark County, Nevada.

“*Closing Date*” has the meaning set forth in Section 10.1.

“*Controlling Interest*” means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

“*CPV*” has the meaning set forth in the opening paragraph of this Agreement and includes CPV's successors and assigns as permitted under this Agreement.

“*Deed*” means CPV's Grant, Bargain and Sale deed in the form of Exhibit C attached hereto.

“*Developer*” has the meaning set forth in the opening paragraph of this Agreement and includes Developer's successors and assigns as permitted under this Agreement.

“*Developer Master Plan*” means that certain master plan for the development of the Parcels prepared by Developer and attached hereto as Exhibit D.

“*Design Standards*” means the Union Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments or restatements thereto adopted by the City Council.

“*Earnest Money Deposit*” has the meaning set forth in Section 4.1(d).

“*Effective Date*” has the meaning set forth in Section 19.

“*Election Notice*” has the meaning set forth in Section 4.1(b)(i) below.

“*ENA*” means the Exclusive Negotiation Agreement between the Parties dated February 28, 2009, as amended and as it may be further amended from time to time.

“*Environmental Claim*” means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations,

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proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

“Environmental Law” shall have the meaning set forth in the PEMA.

“Escrow” has the meaning set forth in Section 9.1.

“Escrow Agent” has the meaning set forth in Section 9.1.

“Final Approved Parcel Project” has the meaning set forth in Section 6.3(a).

“Governmental Authority” or *“Governmental Authorities”* means (i) the United States of America, the State of Nevada, the City, the County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

“Hazardous Substance” shall have the meaning set forth in the PEMA.

“Indemnitor” has the meaning set forth in Section 8.

“Information Return” has the meaning set forth in Section 9.5(e).

“Initial Notice” has the meaning set forth in Section 4.1(b)(iii).

“Liabilities” means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

“Non-Foreign Transferor Declaration” has the meaning set forth in Section 9.3(a)(iv).

“NRS” means Nevada Revised Statutes, as amended from time to time.

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“Parcel J”, “Parcel A-2”, “Parcel B” and “Parcel K” are those parcels of land located within the Site respectively shown on Exhibit A attached hereto and legally described on Exhibit B attached hereto.

“Parcel JK” means Parcel J and Parcel K collectively.

“Parcel JK Scope of Development” is Exhibit E attached hereto.

“Parcel JK Schedule of Performance” is Exhibit F attached hereto.

“Parcels” means Parcel JK, Parcel A-2 and Parcel B collectively.

“Parcel Closing Deadline” has the meaning set forth in Section 4(b)(i) below.

“Parcel JK DSLURS” means those Parcel JK Project DSLURS of Special Land Use Restrictions in the form of Exhibit G attached hereto.

“Parcel Project” means the project approved to be constructed on a specific Parcel.

“Parking Lease Agreement” means the Parking Lease Agreement in the form attached hereto as Exhibit H.

“Party” has the meaning set forth in the preamble to this Agreement.

“Parties” has the meaning set forth in the preamble to this Agreement.

“PEMA” means the Project Environmental Management Agreement Set forth in Exhibit I attached hereto, as it may be amended from time to time.

“Person” means any individual, corporation, partnership, limited partnership, Limited Liability Company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof.

“Project” means a multi-disciplinary medical campus to be constructed on the Site as set forth in the Developer Master Plan operated exclusively on a non-profit basis.

“Project DSLURS” means that certain Project Declaration of Special Land Use Restrictions and Option to Repurchase in the form set forth in Exhibit J attached hereto.

“Purchase Price” has the meaning set forth in Section 5 below.

“Recorder’s Office” means the Office of the Recorder of Clark County, Nevada.

“Releasing Parties” has the meaning set forth in Section 14.3(a).

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“*Required Approvals*” means all approvals and permits necessary under the Requirements for the development, construction and operation of a Parcel Project, including without limitation, the issuance of a building permit for the construction of such Parcel Project.

“*Requirement*” means (i) the applicable laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders, policies and requirements of the Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City; the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions; and the City of Las Vegas Economic Development Projects Employment Plan adopted on April 6, 2011 as Resolution No. 13-2011); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term “*Requirement*” includes the Symphony Park Documents, as such may be amended from time to time, and the Design Standards, as such may be amended from time to time, provided, however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development phase for a Parcel Project, any subsequent amendments to the Symphony Park Documents shall not be applicable to such Parcel Project.

“*Schedule of Performance*” means the schedule of performance set forth in Exhibit K attached hereto, as it may be amended from time to time.

“*Site*” has the meaning set forth in Recital B.

“*SP Master Plan*” means that Master Plan for Union Park approved by the Planning Commission of the City on October 5, 2006 and approved by the Council on November 1, 2006, as such has and may be amended or modified from time to time.

“*SPDRC*” means the design review committee created and operating pursuant to the Design Standards.

“*Symphony Park*” has the meaning set forth in Recital A.

“*Symphony Park Documents*” has the meaning set forth in Section 6.5.

“*Title Policy*” has the meaning set forth in Section 12.

“*Unavoidable Delay*” means any prevention, delay or stoppage due to any of the following (provided that such prevention, delay or stoppage is beyond the claiming Party’s reasonable control): strikes, lockouts, labor disputes, slowdowns, acts of God, inability to obtain labor or materials at a commercially reasonable cost, war, enemy action, acts of terrorism, civil commotion, fire, casualty, abnormal weather conditions, unknown subsurface conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Site, a court order which causes a delay (unless resulting from disputes between or among the

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or shareholders of such alleging party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging party), or other such cause beyond such Party's reasonable control other than the application of a Requirement. Any delay resulting from Hazardous Substances on the Site or a Parcel shall not constitute Unavoidable Delay.

"*UPRR Lawsuit*" means that certain lawsuit filed in the United States District Court of Nevada, Case No.: 2:09-cv-01299-PMP-GWF with CPV, as plaintiff, and Union Pacific Railroad Company, as defendant.

2. THE SITE AND THE PROJECT.

The "*Site*" consists of the Parcels.

3. PARTIES TO THE AGREEMENT

3.1 CPV. The office of CPV is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. CPV shall have the right to assign CPV's interest under this Agreement (i) to the City or an Affiliate thereof and (ii) to a purchaser of all of Symphony Park or a purchaser of a portion of Symphony Park that includes the Site, provided, however, that such assignee agrees in writing to assume all of CPV's obligations under this Agreement. Upon such assignment and assumption, CPV shall have no further obligations or liabilities under this Agreement.

3.2 Developer. Developer is the Cleveland Clinic Foundation, an Ohio non-profit corporation. Developer's principal office is located at 9500 Euclid Avenue, Cleveland, Ohio 44195. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit L, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer (excluding primary, secondary or high yield financiers). Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City and CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer and CPV agree that:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CPV, which approval may be withheld at CPV's sole discretion. Developer agrees that a transfer of the equity interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement. Notwithstanding the foregoing, Developer may transfer or assign this Agreement without obtaining CPV's prior written approval to a Developer Affiliate so long as such Affiliate is non-

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profit Person. In the event of a transfer or assignment to a Developer Affiliate, Developer shall provide written notice to CPV along with a disclosure of principals required by Section 3.2 above.

This Agreement may be terminated by CPV if there is any change (voluntary or involuntary) in the membership or control of Developer except as expressly provided herein. Upon such termination Developer shall have no further rights under this Agreement nor any right to acquire any remaining Parcel not acquired by Developer prior to termination. Notwithstanding such termination, Developer shall maintain all rights it has under this Agreement or otherwise in connection with all Parcels acquired by Developer prior to such termination of this Agreement, and Developer shall maintain full development rights to all such Parcels.

(c) CPV shall have thirty (30) days after Developer (i) gives written notice to CPV of a proposed assignment or transfer to any Person (who must be a non-profit Person) requiring CPV's approval hereunder; and (ii) provides CPV with such information as reasonably required by CPV to make an informed decision to review and approve such assignment or transfer. Failure of CPV to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CPV unless approval of the City Council is required in which case the time for such approval will be extended to the time reasonably necessary for CPV to comply with the required and customary procedures for obtaining approval of the City Council.

4. ACQUISITION OF THE SITE AND PURCHASE PRICE.

4.1 Parcel Acquisition.

(a) CPV agrees to convey to Developer, and Developer agrees to accept the conveyance of, the Site on the terms and conditions provided herein.

(b) (i) Developer will acquire the Site in separate phases in order to develop a distinct Parcel Project on each Parcel. Subject to the provisions of Section 4(b)(iii) it is the current intention of Developer that Parcel JK will be the first phase of development of the Project and shall be developed pursuant to Section 6.2 below. Developer will deliver to CPV a written notice (the "*Election Notice*") at least one hundred twenty (120) days before the scheduled Closing date of each Parcel. Each Election Notice must be accompanied by a revised Developer Master Plan and phasing plan for the Project. Each Election Notice shall (i) be accompanied by an updated Schedule of Performance for the Final Approved Parcel Project for such Parcel and (ii) specify a date for the scheduled Closing for such Parcel. The Closing for each Parcel shall occur no later than the outside Closing date set forth in Section 4(b)(iii) for each Parcel, the "*Parcel Closing Deadline*"). Each Parcel Closing Deadline is subject to automatic extension due to (i) delay in the fulfillment of any of Developer's conditions precedent specified in Section 10.1 below, unless such delay is caused by Developer, and (ii) Unavoidable Delay.

(ii) In the event Developer fails to close the acquisition of a Parcel by a required Parcel Closing Deadline (subject to automatic extension due to (i) delay in the fulfillment of any of Developer's conditions precedent specified in Section 10.1 below,

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unless such delay is caused by Developer, and (ii) Unavoidable Delay), then this Agreement may be terminated by CPV in accordance with Section 17.2(a) below, and Developer shall have no further rights in connection with any Parcel not acquired by Developer prior to termination of this Agreement. Notwithstanding such termination, Developer shall maintain all rights it has under this Agreement or otherwise in connection with all Parcels that Developer has acquired prior to termination of this Agreement, and Developer shall maintain full development rights to such Parcels.

(iii) Developer and CPV agree that (i) Developer can acquire the Parcels in any order determined by Developer in its sole discretion provided that Developer gives notice to CPV no later than December 31, 2014 (the "*Initial Notice*") of which Parcels it will acquire and the order in which the Parcels will be acquired and (ii) the required Parcel Closing Deadlines for the acquisition of each Parcel identified in the Initial Notice shall be 12/31/16 for the first Parcel, 12/31/18 for the second Parcel if so identified in the Initial Notice and 12/31/20 for the third Parcel if so identified in the Initial Notice, respectively.

(iv) CPV agrees that prior to the Closing for Parcel JK, CPV, at its cost and expense, shall submit and process all required applications to the applicable Governmental Authorities for the consolidation of Parcel J and Parcel K into one legal parcel of land.

(c) Developer agrees that Developer's right to acquire additional Parcels subsequent to the first Closing shall be contingent upon the condition that all phases of the Parcel Project for any Parcel previously acquired by Developer be complete or under continuous vertical construction prior to the Close of Escrow for the subsequent Parcel.

(d) Developer agrees that along with the Initial Notice, Developer shall deposit in Escrow the sum of five hundred thousand (\$500,000) (the "*Earnest Money Deposit*") within thirty (30) days following delivery of the Initial Notice. The Earnest Money Deposit shall be held by the Escrow Agent as security for the performance by Developer of Developer's agreement to close the acquisition of all of those Parcels identified in the Initial Notice. CPV agrees that as Developer closes the acquisition of a Parcel identified in the Initial Notice, a pro rata portion of the Earnest Money Deposit shall be refunded to Developer at the Closing of the acquisition of such Parcel identified in the Initial Notice. By way of example only, (i) in the event Developer notifies CPV in the Initial Notice that Developer will be acquiring three (3) Parcels, then one-third (1/3) of the Deposit will be refunded to Developer at the Closing of each Parcel acquisition, (ii) in the event Developer notifies CPV in the Initial Notice that Developer will be acquiring two (2) Parcels, then one-half (1/2) of the Deposit will be refunded to Developer at the Closing of a Parcel acquisition and (iii) in the event Developer notifies CPV in the Initial Notice that it will be acquiring only one (1) Parcel then the entire Deposit will be refunded to Developer at the closing of the Parcel acquisition. In the event Developer does not close the acquisition of a Parcel identified in the Initial Notice by its respective Parcel Closing Deadline and this Agreement is terminated pursuant to Section 17.2(a) below, the then entire remaining amount of the Earnest Money Deposit shall be forfeited in full to CPV as set forth in Section 17.2(b) below.

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(e) In the event (i) that Developer fails to deliver the Initial Notice or notifies CPV in the Initial Notice that it does not intend to develop any of the Parcels or (ii) Developer fails to deposit in Escrow the Earnest Money Deposit as required, then Developer shall have no further rights hereunder in connection with any Parcels and this Agreement shall automatically terminate and be of no further force and effect. In addition, in the event Developer notifies CPV in the Initial Notice that Developer will not be acquiring all three Parcels, then those Parcels that are not to be acquired by Developer will automatically, as of the date of the Initial Notice, no longer be subject to this Agreement and Developer shall have no further rights or interest in connection with such Parcels that are not to be acquired by Developer.

5. PURCHASE PRICE AND PAYMENT OF THE PURCHASE PRICE.

5.1 The purchase price ("*Purchase Price*") for the Parcels and payment thereof shall be as follows:

(a) Parcel JK. The Purchase Price for Parcel JK shall be one dollar (\$1.00).

(b) Parcel A-2. The Purchase Price for Parcel A-2 shall be one dollar (\$1.00).

(c) Parcel B. The purchase price of Parcel B shall be the Fair Market Value of such Parcel as determined by the appraisal process set forth in Section 5(d) below. The Parties agree to comply with the appraisal and other procedures specified in NRS 268.059 through 268.063 in connection with the sale of Parcel B to obtain City Council approval of a resolution finding that the sale of the Parcel B either (a) is at a value equal to or higher than the higher of two appraised values determined by the appraisal process in NRS 268.059, or (b) meets the economic development exemption requirements prescribed by NRS 268.063.

(d) Appraisal Process. The fair market value of Parcel B shall be determined as of the Closing Date. The fair market value shall be the appraised fair market value of Parcel B based upon the blended (meaning arithmetic average) square foot purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of Parcel B taking into account the existing condition, size and configuration of the such Parcel and making the assumption that the Parcel will be used as intended by Developer. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in Clark County, Nevada, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by the City, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than one hundred twenty (120) days prior to the Closing Date for Parcel B, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and the City upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be

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concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by the City, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of the remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal no later than thirty (30) days from the date of designation of the third appraiser hereunder and each of CPV and Developer shall thereafter have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review the same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such thirty (30) day period conclusively shall constitute such Party's waiver of its right to so comment.

5.2 Cash Balance Due. The respective Purchase Price for such Parcel shall be paid upon the Close of Escrow for each Parcel (the "*Cash Balance Due*").

6. SITE DEVELOPMENT

6.1 Generally.

(a) The Parties agree that the development of the Project on the Site and each Parcel Project shall be in accordance with the Developer Master Plan and the SP Master Plan including the suggested square footage and parking space requirements as specified in the SP Master Plan.

(b) The Parties acknowledge that the Developer Master Plan may evolve and be modified over time. Developer agrees that any modifications to the Developer Master Plan will require the approval of CPV and the SPDRC and must be in compliance with the SP Master Plan.

(c) Developer agrees that the Project and each Parcel Project, including individual Parcel Projects, shall be operated on a non-profit basis and that the Parcel JK DSLURS and the Project DSLURS shall require that each Parcel Project be operated on a non-profit basis except for such for profit uses as provided for therein.

6.2 Parcel JK. Subject to the provisions of Section 4.1(b)(iii) hereof, the Parties agree that it is the current intention of Developer that Parcel JK shall be the first phase of development of the Project. The Parcel Project for Parcel JK shall be as described in the Parcel JK Scope of Development and shall be designed and constructed pursuant to the Parcel JK Schedule of Performance. In accordance with the Parcel JK Schedule of Performance, Developer

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is required to design and, subject to Section 6.3(a) hereof, obtain all Required Approvals for Parcel JK Parcel Project within the timelines set forth in the Parcel JK Schedule of Performance.

6.3 Project Planning and Development; Project Parking

(a) The Parties agree that the balance of the Parcels, other than Parcel JK, shall be planned, designed and permitted as set forth in the Schedule of Performance. In accordance with the Schedule of Performance, Developer is required, subject to the provisions in this Section 6.3(a), to obtain all Required Approvals for the respective Parcel Projects for each of the Parcels within the timelines set forth in the Schedule of Performance. Any Parcel Project (including Parcel JK pursuant to the Parcel JK Schedule of Performance) that has obtained all Required Approvals is referred to herein as a "*Final Approved Parcel Project*." Notwithstanding anything to the contrary contained herein, the requirement that Developer must achieve a Final Approved Parcel Project for a Parcel prior to the Closing for such Parcel shall only require Developer to obtain those approvals that can be legally obtained by Developer prior to such Closing.

(b) The costs for all permits and approvals for the development of the Project shall be borne exclusively by Developer. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the appropriate agency having approval authority over the Project. Developer acknowledges that CPV has no authority to issue or expedite any such permits or approvals.

(c) Developer acknowledges that in the event the Developer notifies CPV in the Initial Notice that it will be acquiring only one (1) Parcel, then Developer will have no parking rights whatsoever in any other part of Symphony Park and the Parties will not enter into the Parking Lease Agreement. In the event Developer notifies CPV in the Initial Notice that it will be acquiring more than one Parcel, then the Parties shall enter into at the Closing for the first Parcel acquired by Developer the Parking Lease Agreement in order to provide Developer temporary offsite parking for the phased development of the Parcels to be acquired by Developer. The parking will be on those Parcels identified by Developer in the Initial Notice to be acquired by Developer after the first Parcel to be acquired by Developer. Developer and CPV acknowledge that (i) the Parking Lease Agreement will have a fixed term expiring on the earlier of (i) the date which is the scheduled closing date for the last Parcel identified in the Initial Notice or (ii) the date on which Developer's rights to acquire any Parcels in the Initial Notice have been terminated pursuant to Section 17.2(a) of this Agreement and upon expiration of such term, Developer will have to provide all parking for the Parcel Project on Parcels acquired by Developer and, except for the applicable provisions of the Development Declaration, Parking Agreement and Right of First Refusal between CPV and Keep Memory alive dated May 2, 2007 (the "DPR"), CPV shall have no further obligation to provide offsite parking to such Parcel Project any parking whatsoever within Symphony Park. Developer further acknowledges that all parking for the Project shall be located within the Project itself. Developer further agrees and acknowledges that except for the Parking Lease Agreement and as provided in the DPR, CPV, the City, the Agency or any Affiliates thereof shall have no obligations whatsoever to provide any other structured parking or surface parking in connection with the development of the Project and/or any Parcel Project. Upon the terms and conditions set forth in the DSLURS,

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Developer agrees to construct a parking garage within the Project sufficient to support vehicular parking for all phases within the Project as well as that of the Cleveland Clinic Lou Ruvo Center for Brain Health. CPV acknowledges that Developer may provide its own parking plan internal to the Project as part of the overall design of the Project.

(d) Exhibit O attached hereto is a schedule and description of various easements and development requirements for Parcel JK which will be required in connection with the development of the Parcel JK in order to accommodate the overall development of Symphony Park.

6.4 Financing. Prior to a Close of Escrow for a Parcel, Developer shall submit to CPV evidence reasonably satisfactory to CPV that Developer has firm and binding commitments for the equity capital and construction financing necessary for development of the respective Parcel Project or that such construction financing shall be funded by Developer. Such financing shall be subject to the approval of CPV which approval will not be unreasonably withheld, conditioned or delayed.

6.5 Symphony Park Documents. Developer and CPV agree that the Site and the Project shall be part of the Symphony Park Owners Association and in connection therewith the Site and the Project shall be subject to the following which have been delivered to Developer pursuant to letter dated June 22, 2010: (a) the Charter for Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, (c) the by-laws of the Symphony Park Master Association, the Design Standards; (e) the rules and regulations of the Symphony Park Master Association adopted from time to time; and (f) the Project DSLURS of Shared Parking Covenants, Conditions and Restrictions for Symphony Park (collectively referred to herein as the "*Symphony Park Documents*"). Developer agrees to accept the Site subject to the Symphony Park Documents as any may be amended, modified or restated from time to time. Developer acknowledges receipt of copies of the Symphony Park Documents pursuant to such letter dated June 22, 2010.

6.6 Unrestricted Gaming Restriction. Developer agrees that each Deed conveying any of the parcels to Developer will contain a restriction on the Site prohibiting any use of the Site that would require an unrestricted gaming license as defined in NRS 463.0177. Such restriction will run in favor of, and be enforceable by, any owner of any parcel within Symphony Park on which a use requiring an unrestricted gaming license pursuant to the NRS 463.0177 is operated or is intended to be operated. Such restriction will be in effect for a period of sixty (60) years from the date of recordation of the Deed.

6.7 CPV Obligations.

(a) Except for CPV's contribution and indemnity obligations pursuant to the PEMA, Developer agrees that CPV, the City, the Agency or any Affiliates thereof shall not have any obligation whatsoever to contribute any funds or construct any on-site improvements in connection with the development of the Project and/or any Parcel Project.

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(b) Except for CPV's contribution and indemnity obligations pursuant to the PEMA, Developer agrees that 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. Except for CPV's contribution and indemnity obligations pursuant to the PEMA, this Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies for the performance of any obligations of CPV under this Agreement.

6.8 Developer Reporting. Developer agrees that its designated representatives who are the most knowledgeable with the Project will meet quarterly with representatives of CPV to provide updates to CPV on the status of Developer's efforts in determining the feasibility of developing the Project. The reporting to CPV by Developer will include those matters set forth on Exhibit N attached hereto. In addition, Developer agrees that such representatives shall appear at meetings of the City Council no less than once a year to report on the status of Developer's efforts in connection with the Project and at such other times as reasonably requested by CPV. Developer further agrees that once construction of a Parcel Project has commenced, such Developer representatives shall meet monthly with CPV.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CPV's Representations. CPV represents and warrants that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS.

(b) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement.

(c) The execution of this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement or Project DSLURS by CPV does not violate any provision of any other agreement to which CPV or the City is a party.

(d) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPV are necessary in connection with the execution of this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS by CPV or with the performance by CPV of its obligations hereunder or under any of the other attached exhibits.

(e) Except for that certain Parking License Agreement dated July 7, 2010 between the Parties, there are no leases, encumbrances or options to lease or purchase affecting the Site.

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

(f) Except as has been or may be specifically disclosed in writing to Developer by CPV, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(g) Except as has been or may be specifically disclosed in writing to Developer by CPV, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement, the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS.

(h) Except for the UPRR Lawsuit or as may otherwise be specifically disclosed in writing by CPV, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

(i) Except as has been or may be specifically disclosed in writing by CPV, the execution, delivery and performance of this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS by CPV will not (x) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site; or (y) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement. CPV is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(j) CPV is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

7.2 Developer's Representations. Developer represents and warrants to CPV that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) Developer is a non-profit company duly organized and existing under the laws of the State of Ohio.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS.

(c) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS.

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

(d) The execution of this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS by Developer or with the performance by Developer of its obligations under this Agreement, the PEMA the Parcel JK DSLURS, the Surface Parking Agreement or the Project DSLURS.

(f) Developer is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement, the Parcel JK DSLURS, the Surface Parking Agreement or the Project DSLURS.

8. BROKERS.

Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby. The agreement of CPV to indemnify and hold Developer harmless is subject to the limitations and immunities granted by Chapter 41 of the Nevada Revised Statutes.

9. ESCROW

9.1 Escrow and Escrow Instructions. CPV and Developer agree to open an escrow account ("*Escrow*") with Nevada Title Company, 2500 North Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, Attention: Kristin Ravelo as escrow agent ("*Escrow Agent*"), within three (3) business days after both Parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPV and Developer, and a fully executed copy of the Agreement shall be delivered to Escrow Agent upon the opening of escrow. CPV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

indicating its acceptance of the provisions of this Section 9 in writing, delivered to CPV and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Developer's Escrow Deposits.

(a) Not later than one (1) business day prior to a Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Cash Balance Due plus any prorations due from Developer or CPV pursuant to Section 13 below;

(ii) two (2) original copies, duly executed and acknowledged by Developer, of the Parcel JK DSLURS (in connection with the Closing of Parcel JK) and the Project DSLURS (in the case of a Closing of a Parcel other than Parcel JK);

(iii) two (2) original copies of the Parking Lease Agreement (if applicable) duly executed and acknowledged by Developer;

(iv) any all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents;

(v) developer's certificate signed by an officer of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(vi) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not later than one business day prior to the scheduled date for a Closing:

(i) all of the premium and costs for the Title Policy and for any special endorsements to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county and/or city documentary transfer tax, if any;

(iii) all of the recording costs for the Parcel JK DSLURS or Project DSLURS, if any; and

(iv) all fees of Escrow Agent.

9.3 CPV's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CPV will deposit with Escrow Agent the following:

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

- (i) the Deed duly executed and acknowledged by CPV;
 - (ii) two (2) original copies, duly executed and acknowledged by CPV, of the Parcel JK DSLURS (in connection with the closing of Parcel JK) and the Project DSLURS (in the case of a Closing of a Parcel other than Parcel JK);
 - (iii) two (2) original copies of the Parking Lease Agreement (if applicable) duly executed and acknowledged by CPV;
 - (iv) a non-foreign transferor Project DSLURS in customary form (the "*Non-Foreign Transferor Declaration*") duly executed by CPV;
 - (v) CPV's certificate signed by the President or a Vice President of CPV that all of CPV's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and
 - (vi) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.
- (b) CPV shall be charged with the following fees, charges and costs after Escrow Agent has notified CPV of the amount of such fees, charges and costs, which shall be deducted from CPV's proceeds at the Close of Escrow:

- (i) ad valorem taxes, if any, upon the Site for any time prior to conveyance of title including the full amount of any special assessments assessed against any of the Project Parcels prior to the Closing Date of any such Parcels whether due and payable prior to or after such Closing Date and
- (ii) any prorations due from CPV pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

- (a) Record the Deed and then any and all instruments required to be recorded pursuant to the Symphony Park Documents as it relates to the Site and then original counterparts of the Parcel JK DSLURS or Project DSLURS, as the case may be.

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

(b) Deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Purchase Price as appropriately adjusted by CPV's closing costs in accordance with Section 9.3(b) above.

(c) In connection with the Closing of each Parcel to be acquired as identified in the Initial Notice only, deliver to Developer, by wire transfer or intrabank transfer funds, that portion of the Earnest Money Deposit as required to be refunded in accordance with Section 4.1(d) and all interest and earnings thereon.

(d) Deliver to Developer the Title Policy.

(e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CPV: (i) a copy of the Deed as recorded; (ii) the original recorded Parcel JK DSLUR or Project DSLURS, as the case may be in counterparts; (iii) an original of the Parking Lease Agreement in counterparts; (iv) the original of all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents; (v) plain copies of the real property transfer tax declaration; and (vi) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed as recorded; (ii) an original of the Parcel JK DSLUR or Project DSLURS, as the case may be, in counterparts; (iii) in connection with the Closing of Parcel JK only, an original of the Parking Lease Agreement in counterparts; (iv) plain copies of all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents; (v) plain copies of the real property transfer tax declaration; (vi) the original of the Non-Foreign Transferor Declaration; and (vii) the original of CPV's certificate as to its representations and warranties.

9.7 Funds. Unless otherwise instructed, all funds received in Escrow, including the Earnest Money Deposit, shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any federally insured state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts as approved by Developer and CPV. Developer shall have the right to instruct Escrow Agent to invest such funds, including the Earnest Money Deposit, in an interest bearing account, U.S. Treasury Bills or Notes or such other prudent investments as approved by CPV in writing. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer and applied to the Purchase Price.

DISPOSITION AND DEVELOPMENT AGREEMENT
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9.8 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPV and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CPV or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CPV and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CPV or Developer, along with a copy to the other party, shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CPV and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 13, inclusive, of this Agreement.

10. CONDITIONS TO CLOSE OF ESCROW

10.1 Conditions to Developer's Obligation to Close. Subject to the terms of this Agreement, the Closings shall be completed on or before the dates (each a "*Closing Date*") prescribed in Section 4.1(b)(iii) above. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with a Close of Escrow for a Parcel is subject to the fulfillment or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived prior to such Close of Escrow:

(a) CPV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CPV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CPV as required herein;

(b) Escrow Agent is prepared to issue the Title Policy showing title to the parcel to be in the condition provided for herein; and

(c) CPV's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to CPV's Obligation to Close. Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with a Close of Escrow for a Parcel is

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

subject to the fulfillment or waiver by CPV of each of the conditions precedent described below, which are solely for the benefit of CPV and which shall be fulfilled or waived prior to such Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein;

(b) Developer has submitted to CPV the evidence of financing availability for the Parcel Project as required by Section 6.4 above;

(c) Developer's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing;

(d) Subject to the last sentence of Section 6.3(a) above, Developer has obtained a Final Approved Parcel Project for the development of the respective Parcel; and

(e) each phase of the Parcel Projects for all Parcels previously acquired by Developer must be completed and/or in full vertical and continuous construction.

10.3 Possession. Possession to a Parcel shall be delivered to Developer concurrently with the conveyance of title to the Parcel.

11. **CONDITION OF TITLE.** CPV shall convey to Developer fee simple title to the Parcels subject to only to those exceptions and matters which do not, in Developer's reasonable discretion, materially interfere or restrict the development of the Site. A Preliminary Title Report issued by Nevada Title Company dated as of _____ as Order Number _____ is set forth on Exhibit M attached hereto

12. **TITLE INSURANCE.** Concurrently with recordation of a Deed to a Parcel, and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount designated by Developer issued by Escrow Agent insuring that title to the respective Parcel is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay the cost of the Title Policy and the full cost of any special endorsements requested by Developer.

13. **PRORATIONS.** Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of CPV, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CPV and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CPV to Developer or by Developer to CPV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the

DISPOSITION AND DEVELOPMENT AGREEMENT
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Close of Escrow, but not more than ninety (90) days thereafter, and either CPV or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. FEASIBILITY REVIEW; AS-IS SALE

14.1 Feasibility Review.

(a) Commencing on the Effective Date and thereafter, Developer, and its respective employees, agents, representatives, architects, attorneys, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior 24-hour written notice given to the CPV (which may be by email), and subject to the remaining provisions of this Section 14.1, to enter the Site and conduct such investigations as the Developer in its discretion may desire or authorize in order to evaluate the desirability of its developing the Project and/or any Parcel Projects, it being agreed that any delegation of its rights under this Section 14.1 shall not release Developer of any of its obligations and duties to the CPV under this Article 14.

(b) (i) CPV and its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer or any Due Diligence Authorized Parties, (ii) Developer and its Due Diligence Authorized Parties shall conduct their investigations in a manner so as to minimize interference with Site occupants and the operations, and otherwise in accordance with standards customarily employed in the industry and all Requirements, (iii) Developer shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Site, and all persons who perform labor upon the Site, in connection with investigations, shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to investigations and shall, promptly remove any lien filed against the Site for work performed or materials delivered connection with the investigations, (iv) Developer promptly shall restore to the extent practicable any portion(s) of the Site disturbed by its investigations, and (v) if Developer 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, or, as an alternative to filling and recompacting borings with soil, Developer shall have the right to fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells. The foregoing 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 Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

Developer Indemnity. Developer hereby agrees to indemnify, hold harmless and defend CPV, the City, and officers, employees and agents (individually and collectively, the "*City Parties*"), from and against any and all Liabilities incurred by any of the City Parties arising out of or in connection with the Developer's investigations at the Site. Notwithstanding the foregoing, Developer shall have no duty hereunder to indemnify the City Parties from or against any Liabilities arising from the negligence or willful misconduct of any one or more of the City Parties. Developer shall deliver to the City concurrently herewith a certificate of insurance substantiating coverage in a minimum amount of \$2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability,

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naming the City as an additional insured. If the Developer maintains such coverage on a claims made basis, it will either maintain such coverages for three (3) years after the Due Diligence period or purchase a tail policy for a period of three (3) years thereafter. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be disclosed and entered on the required certificate of insurance and shall be no lower than "A VII". The Parties agree that the insurance specified in this Section 14.2 to be obtained by the Developer shall not limit the liability of the Developer hereunder. Notwithstanding the above, Developer shall have the right to provide and maintain the coverages referenced herein through a program of self insurance or from an affiliated carrier, which provides insurance to or for Developer, or a combination of both.

14.2 Ownership of Reports and Studies. CPV agrees and acknowledges that all right, title and ownership of all proprietary and non-proprietary reports and studies pertaining to the Site, including but not limited to marketing and research studies, internal planning studies, architectural drawings and renderings, surveys, and geotechnical and environmental reports and studies shall be the sole property of Developer.

14.3 As Is Nature of Transaction. Except as provided for herein or in the PEMA, Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by Developer in an "as is" condition with, if any, all faults and defects. Except as provided in the PEMA, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPV makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the Exhibits hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. In connection therewith, Developer further agrees as follows:

(a) Except as provided in the PEMA, Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site .

DISPOSITION AND DEVELOPMENT AGREEMENT
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(b) Except as provided in the PEMA, CPV hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CPV has or may have in the future against Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which CPV now has or which CPV may have in the future on account of or in any way arising out of or in connection with Hazardous Substances or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site prior to the Close of Escrow.

(c) Except as provided in the PEMA, Developer agrees that CPV is making no representations or warranties regarding the environmental conditions or any other condition of the Site.

14.4 Survival. Article 7, Article 8, Section 14.2 and Section 14.4 shall survive any termination of this Agreement and any Close of Escrow hereunder.

15. CONVEYANCE FREE OF POSSESSION.

Each Parcel shall be conveyed free of any possession or right of possession by any other Person except subject to the title matters set forth in Section 11 above.

16. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

17. DEFAULT AND REMEDIES

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver (i) the Initial Notice; (ii) the Earnest Money Deposit; (iii) the Cash Balance Due; or (iv) the deposits as required by Sections 9.2 and 9.4 above, unless such failure is as a result of the nonoccurrence of one or more of Developer's conditions precedent to the Close of Escrow set forth in Section 10.1 above;

(b) Developer has deposited the Earnest Money Deposit in Escrow pursuant to Section 4.1(d) and Developer fails to acquire the Parcels as required by Section 4.1 above;

(c) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(d) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, including without limitation the Parcel JK Schedule of Performance and the Schedule of Performance, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPV. Developer shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CPV; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then Developer shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend a Parcel Closing Deadline and Developer's obligation to close the purchase of a Parcel by a required Parcel Closing Deadline; or

(e) Any of Developer's representations and warranties set forth in Section 7.2 above is found to be untrue in any material way as of the Closing Date.

17.2 CPV'S REMEDY.

(a) If a Developer event of default occurs as described in Section 17.1 above, CPV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights or obligations under this Agreement and shall have no right to acquire any remaining Parcel not already acquired by Developer. Notwithstanding such termination, Developer shall maintain all rights it has in connection with any Parcels Developer has acquired prior to termination of this Agreement, and Developer shall maintain full development rights to all such Parcels.

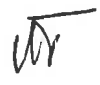
(b) In the event this Agreement is terminated pursuant to Section 17.2(a) above, THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT THEN REMAINING IN ESCROW TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE PARCELS AS REQUIRED BY SECTION 4 ABOVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE PARCELS WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

CPV: _____

ENP

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

DEVELOPER: _____ 

17.3 CPV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder:

(a) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CPV's conditions precedent to the Close of Escrow set forth in Section 10.2 above; or

(b) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

(c) The filing of a petition or the institution of proceedings of, by, or against CPV pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or CPV making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or CPV becoming insolvent in the sense that CPV is unable to pay its debts as they mature or in the sense that CPV's debts exceed the fair market value of CPV's assets;

17.4 Developer's Remedies. In the event of a default by CPV prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination CPV shall be obligated to return the Earnest Money Deposit and release any interest it may have in the Earnest Money Deposit and to cause the same to be refunded to Developer and, upon such payment, CPV shall have no further liability whatsoever to Developer; or

(c) to demand specific performance of CPV's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages resulting from CPV's event of default.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, including without limitation, the PEMA, shall survive the recordation of any deed and shall not be deemed merged into such deed.

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of City Officials and Employees. No official or employee of CPV or the City shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer or for any obligation of CPV under the terms of this Agreement.

18.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV: City Parkway V, Inc.
c/o Economic & Urban Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

And: City Attorney Office
City Hall, Ninth Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, ESQ.

And: Newland Real Estate Group, LLC
6130 Elton Avenue, Suite 212
Las Vegas, NV 89107
Phone: (702) 220-8090
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

If to Developer: Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Attn: Chief of Operations
Email: peacocw1@ccf.org

And: Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Attn: Chief Legal Officer
Email: rowand@ccf.org

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Attn: Director of Construction of Facilities and Real Estate
Email: aucremf@ccf.org

18.6 Subsequent CPV Approvals. The Chairman of CPV or such other person as CPV may designate in writing to Developer is authorized to give any approval of CPV required or permitted by the terms of this Agreement. If there is no time specified herein for CPV's approval, Developer may submit a letter requiring CPV's approval within fifteen (15) days after submission to CPV or such approvals shall be deemed granted. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit O, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

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. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

18.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

18.10 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same 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.

18.12 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

18.13 Open Records Law. Developer acknowledges that all documents submitted to CPV and/or the City are subject to Nevada Open Records Law set forth in Chapter 239 of Nevada Revised Statutes.

18.14 Days. All references to “days” in this Agreement are to consecutive calendar days unless business days are specified.

18.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CPV. This Agreement was approved on _____, 2011 by the City Council. The effective date of this Agreement shall be the date of CPV’s approval of this Agreement as indicated on the signature page below (the “*Effective Date*”).

[SIGNATURES ON THE NEXT PAGE]

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: ELIZABETH N. FRETWELL
Title: PRESIDENT

ATTEST:

Scott Adams
SCOTT ADAMS, Title SECRETARY

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: William M. Peacock, III
Chief of Operations

Execution Date: 6/17/2011

APPROVED AS TO FORM:

Rosenfeld & Rinato
By: Michel Rinato Date 6-6-11
of Counsel

APPROVED AS TO FORM

CCF - LAW DEPT.

DATE: 6-17-11 CMSI #: 517-48766
BY: [Signature]

DISPOSITION AND DEVELOPMENT AGREEMENT
(Continued)

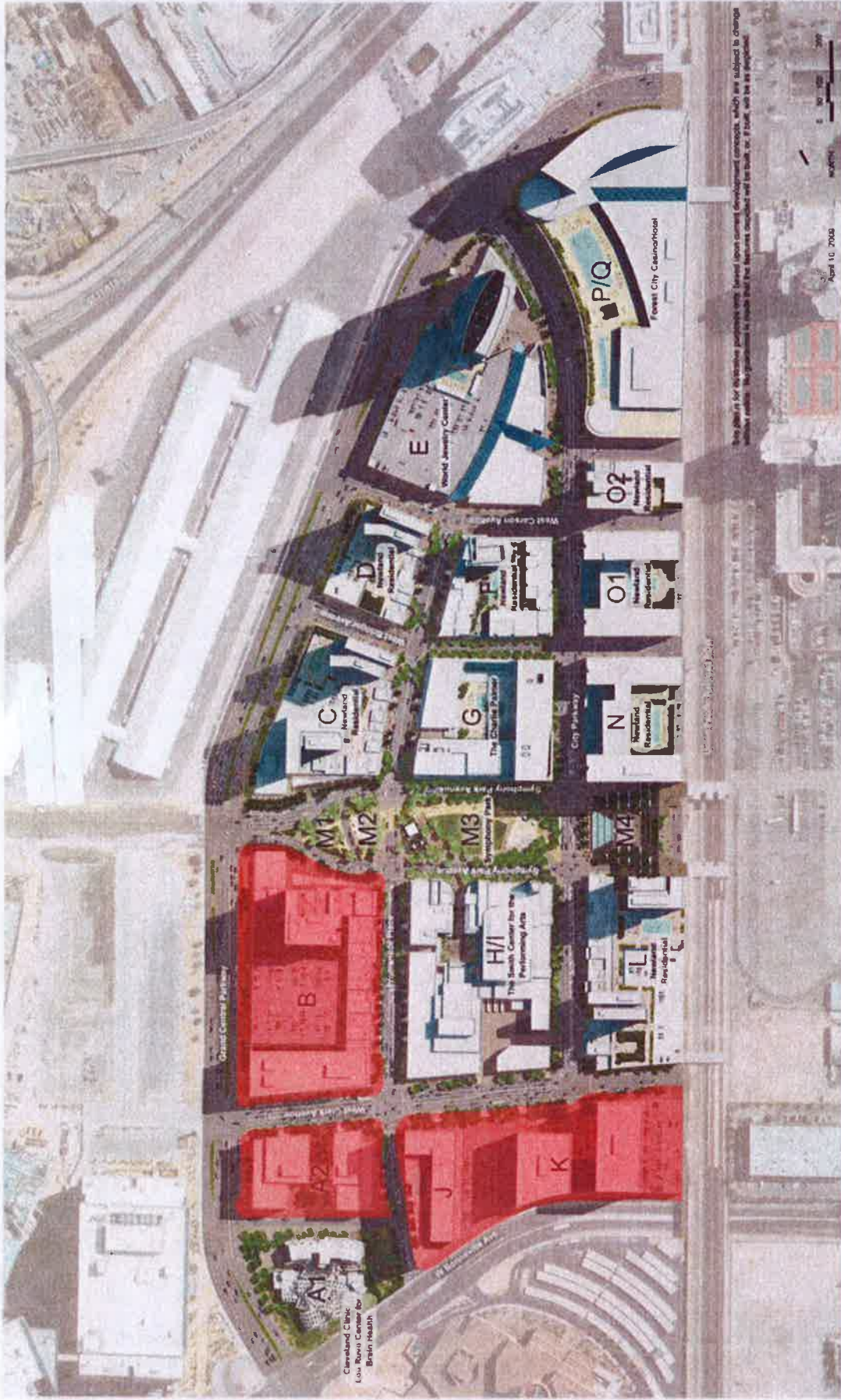
LIST OF EXHIBITS

EXHIBIT "A"	DEPICTION OF PARCELS
EXHIBIT "B"	LEGAL DESCRIPTION OF PARCELS
EXHIBIT "C"	FORM OF DEED
EXHIBIT "D"	DEVELOPER MASTER PLAN
EXHIBIT "E"	PARCEL JK SCOPE OF DEVELOPMENT
EXHIBIT "F"	PARCEL JK SCHEDULE OF PERFORMANCE
EXHIBIT "G"	PARCEL JK DSLURS
EXHIBIT "H"	PARKING LEASE AGREEMENT
EXHIBIT "I"	PEMA
EXHIBIT "J"	PROJECT DSLURS
EXHIBIT "K"	PROJECT SCHEDULE OF PERFORMANCE
EXHIBIT "L"	DISCLOSURE OF PRINCIPALS
EXHIBIT "M"	TITLE REPORT FOR PARCELS
EXHIBIT "N"	DEVELOPER REPORTING REQUIREMENTS
EXHIBIT "O"	EASEMENT AND DEVELOPMENT ISSUES

EXHIBIT A

Disposition and Development Agreement

Cleveland Clinic Foundation



This 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



EXHIBIT B

Disposition and Development Agreement

Cleveland Clinic Foundation

January 28, 2007
J. Rangel/C. Pond:

LEGAL DESCRIPTION PARCEL A2

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH $03^{\circ}50'03''$ WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $27^{\circ}16'04''$, AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH $66^{\circ}33'59''$ EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH $66^{\circ}33'59''$ EAST 3.37 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH $32^{\circ}50'08''$ EAST, 61.37 FEET; THENCE NORTH $27^{\circ}55'16''$ EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $84^{\circ}10'50''$, AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH $67^{\circ}53'54''$ EAST, 295.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $92^{\circ}54'49''$, AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2070.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH $64^{\circ}59'06''$ EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $07^{\circ}06'57''$, AN ARC LENGTH OF 257.08 FEET; THENCE SOUTH $17^{\circ}53'58''$ WEST, 3.71 FEET; THENCE NORTH $62^{\circ}20'53''$ EAST, 388.49 FEET TO THE **POINT OF BEGINNING**.

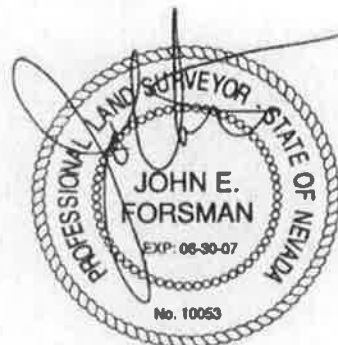
CONTAINING 2.29 ACRES

BASIS OF BEARING

NORTH $03^{\circ}50'03''$ WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053



1-31-07

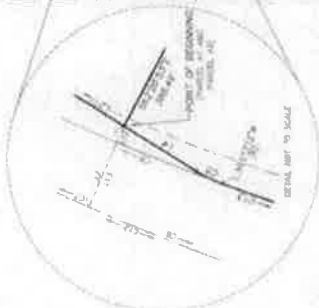


A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "PANTRY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 63, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE LYEING WITHIN THE SOUTHWEST QUARTER 1SE 1/4 OF THE NORTHEAST QUARTER 1NE 1/4 OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 01 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



— **CHANDRASEKHAR VENKATARAMAN (DR.)**

- [illegible]

[illegible]

HORIZON SURVEYS
 8855 CONVENT DRIVE, SUITE 200
 LAS VEGAS, NEVADA 89123
 (702) 735-2200
 FAX (702) 735-0877
 WWW.HORIZONSURVEYS.COM

Name _____
 Street _____
 City/State/Zip _____
 Job Number _____

Send Me _____
 In Reply To _____

May 10, 2007
C. Herman / C. Pond

LEGAL DESCRIPTION

PARCEL B

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY THE FOLLOWING THREE (3) COURSES: 1) NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; 2) THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; 3) NORTH 27°55'16" EAST, 309.95 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 62°04'44" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AND THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 27°55'16" EAST, 406.24 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 31.12 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 43°53'02" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°27'26", AN ARC LENGTH OF 31.08 FEET; THENCE NORTH 27°55'16" EAST, 148.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET; THENCE SOUTH 62°04'44" EAST, 22.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'11", AN ARC LENGTH OF 120.95 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 373.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 55°38'27" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°32'47", AN ARC LENGTH OF 166.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 30°05'40" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°55'10", AN ARC LENGTH OF 38.36 FEET; THENCE SOUTH 28°00'50" WEST, 519.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°05'16", AN ARC LENGTH OF 44.03 FEET; THENCE NORTH 67°53'54" WEST, 302.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°49'10", AN ARC LENGTH OF 50.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AND THE **POINT OF BEGINNING**.

CONTAINING 5.15 ACRES, MORE OR LESS.

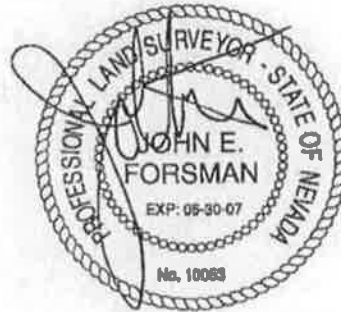


BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053



5-10-07



TO ACCOMPANY LEGAL DESCRIPTION



SEE
DETAIL ON
SHEET 4

GRAND CENTRAL PARKWAY
L2
C1
L1
(BASIS OF BEARINGS)
BONNEVILLE AVENUE
POINT OF COMMENCEMENT

PARCEL B
5.15 ACRES

A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

POINT OF
BEGINNING

PARCEL A-2
(FILE 163, PAGE 35 OF
SURVEYS)

PARCEL A-1
(FILE 163, PAGE 35 OF
SURVEYS)

UNION PACIFIC RAILROAD

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

SHEET 3 OF 5

TO ACCOMPANY LEGAL DESCRIPTION



DETAIL

A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

GRAND CENTRAL PARKWAY

PARCEL B
5.15 ACRES

PARCEL A-2
(FILE 163, PAGE 35 OF
SURVEYS)

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5055 FAX (702)228-0577
WWW.HORIZONSURVEYS.COM

SHEET 4 OF 5

P:\Active Projects\410.128\Exhibits\410.128.11\410.128.11_PARCEL B_LE01.dwg, 5/10/2007 11:22:40 AM, cherman, 1:1

p:\Active Projects\410.128_Exhibits\410.128.11_PARCEL B_LE01.dwg, 5/10/2007 11:22:41 AM, cherman, 1:1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	N27°55'16"E	309.95'
L3(R)	S62°04'44"E	50.00'
L4	N27°55'16"E	148.86'
L5	S62°04'44"E	22.16'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	31°45'19"	500.00	277.12'	142.22'
C2	18°11'42"	98.00	31.12'	15.69'
C3	17°27'26"	102.00	31.08'	15.66'
C4	90°00'00"	30.00	47.12'	30.00'
C5	27°43'11"	250.00	120.95'	61.68'
C6	25°32'47"	373.00	166.31'	84.56'
C7	87°55'10"	25.00	38.36'	24.11'
C8	84°05'16"	30.00	44.03'	27.05'
C9	95°49'10"	30.00	50.17'	33.21'



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL J

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH $81^{\circ}09'57''$ EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH $17^{\circ}53'58''$ EAST, 99.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH $17^{\circ}53'58''$ EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $07^{\circ}15'08''$, AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH $64^{\circ}50'54''$ EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $86^{\circ}57'00''$, AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH $67^{\circ}53'54''$ EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH $81^{\circ}04'54''$ WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}13'16''$, AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH $20^{\circ}48'03''$ WEST, 22.88 FEET; THENCE SOUTH $27^{\circ}53'43''$ WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH $21^{\circ}54'36''$ WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF $30^{\circ}44'39''$, AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH $81^{\circ}09'57''$ WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH $23^{\circ}34'12''$ EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $84^{\circ}19'46''$, AN ARC LENGTH OF 44.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.11 ACRES, MORE OR LESS.



BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07



O ACCOMPANY LEGAL DESCRIPTION



GRAND CENTRAL PARKWAY

A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

SEE
DETAIL ON
SHEET 4

POINT OF
BEGINNING

(BASIS OF BEARINGS)
(N03°50'03"W)

PARCEL A-2
(FILE 163,
PAGE 35
OF SURVEYS)

PARCEL A1
(FILE 163,
PAGE 35 OF
SURVEYS)

PARCEL J
3.11 ACRES

L1
BONNEVILLE
AVENUE

POINT OF
COMMENCEMENT

UNION PACIFIC RAILROAD

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

SHEET 3 OF 5

TO ACCOMPANY LEGAL DESCRIPTION



DETAIL

A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

PARCEL A2
(FILE 163,
PAGE 35 OF
SURVEYS)

PARCEL A1
(FILE 163,
PAGE 35 OF
SURVEYS)

POINT OF
BEGINNING

PARCEL J
3.11 ACRES

BONNEVILLE AVENUE

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5056 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	99.45'
L3	N17°53'58"E	80.13'
L4	S67°53'54"E	417.69'
L5	S20°48'03"W	22.88'
L6	S27°53'43"W	160.08'
L7	S81°09'57"W	142.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	07°15'08"	257.71'	129.03'
C2	30.00'	86°57'00"	45.53'	28.44'
C3	340.91'	10°13'16"	60.82'	30.49'
C4	550.00'	30°44'39"	295.12'	151.21'
C5	30.00'	84°19'46"	44.15'	27.17'

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL K

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE THE FOLLOWING THREE(3) COURSES: (1) NORTH 81°09'57" EAST, 600.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND CURVE, THROUGH A CENTRAL ANGLE OF 36°45'51", AN ARC LENGTH OF 320.83 FEET; (3) SOUTH 62°04'12" EAST, 204.98 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'34" EAST, 50.00 FEET TO A POINT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, THE SOUTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TWO(2) COURSES: (1) NORTH 62°04'12" WEST, 204.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (2) THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'12", AN ARC LENGTH OF 57.79 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 27°53'43" EAST, 160.08 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 70°51'38" WEST THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 67°53'54" EAST, 17.47 FEET; THENCE NORTH 27°53'43" EAST, 28.14 FEET; THENCE SOUTH 67°53'54" EAST, 264.15 FEET TO THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°55'16" WEST, 295.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 5 AND **POINT OF BEGINNING**.

CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

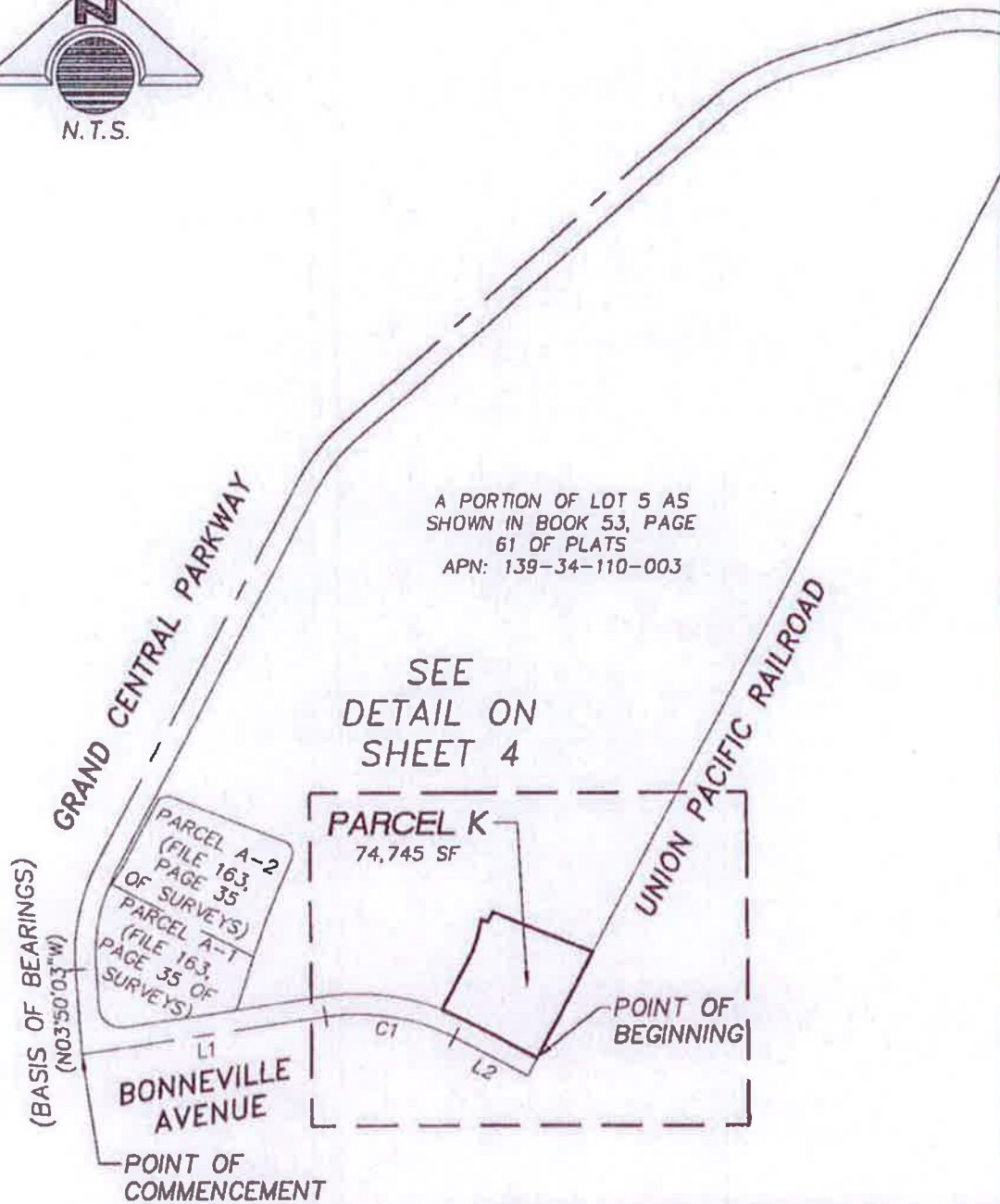
END OF DESCRIPTION.

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07

TO ACCOMPANY LEGAL DESCRIPTION



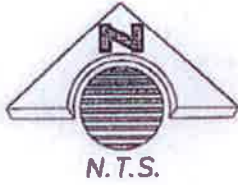
HORIZON SURVEYS



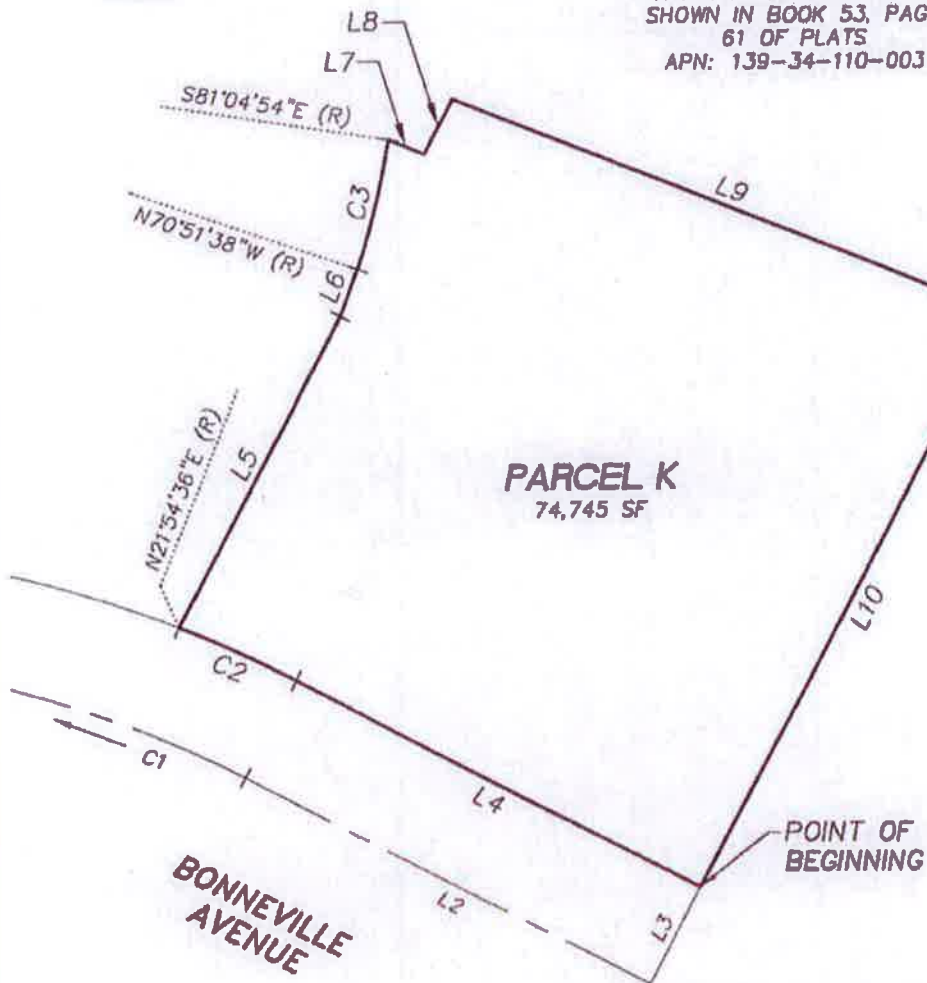
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5086 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003



HORIZON SURVEYS



8901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
L3	N27°55'34"E	50.00'
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L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

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EXHIBIT C

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT C

APN No(s): _____

WHEN RECORDED MAIL TO:

Attention: _____

MAIL TAX STATEMENTS TO:

Attention: _____

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY PARKWAY V, INC., a Nevada non-profit corporation ("*Grantor*"), does hereby grant, bargain, sell and convey to [INSERT NAME OF GRANTOR], a _____ ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2011.

Signature on the next page.]

GRANTOR:

CITY PARKWAY V, INC.

By: _____
President

ATTEST:

Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

Date

STATE OF NEVADA }
 }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me on _____, 2011 by
_____.

WITNESS my hand and official seal.

[

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT D

Disposition and Development Agreement

Cleveland Clinic Foundation

Exhibit D

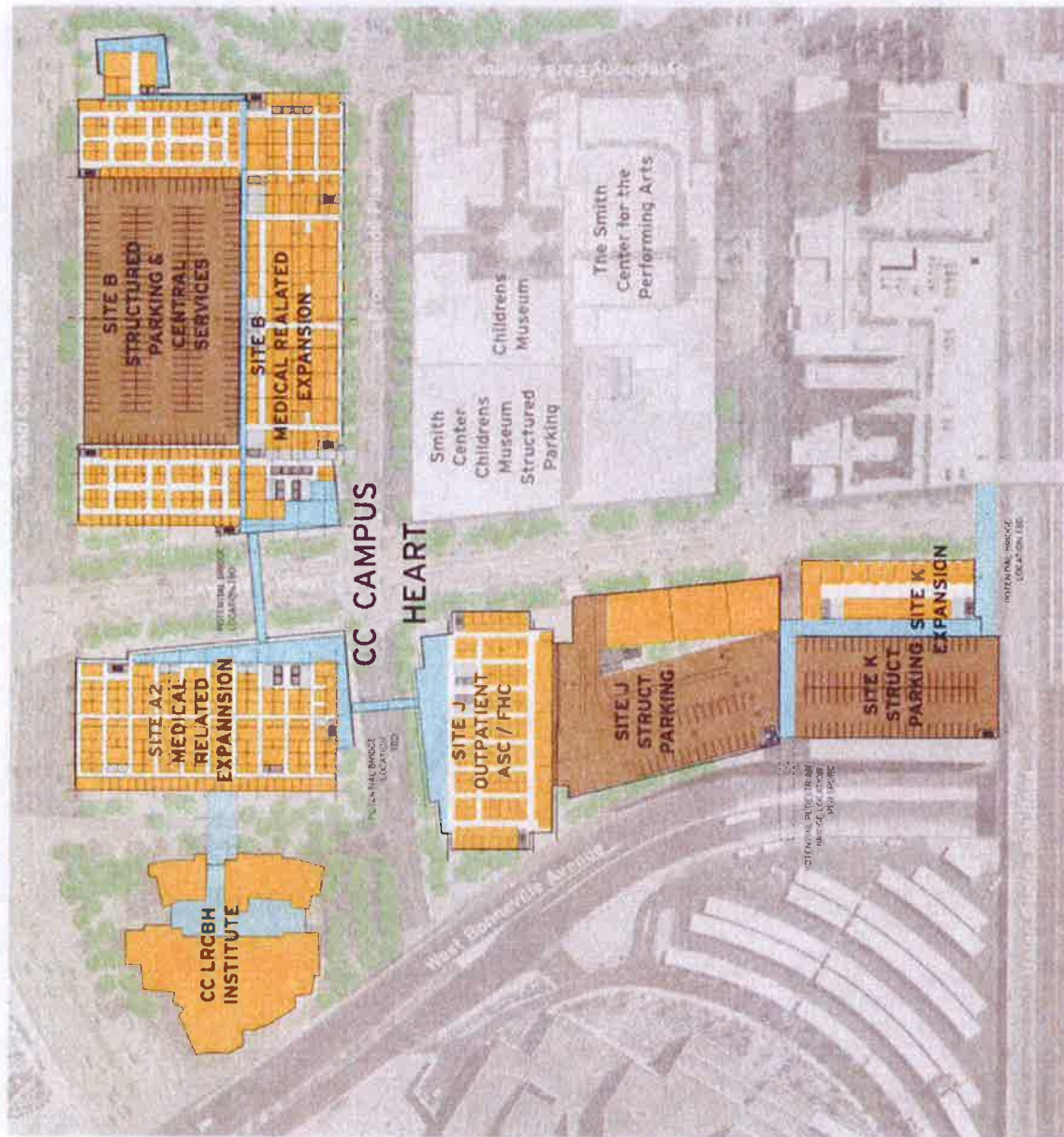


EXHIBIT E

Disposition and Development Agreement

Cleveland Clinic Foundation

Exhibit E

Scope of Development – Parcel J/K

Cleveland Clinic Foundation, an Ohio non-profit corporation ("*Developer*") intends to acquire approximately 4.84 acres more or less of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company ("*Owner*") and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to initially construct an approximately 198,000 s.f. Business Occupancy Outpatient Medical Facility consisting of medical offices, ambulatory surgical center and related amenities. The initial phase is intended to consist of 4 levels plus an interstitial floor and a below grade level. Future phases may include vertical expansion up to an additional 132,000 s.f. This could bring the structure to a total of 9 levels above grade and one level below grade. The facility may consist of a Family Health Center, Procedure Rooms, Exam Rooms, Laboratory Spaces, Doctor's Offices, Waiting Spaces, Staff Resources, Surgery Center, Operating Rooms, Sterile Core, Pre + Post Operative Spaces, Nurse Stations, Pre-Admission Services, Materials Management, Visitor Services, Pharmacy, Consultation Rooms, Gift Shop, Conference Rooms, Food Services & Public Lobby.

Parking will be landscaped surface parking on Parcel J/K or through arrangements on nearby parcels or through arrangements with surrounding parking providers. A structured parking deck will be constructed when conditions demand.

The architecture is intended to be glass curtain wall with horizontal sun shade louvers & terra cotta rain screen, pre-cast concrete panels and a metal and glass vehicle canopy. The parking structure is intended to be constructed of pre-cast concrete panels and woven wire mesh as siding.

EXHIBIT F

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT F

First Parcel Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to conveyance of title of the first parcel:

1. Election Notice naming first parcel to acquire
2. Design Development Plans of first parcel approved by the Symphony Park Design Review Committee (SPDRC)
3. Site Development Plan Review approved by Las Vegas Planning Commission and Las Vegas City Council for an entitlement
4. Building Permit by Las Vegas Building Department
5. Approved Master Plan by the SPDRC for any other parcels that were named in the Election Notice
6. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT G

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Office of Economic and Urban Development

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY ("*Declaration*") is made as of _____, 20__, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*");

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) in accordance with the Restrictions set forth herein.

D. WHEREAS, CPV is conveying the Site to Developer for no purchase price or other consideration on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project and the operation of the Project as a Non-Profit Use (hereinafter defined);

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Developer; and

F. WHEREAS, as part of the conveyance of the Site to Developer, Developer and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to CPV that development on those parcels of property (including the Site) that CPV from time to time elects to sell to third parties be consistent with CPV's master plan for Symphony Park. Should the development conditions imposed by CPV be materially violated, Symphony Park and its planned development could be negatively impacted.

This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"Affiliate" or "Affiliates" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term *"control"* (including the terms *"controlled by"* and *"under common control with"*) shall mean the possession, directly or indirectly, of a Controlling Interest. Unless the context otherwise requires, any reference to *"Affiliate"* in this Declaration shall be deemed to refer to an Affiliate of Developer.

"City" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"Commence Construction" or "Commencement of Construction" means any and all activities involving the grading of the Site by or on behalf of Developer.

"Completion of Construction" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"Controlling Interest" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty-one percent (51%) or more of the voting interests in a Person or the governing body of such Person.

"Convey or Conveyance" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Developer in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

“CPV” has the meaning set forth in the first paragraph of this Declaration and includes any Person to whom CPV assigns its interest in this Declaration pursuant to Section 7.1 below.

“CPV Indemnified Party or Parties” means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

“CPV Repurchase Designee” means any Person designated to Developer in writing by CPV to exercise the Repurchase Option.

“DDA” means that certain Disposition and Development Agreement dated concurrently herewith between CPV and Developer.

“Designee” means an Affiliate of a Recognized Mortgagee that is the designee or nominee of such Recognized Mortgagee.

“Design Standards” means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

“Developer” has the meaning set forth in the first paragraph of this Declaration.

“Final Plans and Drawings” means those plans, drawings, related documents and any subsequent revisions thereto prepared for the construction of the Project which have obtained all approvals pursuant to the Requirements for the construction of the Project.

“For-Profit Use” means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is not a non-profit entity and/or (ii) any use of the Project that is not on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use.

“Improvements” has the meaning set forth in Section 4.4(c)(i).

“Non-complying Structures” means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

“Non-Profit Use” means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is a non-profit entity and/or (ii) the use of the Project that is on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shop and other retails) that are incidental to such use.

“ Parking Lease Agreement” means that Parking Lease Agreement entered into

by the Parties concurrently with the execution of this Declaration.

“*PEMA*” means the Project Environmental Management Agreement Set forth in Exhibit “E” attached hereto, as it may be amended from time to time.

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

“*Phase 1*” means the first five (5) floors of the Project along with related site and surface parking improvements as described more fully on the Project Scope.

“*Phase 2*” means the final four (4) floors of the Project along with a structured parking garage as described more fully on Project Scope.

“*Project*” means a nine ((9) story medical office building as described more fully on the Project Scope.

“*Project Documents*” has the meaning set forth in Section 4.4(c)(i).

“*Project Scope*” means the description of the Project attached to this Declaration as Exhibit “C”.

“*Repurchase Option*” has the meaning set forth in Section 4.4.

“*Required Approvals*” means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project.

“*Requirements*” means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term “Requirement” includes the Design Standards, as such may be amended from time to time, provided however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development phase for the Project, then any subsequent amendments to the Symphony Park Documents which would require a modification of the approved Design Development Phase of the Project shall not be applicable to the Project.

“*Restrictions*” means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

“*Schedule of Performance*” means the schedule of performance attached to this Declaration as Exhibit “D”.

“*Site*” is defined in Recital A.

“*Specific Facilities*” means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

“*SPDRC*” means the design review committee created and operating pursuant to Design Standards.

..

“*Unavoidable Delays*” means delays due to any of the following (provided that such delay is beyond a Party’s reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant’s default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. In connection with Developer’s obligations under this Declaration, Unavoidable Delay shall include any failure of CPV to perform its obligations under the PEMA which causes actual delay in Developer’s performance of its obligations. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay. Times of performance under this Declaration may also be extended in writing by CPV and Developer.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV’s option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings, Developer shall not affect any change or amendment to any parcel or final map covering the

Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Developer shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site.

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, Developer shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning without first obtaining the written consent of CPV.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Developer shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Developer and CPV agree that:

(i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Developer shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(iii) Notwithstanding the foregoing prohibition on Developer's power to Convey the Site, Developer shall have the right to Convey the Site to an Affiliate of Developer without the approval of CPV.

(g) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the CPV Indemnified Parties from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed

Project; or (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; or (iii) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) is due to the negligence or willful misconduct of any CPV Indemnified Party. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the CPV Indemnified Parties whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(g) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided, however*, that if CPV actually receives any proceeds of Developer's insurance with respect to an obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any CPV Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by CPV or such CPV Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such CPV Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as CPV shall reasonably approve. The foregoing notwithstanding, such CPV Indemnified Party may, at its own expense, engage its own attorneys to defend such CPV Indemnified Party, or to assist such CPV Indemnified Party in such CPV Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(g)(iv) above, each CPV Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such CPV Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such CPV Indemnified Party pursuant to the provisions of this Section 2.1(g). Developer agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Construction on the Site, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Construction on the Site and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars (\$2,000,000) with respect to the Site and the operations of Developer in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Site or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish CPV with certificates of all insurance policies required under this Section 2.1(h) before commencing any work on the Site. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to CPV of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name CPV and the CPV Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for 2.1(h)(ii) above through a program of self insurance or from an affiliated carrier which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Final Plans and Drawings and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Phase 1 Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Developer shall commence construction of Phase 1, pursuant to the Final Plans and Drawings. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(b) Phase 2 Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Developer shall commence construction of Phase 2, pursuant to the Final Plans and Drawings for Phase 2. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall

have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(c) Completion. Developer shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of Performance shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within twenty (20) days of commencement of delay setting forth the facts giving rise to each such extension; and *provided further* that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(d) Uses. Developer shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Parking.

(a) Developer agrees that the parking for Phase 1 will be surface parking on the Site and offsite pursuant to the Surface Parking Agreement. Developer agrees that the Surface Parking Agreement has a fixed termination date and that upon expiration, or other termination, of the Surface Parking Agreement, all parking for the Project must be accommodated in full on the Site.

(b) Developer acknowledges that the plans for development of Phase 2 include the construction of a garage to accommodate in full the parking for the both phases of the Project. Developer agrees that in the event Developer does not commence construction of Phase 2 by the expiration or other termination of the Surface Parking Agreement, then (i) Developer shall be required at Developer's sole cost and expense to secure sufficient parking for the operation of the Project and the Cleveland Clinic Lou Ruvo Center for Brain Health in compliance with the Requirements at Developer's own cost and expense and (ii) CPV, the City and any Affiliates of the City or CPV shall have no obligation whatsoever to provide any parking within Symphony Park or at any other location for the Project or the Cleveland Clinic Lou Ruvo Center for Brain Health.

(c) Developer hereby guarantees that Developer will in all events provide for sufficient parking in compliance with the Requirements for the Project and the Cleveland Clinic Lou Ruvo Center for Brain Health on the Site at such times as the Surface Parking Agreement expires or otherwise terminates. Developer acknowledges that it was on reliance of Developer's commitments and obligations under this Section 2.3 that CPV conveyed the Site to Develop at no cost.

2.4 For-Profit Uses.

(a) Developer agrees that in consideration of the conveyance of the Site to Developer at no cost to Developer and Developer's agreement to develop a non-profit medical use on the Site, that only Non-Profit Uses of the Project will be permitted, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use. Developer further acknowledges that if not for Developer's agreement to develop and operate Non-Profit Uses on the

Site, CPV would have sold the Site to Developer, or another Person, at the fair market value of the Site. Developer further agrees that in the event a For-Profit Use of the Property occurs at anytime, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use then, in addition to all other rights and remedies that CPV may have as a result of Developer's breach of this covenant, Developer shall be obligated to pay to CPV the fair market value of the Site as of the date that the Project is converted to a For-Profit Use (the "*For-profit Conversion Date*"), as determined pursuant to Section 2.4(b).

(b) The fair market value of the Site as of the For-profit Conversion Date shall be the appraised fair market value of the Site as of the For-profit Conversion Date based upon the purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of the Site, taking into account the existing size and configuration of the Site and taking into account the following facts and making the following assumptions: (a) the existing improvements and use of the Site and (b) that use of the Site is prohibited from any gaming and casino use. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by CPV, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than thirty (30) days from and after the For-profit Conversion Date, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and CPV upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by CPV, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of CPV and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute such Party's waiver of its right to so comment.

(c) The fair market value of the Site as determined pursuant to Section 2.3 shall be paid to CPV by Developer in immediately available funds no later than fifteen (15) days after the final determination of the fair market value of the Site pursuant to Section 2.4(b) above.

3. DEVELOPER OPERATING COVENANTS

3.1 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the Project in conformance with the terms of this Section 3. Developer acknowledges that a material part of the consideration of CPV conveying the Site to Developer for no monetary consideration is Developer's agreement to comply with the terms and conditions of this Section 3.

3.2 Maintenance of Project. Developer agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times.

3.4 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Developer's obligations under this Declaration including ten percent (10%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period necessary to cure such default if the cure of such default is not

capable of being cured within such thirty (30) day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Developer of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Developer or any person having possession under Developer. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest shall be the personal obligation of Developer or any other person who was an owner of the Site when such charges became due and who committed such breach or violation

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Developer hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if such CPV Repurchase Designee exercises such option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Developer in the event of Developer's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), 2.2(c) or 2.2(d) above. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and

(iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Developer to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Developer shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Developer shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs. Absent manifest error Developer's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(e) Repurchase Escrow Terms. Within five (5) days after the CPV Repurchase Designee's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by the CPV Repurchase Designee and reasonably acceptable to Developer to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by the CPV Repurchase Designee of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Developer through escrow, shall be removed or insured over by Developer at its sole expense at or prior to closing of escrow. In the event that the Site or any portion thereof is encumbered by a mortgage or deed of trust to which the CPV Repurchase Designee has subordinated the Repurchase Option pursuant to Section 4.4(d) above, the CPV Repurchase Designee shall instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Developer through the foregoing escrow. Developer and the CPV Repurchase Designee shall each pay one-half of the escrow fees; Developer shall pay for documentary tax

stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in the CPV Repurchase Designee or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(f) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. RESERVED

6. PROJECT ENVIRONMENTAL MANAGEMENT. The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV, including the Symphony Park Master Association, a Nevada non-profit corporation, and upon any such Person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

7.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if CPV reacquires title to the Site or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to CPV and such property, effective as of the date of such reacquisition by CPV.

7.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way CPV's rights under any other documents of record from time to time affecting all or any portion of the Site.

7.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.6 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.7 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the

following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV: 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
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And: City Attorney Office
City Hall
Attn: Teri Ponticello
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov

Attn: Teri Ponticello, Esq.

And: Newland Real Estate Group, LLC
6130 Elton Avenue
Las Vegas, Nevada 89107
Phone: (702) 220-8090
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

If to Developer: Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216-444-2380
Fax: 216-444-2346
Attn: Chief of Operations

And: Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216-444-3441
Fax: 216-445-7739
Attn: Chief Legal Officer

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Phone: 216-444-4820
Fax: 216-444-7020
Attn: Director of Construction of Facilities and Real Estate

7.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the Chairman of CPV or such other person that CPV designates in writing to Developer. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

7.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes Exhibit "A" through Exhibit "E", inclusively, attached hereto and incorporated herein by reference. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Developer to that effect.

7.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and effect.

7.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

7.13 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

7.14 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

7.15 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

7.16 Days. All references to “days” in this Declaration are to consecutive calendar days unless business days are specified.

7.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

*

By: _____

Name: _____

Title: _____

ATTEST:

_____, Title

APPROVED AS TO FORM:

Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date: _____

LIST OF EXHIBITS

EXHIBIT “A”	LEGAL DESCRIPTION OF THE SITE
EXHIBIT “B”	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT “C”	PROJECT SCOPE
EXHIBIT “D”	SCHEDULE OF PERFORMANCE
EXHIBIT “E”	PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Exhibit A

First Parcel DSLURS

Cleveland Clinic Foundation

Date: May 17, 2007
N. Hauge

Exhibit 'A'

LEGAL DESCRIPTION

PARCEL J

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 99.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 17°53'58" EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'08", AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 64°50'54" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'00", AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH 67°53'54" EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 81°04'54" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE SOUTH 27°53'43" WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 21°54'36" WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 30°44'39", AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH 81°09'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 23°34'12" EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.11 ACRES, MORE OR LESS.



BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

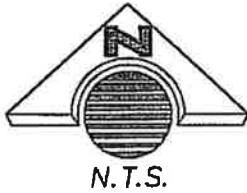
John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



GRAND CENTRAL PARKWAY

A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

SEE
DETAIL ON
SHEET 4

POINT OF
BEGINNING

(BASIS OF BEARINGS)
(N03°50'03"W)

PARCEL A-2
(FILE 163,
PAGE 35
OF SURVEYS)

PARCEL A1
(FILE 163,
PAGE 35 OF
SURVEYS)

PARCEL J
3.11 ACRES

L1
BONNEVILLE
AVENUE

POINT OF
COMMENCEMENT

UNION PACIFIC RAILROAD

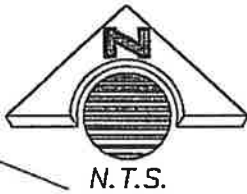
HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144

PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



DETAIL

A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003

PARCEL A2
(FILE 163,
PAGE 35 OF
SURVEYS)

PARCEL A1
(FILE 163,
PAGE 35 OF
SURVEYS)

POINT OF
BEGINNING

PARCEL J
3.11 ACRES

BONNEVILLE AVENUE

HORIZON SURVEYS



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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	99.45'
L3	N17°53'58"E	80.13'
L4	S67°53'54"E	417.69'
L5	S20°48'03"W	22.88'
L6	S27°53'43"W	160.08'
L7	S81°09'57"W	142.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	07°15'08"	257.71'	129.03'
C2	30.00'	86°57'00"	45.53'	28.44'
C3	340.91'	10°13'16"	60.82'	30.49'
C4	550.00'	30°44'39"	295.12'	151.21'
C5	30.00'	84°19'46"	44.15'	27.17'

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

Exhibit 'A'

LEGAL DESCRIPTION

PARCEL K

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE THE FOLLOWING THREE(3) COURSES: (1) NORTH 81°09'57" EAST, 600.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND CURVE, THROUGH A CENTRAL ANGLE OF 36°45'51", AN ARC LENGTH OF 320.83 FEET; (3) SOUTH 62°04'12" EAST, 204.98 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'34" EAST, 50.00 FEET TO A POINT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, THE SOUTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TWO(2) COURSES: (1) NORTH 62°04'12" WEST, 204.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (2) THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'12", AN ARC LENGTH OF 57.79 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 27°53'43" EAST, 160.08 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 70°51'38" WEST THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 67°53'54" EAST, 17.47 FEET; THENCE NORTH 27°53'43" EAST, 28.14 FEET; THENCE SOUTH 67°53'54" EAST, 264.15 FEET TO THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°55'16" WEST, 295.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 5 AND **POINT OF BEGINNING**.

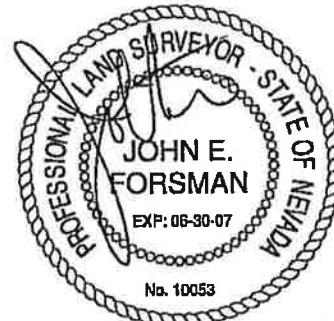
CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

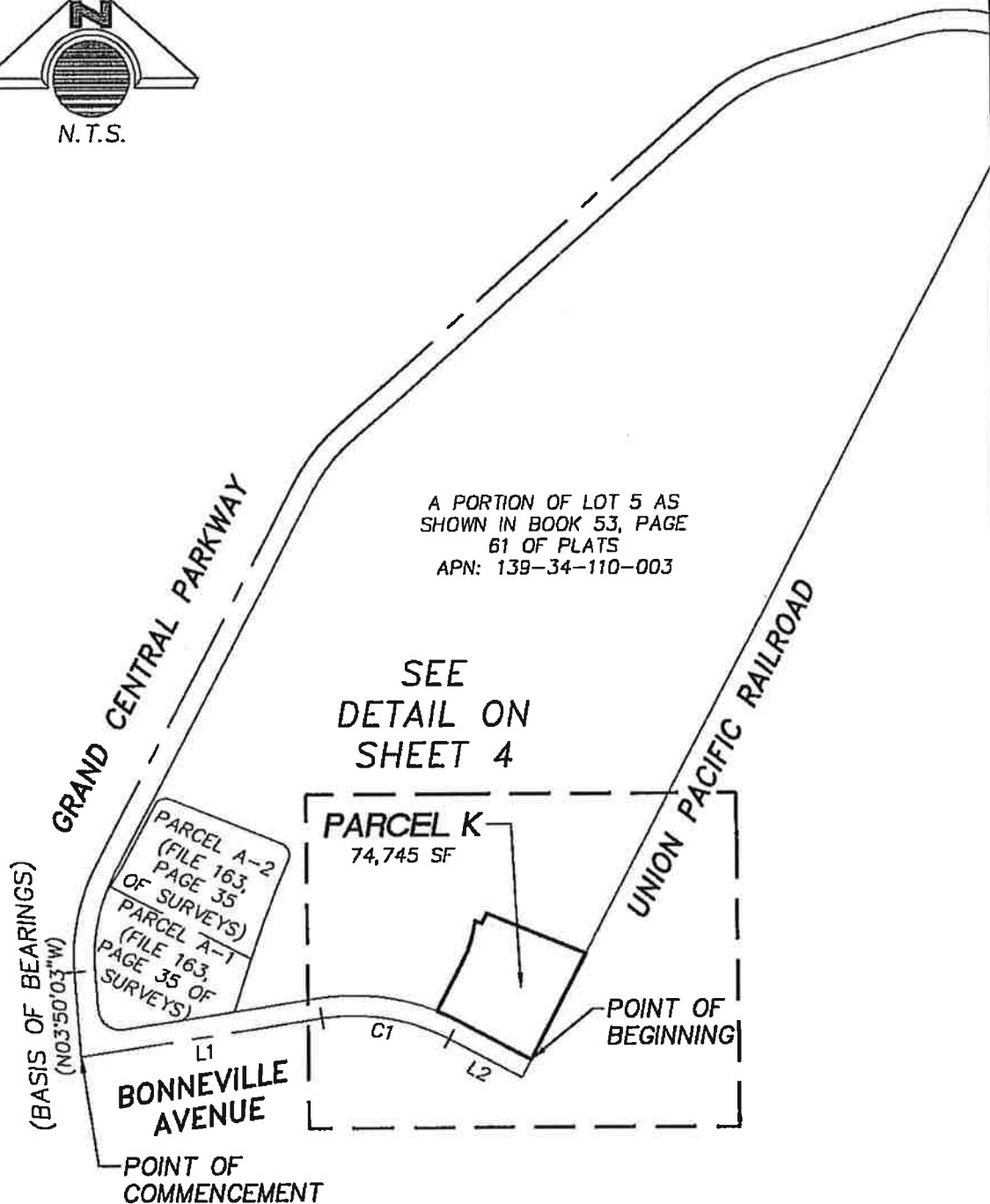
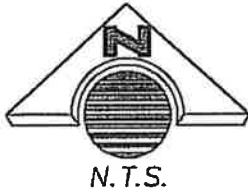
END OF DESCRIPTION.

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



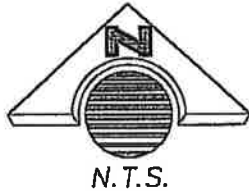
HORIZON SURVEYS



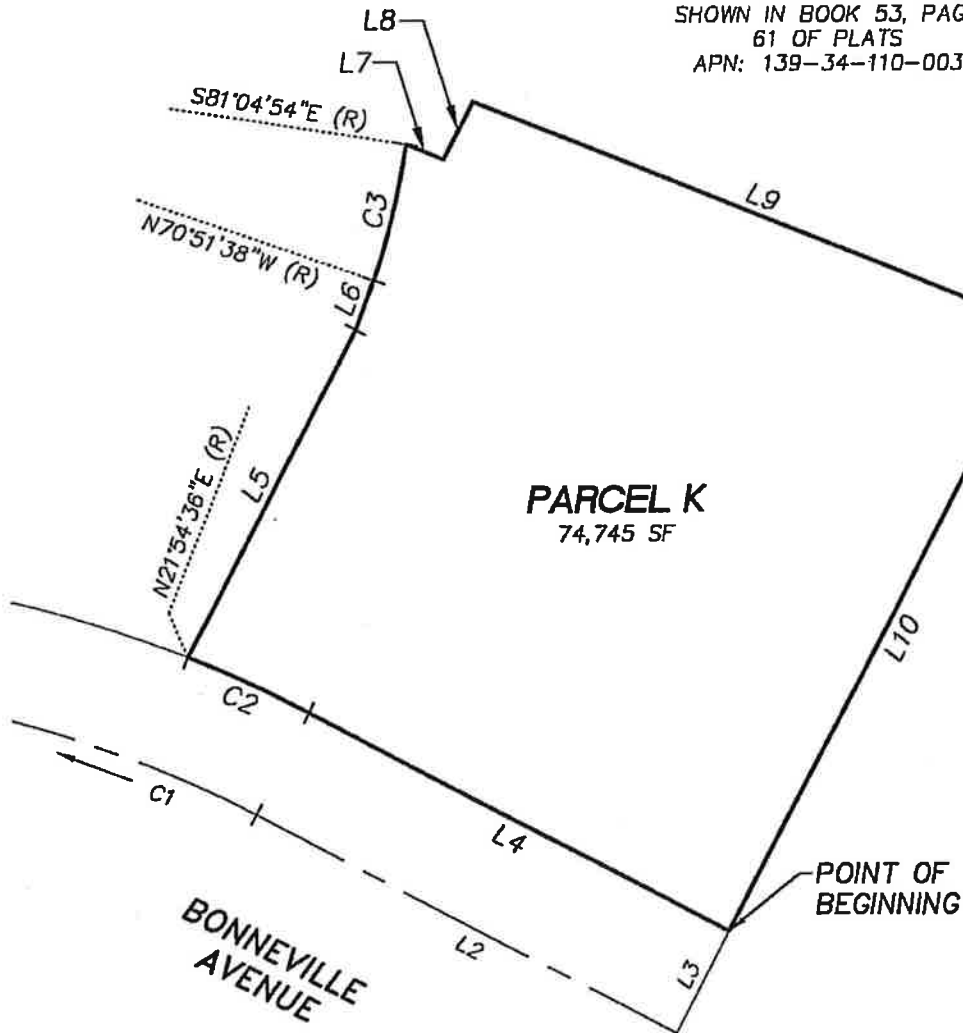
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL



A PORTION OF LOT 5 AS
SHOWN IN BOOK 53, PAGE
61 OF PLATS
APN: 139-34-110-003



PARCEL K
74,745 SF

BONNEVILLE
AVENUE

POINT OF
BEGINNING

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
L3	N27°55'34"E	50.00'
L4	N62°04'12"W	204.98'
L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

HORIZON SURVEYS



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EXHIBIT G

Disposition and Development Agreement

Cleveland Clinic Foundation

Exhibit B

First Parcel DSLURS

Cleveland Clinic Foundation

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING**.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

Exhibit C

First Parcel DSLURS

Cleveland Clinic Foundation

Exhibit C

Scope of Development – Parcel J/K

Cleveland Clinic Foundation, an Ohio non-profit corporation ("*Developer*") intends to acquire approximately 4.84 acres more or less of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company ("*Owner*") and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to initially construct an approximately 198,000 s.f. Business Occupancy Outpatient Medical Facility consisting of medical offices, ambulatory surgical center and related amenities. The initial phase is intended to consist of 4 levels plus an interstitial floor and a below grade level. Future phases may include vertical expansion up to an additional 132,000 s.f. This could bring the structure to a total of 9 levels above grade and one level below grade. The facility may consist of a Family Health Center, Procedure Rooms, Exam Rooms, Laboratory Spaces, Doctor's Offices, Waiting Spaces, Staff Resources, Surgery Center, Operating Rooms, Sterile Core, Pre + Post Operative Spaces, Nurse Stations, Pre-Admission Services, Materials Management, Visitor Services, Pharmacy, Consultation Rooms, Gift Shop, Conference Rooms, Food Services & Public Lobby.

Parking will be landscaped surface parking on Parcel J/K or through arrangements on nearby parcels or through arrangements with surrounding parking providers. A structured parking deck will be constructed when conditions demand.

The architecture is intended to be glass curtain wall with horizontal sun shade louvers & terra cotta rain screen, pre-cast concrete panels and a metal and glass vehicle canopy. The parking structure is intended to be constructed of pre-cast concrete panels and woven wire mesh as siding.

Exhibit D

First Parcel DSLURS

Cleveland Clinic Foundation

EXHIBIT D

First Parcel Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to conveyance of title of the first parcel:

1. Election Notice naming first parcel to acquire
2. Design Development Plans of first parcel approved by the Symphony Park Design Review Committee (SPDRC)
3. Site Development Plan Review approved by Las Vegas Planning Commission and Las Vegas City Council for an entitlement
4. Building Permit by Las Vegas Building Department
5. Approved Master Plan by the SPDRC for any other parcels that were named in the Election Notice
6. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT E

PEMA

(See Exhibit I to Disposition and Development Agreement between City Parkway V, Inc.
and The Cleveland Clinic Foundation dated June 17, 2011)

EXHIBIT H

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT H

PARKING LEASE AGREEMENT

Between

CITY PARKWAY V, INC.
as Landlord

and

THE CLEVELAND CLINIC FOUNDATION
as Tenant

Dated as of _____, 20__

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the ____ day of ____, 20__ (the "Effective Date"), by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("Landlord"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("Tenant"). Tenant and Landlord are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Concurrently with the execution of this Lease, Landlord has conveyed to Tenant the Initial Parcel ____ (hereinafter defined);

B. Pursuant to the DDA (hereinafter defined), Developer has notified CPV that Developer will be acquiring the Additional Parcels (hereinafter defined).

C. Landlord and Tenant have entered into this Lease in order to provide to Tenant certain surface parking rights on the Site (hereinafter defined) in connection with the development and operation of a project to be constructed on the Initial Parcel and the Additional Parcels by Tenant, all on the terms and conditions contained in this Lease.

ARTICLE 1 BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

"Additional Parcels" means that approximately ____ acre parcel of real property legally described on Exhibit "C" and depicted on Exhibit "D", both of which are attached hereto

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"Agency" means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

"Applicable Requirements": As defined in Section 5.03(d) below.

"Charter" means the Community Charter for Symphony Park recorded on December 16, 2009 with the Clark County Recorder of Deeds as Instrument No.: 2009121600000606.2009.

"City" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

“Commencement Date” means the Effective Date.

“Controlling Interest” means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

“DDA” means that certain Disposition and Development Agreement dated _____, 2011 between Landlord and Tenant.

“Design Standards” means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

“DSLURS” means that certain Declaration of Special Land Use Restrictions and Option to Reconvey executed concurrently with this Agreement by Landlord and Tenant.

“Effective Date” has the meaning set forth in opening paragraph of this Lease.

“Final Parcel Closing Date” means the earlier of (i) the termination of any rights of Developer to acquire any Parcels under the DDA or (ii) _____, 20__ which is the scheduled date of the closing of the final acquisition of a Parcel by Tenant pursuant to the DDA.

“Initial Parcel” means that means that approximately ____ acre parcel of real property legally described on Exhibit “C” and depicted on Exhibit “D”, both of which are attached hereto

“Landlord's Address” means 400 Stewart Avenue, 2nd Floor Las Vegas, 89101; Attention: Office of Business Development.

“Laws” means all applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Effective Date applicable to the Site, the Premises and/or the Tenant Improvements, including without limitation the Design Standards and the Charter.

“Lease Interest Rate” means the lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

“Lease Term” means that period commencing on the Commencement Date and expiring on the Final Parcel Closing Date. .

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

“Premises Address” means _____, Las Vegas, Nevada 89101.

“Permitted Uses” has the meaning set forth in Section 5.01 below.

“Premises” means the Site and any improvements constructed thereon by Tenant pursuant to Section 3.01.

“Project” means the buildings and related improvements to be constructed on Parcel __ by Tenant pursuant to the DSLURS.

“Releasing Parties” has the meaning set forth in Section 6.01(a).

“Site” means that approximately ____ acre parcel of real property legally described on Exhibit “A” and depicted on Exhibit “B”, both of which are attached hereto.

“Soil and Groundwater Report” means that Soil and Groundwater Management Plan dated March 21, 2007 created by Kleinfelder for the handling and management of soils excavated or water encountered during construction activities.

“SPDRC” means the design review committee created and operating pursuant to the Design Standards.

“Tenant's Address” means 9500 Euclid Avenue, Cleveland, Ohio 44195, Attention: Director of Operations (H18).

“Tenant Improvements” means those grading and paving improvements to be constructed on the Site by Tenant pursuant to Section 3.01 at Tenant’s sole cost and expense to prepare the Site to be used as a surface parking lot for the Project. The Tenant Improvements shall in general consist of those matters set forth on Exhibit “ ” attached hereto.

Section 1.02 RENT.

In consideration of Tenant’s agreement to construct the Project, Landlord agrees that the Lease of the Site to Tenant will be at no charge or base or other rental except as provided in Section 2.03 below.

ARTICLE 2 LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. Tenant agrees that this Lease is entered into by the Parties for the sole purpose of providing interim parking for the construction and operation of the Project.

(b) Tenant further acknowledges that this Lease has a limited term which expires automatically upon the expiration of the Lease Term unless otherwise terminated pursuant to the terms of this Lease. Tenant agrees that (i) upon such expiration, it shall be solely responsible for providing all parking for the Project required for the Project form such other parking resources secured by Tenant at Tenant’s sole cost and expense and (ii) CPV, the City, the Agency or any Affiliates thereof shall have no obligations to provide any other structured parking or surface parking whatsoever in connection with the development of the Project on the Site or at any other location whatsoever.

Section 2.02 DELIVERY OF POSSESSION: TENANT’S QUIET ENJOYMENT

(a) Landlord will deliver to Tenant possession of the Premises on the Effective Date.

(b) Landlord hereby covenants that Tenant shall at all times during the Term quietly have, hold and enjoy the Premises without any disturbance from Landlord or any Person claiming through Landlord or any of its affiliates which would interfere with Tenant's use of the Premises.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration of the Lease Term or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that Tenant shall pay Landlord a rent of Five Hundred and 00/100 Dollars (\$500.00) per day for each day that Tenant holds over after the expiration of the Lease Term. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3 TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS.

Tenant and Landlord agree that Tenant shall construct on the Site the Tenant Improvements at Tenant's sole cost and expense. The completion of the Tenant Improvements by Tenant shall be completed pursuant to the terms and conditions of Section 6.05 below. Tenant agrees that Landlord shall have no obligation whatsoever in connection with the improvement of the Site and the Tenant Improvements. All such work, including any required soil or ground water remediation, shall be at the sole cost and expense of the Tenant. Tenant acknowledges that all Tenant Improvements will be (i) in compliance with the Design Standards, the Charter and all other Laws, (ii) subject to review and approval of the SPDRC and (iii) shall be built in compliance with the Soil and Groundwater Management Report.

ARTICLE 4 CHARGES PAYABLE BY TENANT

Section 4.01 OPERATING COSTS.

The parties acknowledge that on and after the Commencement Date, Tenant shall be responsible for all repairs and maintenance required to the Premises and for the provision and payment of all utilities and services at the Premises, including but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises. All such contracts and suppliers will be subject to Landlord's prior, reasonable approval.

Section 4.02 PERSONAL PROPERTY TAXES.

(a) Tenant shall pay all taxes charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best efforts to have its personal property taxed separately from the Premises.

(b) If any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement

along with a copy of the personal property bills from Landlord for such personal property taxes.

Section 4.04 INSURANCE.

(a) Tenant shall, at Tenant's sole expense, maintain a policy of Commercial General Liability insurance insuring Tenant, and Landlord as an additional insured, against liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be on a claims made basis providing single-limit coverage in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. The initial amount of such insurance shall be subject to periodic increase upon reasonable demand by Landlord based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors but in no event more than twice the current limits provided herein. However, the limits of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. Such policy shall contain the following provision: "Such insurance as afforded by this policy for the benefit of Landlord shall be primary as respects any claims, losses or liabilities arising out of the use of the Premises by the Tenant or by Tenant's operation and any insurance carried by the Landlord shall be excess and noncontributing." The policy shall insure Tenant's performance of the indemnity provisions of Section 5.05.

(c) Tenant shall, from time to time, at Tenant's sole expense, obtain and maintain other types of insurance as Landlord may reasonably require in form, in amounts and for insurance risks against which a prudent Landlord would protect itself.

(d) Insurance required to be maintained by Tenant hereunder shall be in companies holding a "General Policyholders' Rating" of "A-" or better and a "financial rating" of 7 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. Tenant shall promptly deliver to Landlord, on or before the Commencement Date, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish Landlord with renewals or certificates thereof. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required under this Lease. Notwithstanding the above, Tenant shall have the right to maintain such insurance through a program of self insurance or from a carrier which provides coverage to or for Tenant or its affiliates.

Section 4.05 RESERVED.

Section 4.06 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease.

**ARTICLE 5
USE OF PROPERTY**

Section 5.01 PERMITTED USES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for parking related to the construction and operation of the Project. Tenant shall not use the Site or the Premises for any other use whatsoever.

Section 5.02 MANNER OF USE

(a) Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which interferes with the lawful rights of Persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use or whether such use complies with all such Laws.

(b) Subject to availability, Tenant agrees that the Premises will be available for use by visitors and guests of Symphony Park during the weekday evenings and during the weekend at all times. Tenant agrees to permit such use by such visitors and guests.

Section 5.03 HAZARDOUS SUBSTANCES.

(a) Reportable Uses Require Consent.

The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant, and its subtenants, shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Section 5.03(d)). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant, or Tenant's subtenants, upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) Duty to Inform Landlord.

Tenant shall obtain Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion, to the manufacturing, processing, distribution, using, producing, treating, storing (above or below ground level), disposing of, or allowing to be present, of any other Hazardous Substance in or about the Premises except for those previously approved in writing by Landlord. In connection with each

such consent requested by Tenant, Tenant shall submit to Landlord a description, including the composition, quantity and all other information requested by Landlord concerning the proposed presence of any Hazardous Substance. Landlord's consent to the presence of any Hazardous Substance may be deemed given only by inclusion of a description of the composition and quantity of the proposed Hazardous Substance on Landlord's written consent to the request. Landlord's consent to the presence of any Hazardous Substance at any time during the Lease Term or renewal thereof shall not waive the requirement of obtaining Landlord's consent to the subsequent presence of any other, or increased quantities of, any Hazardous Substance in or about the Premises. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together, if it exists, with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system). If any Hazardous Substance is present in or about the Premises, Landlord shall have the right upon reasonable notice to Tenant to engage a consultant, approved by Tenant which approval shall not be unreasonably withheld or delayed, to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand by Landlord.

(c) Indemnification.

Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant, Tenant's subtenants or by anyone under Tenant's or Tenant's subtenants' control. Tenant's obligations under this Section 5.03 (c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant or Tenant's subtenants, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement. Tenant's indemnity obligations provided in this Section 5.03(c) shall include, without in any way limiting the foregoing:

(i) All costs, expenses and reasonable attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for clean-up costs, fines, damages or penalties incurred pursuant to the provisions of any Applicable Requirements;

(iii) Liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any Applicable Requirements; and

(iv) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or

private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity obligations shall survive any expiration or earlier termination of this Lease.

(d) Tenant's Compliance with Requirements.

Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply, and cause its subtenants to comply, with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's or its subtenants' compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant, its subtenants or the Premises to comply with any Applicable Requirements. Tenant shall provide Landlord annually on each anniversary date of the Commencement Date a written certification, also signed by the manager of operations of Tenant at the Premises, certifying that:

(i) Tenant's and Tenant's subtenants businesses have been conducted in full compliance with the Applicable Requirements;

(ii) All Hazardous Substances (if any) related to Tenant's and Tenant's subtenants businesses have been disclosed to Landlord or in said certificate; and

(iii) The method and frequency of off-site disposal of Hazardous Substances from the Premises, as described in the certificate, comply with the Applicable Requirements.

(e) Inspection; Compliance with Law.

Landlord, Landlord's agents, employees, contractors and designated representatives shall have the right to enter the Premises, including any portions that have been subleased, at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant and its subtenants with this Lease and all Applicable Requirements, and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's and such subtenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a default of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination and such inspection reveals a violation of caused by Tenant. In such case, Tenant shall upon request immediately reimburse Landlord for the costs and expenses of such inspections.

Section 5.04 SIGNS AND AUCTIONS.

Tenant shall not place any signs on the Premises which are visible from the exterior of the Premises without Landlord's prior written consent which consent will not be unreasonably withheld. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises.

Section 5.05 INDEMNITY.

Tenant shall indemnify and hold harmless Landlord, the City, the Agency and their Affiliates and all agents, servants and employees of thereof from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with (i) Tenant's use of the Premises during the Lease Term, including without limitation, any use of the Premises by Tenant's subtenants, or (ii) the conduct of Tenant's and/or its subtenants' businesses, or (iii) any activity, work or things done, permitted or suffered by Tenant or Tenant's subtenants in or about the Premises during the Lease Term. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims, loss, damage, expense (including reasonable attorneys' fees), penalty or charge arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's subtenant's, agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, the Landlord may require Tenant, upon notice from Landlord, to defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause, except for the negligence or willful misconduct of Landlord and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section 5.05 shall survive the expiration or termination of this Lease.

Section 5.06 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's and its subtenants' businesses.

ARTICLE 6 CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01 EXISTING CONDITIONS.

(a) Tenant acknowledges and agrees that the Premises is to be leased to and accepted by Tenant in an "as is" condition with, if any, all faults and defects. Landlord makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Premises or any of such related matters; in particular, but without limitation, Landlord makes no representations or warranties with respect to the use, condition, occupation or management of the Premises, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the

Premises. Tenant acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the lease of the Premises and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Tenant, for itself, its successor, subtenants and assigns (“Releasing Parties”) hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Tenant has or may have in the future against Landlord, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Tenant or any Releasing Party now has or which Tenant or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, or violation of Applicable Requirements arising out of or in connection with any other physical or environmental condition of the Site. Tenant hereby agrees to hold harmless and indemnify the Landlord from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by the Landlord to Tenant arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

Section 6.02 EXEMPTION OF LANDLORD FROM LIABILITY.

Except for matters occurring after the Commencement Date which arise from Landlord’s negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant’s agreements under Section 6.01 above) or for matters which have occurred prior to the to the Commencement Date, Landlord, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant’s subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant.

Section 6.03 LANDLORD’S OBLIGATIONS.

Landlord shall have no obligations whatsoever to repair or maintain in any way the Premises, or any portion thereof. Tenant expressly waives the benefit of any law, including case law, statute, rule or regulation in effect now or in the future which might give Tenant the right to make repairs at Landlord’s expense or to terminate this Lease due to Landlord’s failure to keep the Premises in good order, condition and repair. Tenant shall have no rights whatsoever to offset or deduct any amounts whatsoever against any Rent or any other sums due Landlord under this Lease for any reason whatsoever.

Section 6.04 TENANT’S OBLIGATIONS.

(a) Tenant shall, at Tenant’s sole cost and expense, keep and maintain the Premises and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Premises. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace such portion of or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term.

(b) If Tenant fails to maintain or repair the Premises as required by this Section 6.04, Landlord may, upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall pay to Landlord immediately upon demand, as Additional Rent, for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision.

Section 6.05 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Except for the Tenant Improvements, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall deliver to Landlord, for Landlord's approval prior to any construction, a complete set of plans and specifications for the proposed alterations, additions or improvements, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all necessary permits for such construction. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 6.05(a) upon Landlord's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable Laws, and by a contractor approved by Landlord. Landlord's approval of the plans, specifications and working drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least ten (10) days prior written notice of the commencement of any work on the Premises. Landlord may elect from time to time to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within fifteen (15) days after demand from Landlord commence actions to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, that in all events that such shall be completed prior to the time that any such claim or lien can be enforced and/or foreclosed as reasonably determined by Landlord. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no mechanics' or other claim, lien or other Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefor. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor

or materialman (herein collectively called "Contractor"), Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens from each such Contractor in a form approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

Section 6.06 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for (i) the tenant Improvements and (ii) alterations approved by Landlord and (iii) ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

**ARTICLE 7
RESERVED**

**ARTICLE 8
CONDEMNATION**

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING**

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent which consent may be withheld at Landlord's sole discretion; provided, however, Tenant may sublet or assign its interest in this Lease to an Affiliate of Tenant without Landlord's consent. Tenant shall give no less than thirty (30) days notice of any such assignment or sublease to an Affiliate accompanied with sufficient information evidencing the Controlling Interest requirement.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord or permitted hereunder, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person

shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

Section 9.04 NO MERGER.

No merger shall result from Tenant's sublease of the Premises under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder.

ARTICLE 10 DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02 DEFAULTS.

Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(a) If Tenant abandons, vacates or fails to operate the Premises for ninety (90) consecutive days;

(b) If Tenant fails to pay any charge required to be paid by Tenant within five (5) days after receipt of written notice from Landlord that such charge is past due;

(c) If Tenant fails to perform any of Tenant's material nonmonetary obligations under this Lease for a period of thirty (30) days after receipt of written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within such thirty (30) day period and thereafter diligently pursues its completion, provided, however, that in all events performance is completed within no longer than ninety (90) days;

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder; or

(e) Any material representation or warranty made by Tenant or by a subtenant or assignee in connection with this Lease shall have been false or misleading as of the date such representation or warranty was made.

Section 10.03 REMEDIES.

On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, as its sole remedy:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any charges which had been earned at the time of the termination; and (ii), any reasonable costs or expenses incurred by Landlord in recovering possession of the Premises and Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable; and

(b) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease including twenty percent (20%) of such costs for Landlord's supervision of any maintenance and repair.

Section 10.04 CUMULATIVE REMEDIES.

Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE 11 ESTOPPEL CERTIFICATES

Section 11.04 ESTOPPEL CERTIFICATES.

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying, if true: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); (v) that Tenant has occupied the Premises; and (vi) such other matters as may be reasonably required by Landlord. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts. The failure of Tenant to provide such written statement shall constitute a material default under this Lease.

ARTICLE 12 LEGAL COSTS

Section 12.01 LEGAL PROCEEDINGS.

Tenant shall reimburse Landlord, upon demand, for any reasonable costs or expenses incurred by Landlord in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. If any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action and Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any such claim or action.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Section 13.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 13.02 LANDLORD'S LIABILITY.

As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises or the leasehold estate under a ground lease of the Premises at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such

Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Notwithstanding anything to the contrary contained in the Lease, Tenant agrees that it shall look solely to the estate and the property of Landlord in the land of which the Premises are a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in the event of any default or breach by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord or any other liability of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in connection, directly or indirectly, with this Lease, and no other assets of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

Section 13.03 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, successors or others using the Premises with Tenant's expressed or implied permission.

Section 13.05 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered, sent by overnight courier service or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01 above. All notices shall be effective upon receipt or delivery refused. Either party may change its notice address upon written notice to the other party.

Section 13.07 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's or Tenant's failure to enforce any provision of this Lease or Landlord's acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on

Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 13.09 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 13.10 CORPORATE AUTHORITY.

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Tenant shall provide to Landlord concurrently with the execution of this Lease written evidence reasonably satisfactory to Landlord that Tenant's execution of this Lease has been duly authorized. In the event Tenant is other than an individual, concurrently with Tenant's execution of this Lease, Tenant shall provide to Landlord a certificate of good standing or its equivalent that confirms that Tenant is duly qualified to do business in the state in which the Premises is located.

Section 13.11 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 13.13 EXECUTION OF LEASE; FACSIMILE TRANSMISSION.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by

both parties. 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.

Section 13.14 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 13.15 DISCLOSURE OF PRINCIPALS.

Tenant represents and warrants that it has, in accordance with the current policy of Landlord, disclosed the ownership and principals of Tenant, and that it has a continuing obligation to update this disclosure whenever (i) there is a material change in the information and (ii) within thirty (30) days of a written demand by Landlord for an updated disclosure.

Section 13.16 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

LANDLORD:

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____, Title

APPROVED AS TO FORM:

Date

TENANT:

THE CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation.

By: _____
Name: _____
Title: _____

Keep Memory Alive
Agreed to as to Section 2.01 Only:

By: _____
Name: _____
Title: _____

EXHIBIT I

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT "I"
PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this **Exhibit "I"** have the meanings ascribed to such terms in the Agreement to which this **Exhibit I** is attached.

"Activity and Use Limitations" means restrictions, limitations, or improvements required or recommended by Applicable Environmental Guidance (such as institutional or Engineering Controls or restrictions of activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP) that (i) impact the use, access, construction, or operation of a site or facility, and (ii) are intended to eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Site.

"Agreement" means the Disposition and Development Agreement, dated June 15, 2011 between CPV and Developer.

"Applicable Environmental Guidance" means all applicable Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment.

"CEM Contract" means the contract described in **Section 4** hereof.

"CPV 2006 Memo" means the memorandum dated August 31, 2006 from CPV to UPRR relating to UPRR Obligations attached as **Attachment I-1** to this **Exhibit I**. The CPV 2006 Memo also includes any agreement or other resolution of litigation, arbitration or mediation between UPRR and CPV or CPV Affiliate that amends, revises or supersedes the CPV 2006 Memo.

"CPV Cost Cap" means the amount up to but not exceeding \$2,400,000 and which amount shall be the limit of CPV Obligations.

"CPV Obligation(s)" means those obligations described in **Section 5** hereof.

"Clean Soil" means soil excavated from the Site that does not contain Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"Commencement of Construction" means any work performed by Developer on a Parcel pursuant to a building permit issued by the City of Las Vegas.

"Contaminated Soil" means soil excavated by or at the direction of Developer from the Site that contains Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

“Deed Covenants” means obligations of UPRR set forth in the deed from UPRR to Nevada Stadium Partners Limited Partnership, a Delaware Limited Partnership, a copy of which is attached as **Attachment I-2** to this **Exhibit I**.

“Developer Obligations” means the obligations of Developer set forth in **Section 3** below.

“Effective Date” has the definition used in the Agreement for the same term.

“Engineering Controls” mean barriers, caps, liners, ventilation systems or other devices engineered to control or impede dermal contact, inhalation or ingestion by humans of chemicals in soils, water and other media above and below grade surface.

“Environmental Condition” means (a) a Release or threat of a Release of any Hazardous Substances affecting the Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Site which results in or forms the basis for a claim by any Government Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

“Environmental Disclosure Documents” means those documents, data, and reports evidencing the condition of the Site that are listed on **Attachment I-3** to this **Exhibit I**.

“Environmental 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 Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

“Environmental Manager” means a person having been certified by the NDEP as an “Environmental Manager” pursuant to Nevada Administrative Code Chapter 459.

“Environmental Permits” means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

“Excess Remediation Costs” means those costs defined as such in Section 2.3(a)(iii) of the Ply Stadium Agreement.

“Government Authority” means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

“Hazardous Substances” or **“Hazardous Substance”** 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, fuel additives, and any other 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: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or (c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

“Known Hazardous Substances” means chemicals associated with diesel fuel, gasoline, solvents, total petroleum hydrocarbons, tetrachloroethylene, perchloroethylene, polyaromatic hydrocarbons, semi- and volatile organic compounds, lead, methyl ethyl ketone, trimethylbenzene, naphthalene, polychlorinated biphenyls, and arsenic, all of which are identified in the Environmental Disclosure Documents as chemicals of concern, and any other Hazardous Substances disclosed in the Environmental Disclosure Documents.

“NDEP” means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

“NDEP Letter” means the letter dated September 10, 1991 from NDEP to UPRR, attached as **Attachment I-4** to this **Exhibit I**.

“Occupancy Certificate” means a certificate or other equivalent approval by the City allowing initial occupancy by people within any enclosed structure to be constructed by Developer on the Site.

“PEMA” means this Project Environmental Management Agreement, **Exhibit I** to the Agreement.

“PLL Policy” means an insurance policy in the nature of an environmental liability policy containing terms and conditions acceptable to Developer, except that, to the extent available from the insurance market, the term shall not be less than three (3) years nor more than (10) ten years, each of the coverages shall not be more than \$10 million per occurrence, and CPV and the City of Las Vegas shall be named as additional insured parties on Developer’s policy.

“Ply Stadium Agreement” means the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR, a copy of which is attached as **Attachment I-5** to this **Exhibit I**.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances

into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

“Risk Assessment” means a health risk assessment prepared by a well-qualified Environmental Manager or PhD environmental professional acceptable to both Parties that for all Known Hazardous Substances (a) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (b) establishes soil and groundwater screening levels that represent chemical concentrations that would not result in adverse health effects under the assumed future land use of the Site, (c) identifies potential exposures during construction as a component of the analysis, (d) analyzes and recommends alternative Activity and Use Limitations that will maintain protection of public health and the environment in the most cost-effective manner to minimize overall costs, and (e) supersedes and replaces the Converse Consultants' September 24, 2002, Risk-Based Evaluation performed for CPV Parkway IV & V but only as to the Site. In recommending Activity and Use Limitations as provided in (d) above, the Risk Assessment shall contain a thorough cost analysis and discussion for each practicable alternative Activity and Use Limitation to minimize Site development costs and reimbursement charges against the CPV Cost Cap.

“Soil and Groundwater Management Plan” means a plan prepared by the Environmental Manager under the CEM Contract and approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project and that contains the minimum requirements set forth at **Section 4(b)**, which plan shall be based upon the existing plan prepared by Kleinfelder dated March 21, 2007.

“UPRR” means Union Pacific Railroad of Omaha, Nebraska, the party identified by NDEP as the generator of and the responsible party for the Known Hazardous Substances pursuant to the NDEP Letter.

“UPRR Obligations” means the obligations of UPRR set forth in the Deed Covenants and NDEP Letter, as may be superseded in any approval by NDEP of the Soil and Groundwater Management Plan.

Environmental Conditions

1. **Survival.** The provisions, terms, covenants and conditions of this **Exhibit “I”** to the Agreement shall survive the termination of the Agreement and the Close of Escrow, and shall not merge by operation of law or otherwise into any deed or conveyance of the Site.

2. **Developer Acknowledgments.** Developer acknowledges receipt of the Environmental Disclosure Documents and agrees that CPV has made no representation regarding the matters set forth therein. Developer further acknowledges that the Environmental Disclosure Documents disclose and describe Hazardous Substances in soil and groundwater within and surrounding the Site.

3. **Developer Obligations.** Developer shall design, construct, and operate the Project in conformance with Applicable Environmental Guidance, and, except as expressly provided in

this PEMA, all such design, construction, and operation shall be at Developer's sole cost and expense. Without limiting the foregoing, Developer, and not CPV, shall be responsible at its cost and expense, to do and perform each of the following consistent with Applicable Environmental Guidance and any design requirements for the Project:

a. Obtain the Risk Assessment, which Risk Assessment shall be completed not less than 90 days before Commencement of Construction of the Project;

b. Excavating all soils on the Site as required for the construction of the Project;

c. Transporting Contaminated Soil excavated from the Site by or at the direction of Developer and stockpiling the same by the following depth intervals: 0 to 2.5 feet, 2.5 to 7.5 feet, and 7.5 feet and deeper, unless construction methods prevent practicable stockpiling by depth (e.g., trenching) or an agreement or other resolution of existing litigation between UPRR and CPV renders stockpiling by depth unnecessary for any purpose. Developer shall not stockpile any Contaminated Soil on the Site or at other locations within Symphony Park;

d. Operating and maintaining, after issuance of the Occupancy Certificate as to any structure within the Project, any Activity and Use Limitations relating to such structure, including, without limitation, a passive vapor barrier beneath any enclosed habitable structure on the Site;

e. Handling, storing, transporting, re-using or disposing of all Clean Soil;

f. After issuance of the Occupancy Certificate as to any structure within the Project, permitting, sampling, characterizing, analyzing, remediating, cleaning up, treating, abating, storing, monitoring and disposing of, to the extent required by Applicable Environmental Guidance: (x) Contaminated Soil excavated by Developer in connection with such structure; and (y) Hazardous Substances on or within or migrating from or to the surface soils or water, subsurface soils, soil gas, or groundwater of, within, on or under such structure or otherwise diverted or excavated by Developer in connection therewith;

g. To the extent necessary in Developer's sole judgment and discretion to satisfy construction design requirements within and for the Project, replacing and recompacting Clean Soil or formerly Contaminated Soil that is remediated to levels where such soil can be re-used pursuant the Soil and Groundwater Management Plan on the Site for the Project;

h. Paying for that portion of off-site disposal costs attributable to formerly Contaminated Soil that is remediated to levels where such soil could have been re-used on the Site pursuant to the Soil and Groundwater Management Plan;

i. The treatment and disposal, in compliance with Applicable Environmental Guidance, of any groundwater contaminated with Hazardous Substances that is diverted from or in connection with any structure within the Project after and for which an Occupancy Certificate is issued for that structure;

j. Using commercially reasonable efforts to comply with the CPV 2006 Memo; and

k. Materially complying with Applicable Environmental Guidance in connection with the development of the Project.

Subject to **Section 9** hereof, Developer shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to Hazardous Substances within or affecting the Site.

4. CEM Contract. Developer shall promptly enter into a contract on terms and conditions acceptable to CPV and Developer that requires the Environmental Manager to perform promptly the work described below (the "**CEM Contract**"). Developer shall be exclusively responsible for all CEM Contract costs; provided however, subject to **Section 9** hereof, CPV shall reimburse Developer from the CPV Cost Cap for all CEM Contract costs relating to any given structure within the Project incurred prior to issuance of an Occupancy Certificate for such structure. Developer shall be exclusively responsible for all CEM Contract costs incurred in connection with the performance of all work under the CEM Contract relating to any given structure within the Project after issuance of an Occupancy Certificate for such structure. At a minimum, the CEM Contract shall contain the following terms and conditions:

(a) Upon issuance of an Occupancy Certificate for a given structure within the Project, the CEM Contract shall terminate as to that structure, and the Environmental Manager shall make a duplicate set of all records, data, and reports generated by the Environmental Manager in connection with CEM Contract work relating to such structure available to the Parties;

(b) On or before sixty (60) days after the Effective Date, the Environmental Manager shall submit to CPV and Developer for approval, and after obtaining their approval, promptly submit to NDEP the Soil and Groundwater Management Plan that at a minimum, and not by way of limitation, covers the following matters:

(i) Procedures for the Environmental Manager to test for Hazardous Substances in all excavated soils and any groundwater encountered before and during construction of the Project with reference to Hazardous Substances screening levels set by the Risk Assessment;

(ii) The location of, and any measures necessary for the protection of human health and the environment associated with stockpiles of soil excavated from the Site in connection with the Project (y) that NDEP or other Government Authority will approve for use as fill for the Project, or (z) containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Project;

(iii) The Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge

permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(iv) The method and timing of progress reports and of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(v) Technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances;

(c) Obtain on behalf of and in the name of CPV or Developer all necessary Environmental Permits for the Project, except that any Environmental Permits related to off-Site transportation or disposal of Contaminated Soil, groundwater, or any other media impacted by Hazardous Substances shall identify UPRR as the generator of the same and, to the extent practicable, shall be issued in the name of UPRR;

(d) Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project and any measures necessary for the protection of human health and the environment;

(e) Deliver to CPV and Developer at the conclusion of the Project construction all records relating to any facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

(f) Coordinate with UPRR the discharge of the UPRR Obligations. The Environmental Manager shall regularly report in writing to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered within or emanating from the Site, including a written report of UPRR's discharge of UPRR Obligations;

(g) To the extent any dispute arises with UPRR regarding UPRR Obligations, the Environmental Manager shall immediately report such dispute in writing to the Parties; and

(h) Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance.

5. CPV Obligations. Subject to and as limited by the CPV Cost Cap and **Section 9** below, CPV, and not Developer, shall be responsible in connection with development of Parcels A-2, J, K, and B, to pay, on a structure by structure basis until issuance of Occupancy Certificates for such structures (meaning that CPV Obligations with respect to any given structure shall terminate on a structure by structure basis as to and when the Occupancy Certificate is issued for such structure), all costs of each of the following:

(a) Sampling, characterizing, analyzing, remediating, cleaning up, treating, abating, storing, monitoring and disposing of, to the extent required by Applicable Environmental Guidance: (x) Contaminated Soil excavated by Developer; (y) groundwater and

other media diverted, recovered, dewatered or excavated by Developer that contains Hazardous Substances; (z) Hazardous Substances on or within or migrating from or to the surface soils or water, subsurface soils or soil gas or groundwater of, diverted or excavated by Developer;

(b) Reimbursing Developer for CEM Contract costs as required pursuant to **Section 4** above;

(c) Making commercially reasonable efforts to require UPRR to complete the UPRR Obligations in connection with the construction of the Project. To the extent UPRR performs any UPRR Obligations that would otherwise be Developer Obligations, the CPV Cost Cap shall be reduced by the reasonable value of any such performance. To the extent UPRR fails to discharge promptly any UPRR Obligations, Developer shall be responsible for performing the UPRR Obligations, in which case CPV shall reimburse Developer from the CPV Cost Cap the out of pocket costs of such Developer actions. Costs incurred by CPV in requiring or attempting to require UPRR to complete the UPRR Obligations shall not be charged against the CPV Cost Cap. In CPV's sole discretion, CPV may seek reimbursement from UPRR for any or all costs incurred by CPV under this subsection. The CPV Cost Cap shall not be replenished by any amounts UPRR pays to CPV as a resolution of any such action.

(d) If Developer in its sole judgment and discretion obtains a PLL Policy, reimbursing Developer from the CPV Cost Cap for a pro-rata portion of the cost of the premium paid by Developer for such PLL Policy to be calculated by dividing the number of months from the Commencement of Construction on the Parcel covered by the PLL Policy to the issuance of the Occupancy Certificate(s) for such Parcel, on the one hand, by the number of months covered by the term of the PLL Policy, on the other hand. In event that the PLL Policy covers as insured property more than one Parcel within the Project, then CPV's premium reimbursement obligation shall be further pro-rated by dividing the ground surface area of each Parcel on which construction commenced by the total ground surface area of the Parcels insured by the PLL Policy. As an example and for illustration purposes only, if the PLL Policy premium were \$100,000 for 60 months, covered three 500,000 square foot Parcels, and had construction periods of 24 months on each Parcel, then CPV's pro rata portion of the premium would be \$13,200 per Parcel ($24/60 = .40 \times \$100,000 = \$40,000$ and $500,000/1,500,000 = .33 \times \$40,000 = \$13,200$).

Notwithstanding anything to the contrary in this PEMA, CPV shall not be responsible for any costs Developer would incur in the absence of the presence of Hazardous Substances in soil, groundwater, or other media at the Site.

6. Stockpile Area. Developer shall select a location for Developer's temporary off-Site stockpiling soils excavated from the Site. The Parties agree and acknowledge that the costs associated with handling, transporting, stockpiling, and characterizing Contaminated Soil wherever they are transported may be charged against the CPV Cost Cap. Unless a longer period is agreed to in writing by CPV, Developer shall remove and dispose of all soil stockpiled on CPV or CPV Affiliate property within ninety (90) days of any such soil being delivered to the temporary stockpile site.

7. UPRR Claim.

(a) Notwithstanding the prior issuance of any Occupancy Certificate, in the event UPRR makes any written Excess Remediation Costs claim relating to the Project or Site (“UPRR Claim”), Developer and CPV shall notify in writing the other of any UPRR Claim not more than 10 days after receiving written notice of the UPRR Claim.

(b) In submitting to UPRR the notice and information required in the CPV 2006 Memo, Developer or CPV shall instruct UPRR to provide any UPRR Claim notices to both Developer and CPV.

(c) In the event of a UPRR Claim, if and to the extent the CPV Cost Cap has not yet been exhausted, Developer shall promptly (i) notify CPV that Developer will not contest the UPRR Claim, in which case CPV shall either (y) timely pay UPRR the requested reimbursement and charge the reimbursement against the CPV Cost Cap, or (z) contest the UPRR Claim, or (ii) notify UPRR and CPV in writing that any UPRR Claim or some portion thereof is disputed in good faith. In the event CPV contests a UPRR Claim under (i)(z) above, the amount charged against the CPV Cost Cap shall be (a) the amount of the UPRR Claim, or (b) the amount paid by CPV to UPRR in any resolution of such UPRR Claim together with CPV’s fees and costs of contesting the matter, whichever amount is less. The maximum charge against the CPV Cost Cap resulting from any judgment or settlement of such proceeding shall not exceed the amount remaining in the CPV Cost Cap, and CPV shall be solely responsible for any amounts in excess of the original UPRR Claim. Developer shall be solely responsible for any Excess Remediation Costs after exhaustion of the CPV Cost Cap.

(d) Subject to any claim of attorney-client or work product privilege, Developer and CPV shall cooperate in good faith in communicating with each other and considering and analyzing any UPRR Claim. Promptly after receiving notice of a UPRR Claim, CPV and Developer shall provide to each other all information related to any UPRR Claim relied upon by, or in possession or control of, CPV and Developer.

(e) Subject to any claim of attorney-client or work product privilege, CPV and/or CPV Affiliate and Developer shall work cooperatively and in good faith to keep each other informed and involved in all communications and/or proceedings with or against UPRR relating to any disputed UPRR Claim.

8. Lis Pendens. In the event CPV contests a UPRR Claim pursuant to **Section 7** hereof, and such UPRR Claim results in the recording or filing by UPRR of a lien or lis pendens against the Site or any portion thereof, CPV shall, not more than 10 days after any such lien or lis pendens is recorded, remove such lien or lis pendens from encumbering the Site by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs.

9. Termination. All CPV Obligations shall terminate upon (i) the exhaustion of the CPV Cost Cap, or (ii) the issuance of Occupancy Certificates for each structure planned within the Parcels comprising the Site (Parcels A-2, J, K, and B), whichever first occurs. Provided, however, that if the CPV Cost Cap has not yet been exhausted, CPV shall, notwithstanding the issuance of an Occupancy Certificate for any structure within the Project, be responsible for the

costs to dispose of or remediate Contaminated Soil excavated in connection with the construction of such structure prior to issuance of the Occupancy Certificate for such structure, but only to the extent of any remaining CPV Cost Cap. Costs eligible for reimbursement hereunder that are incurred but not billed prior to issuance of an Occupancy Certificate shall be reimbursed after such issuance if funds remain in the CPV Cost Cap.

10. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("**Released Party**") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any Release of Hazardous Substances, any Environmental Condition, or any violation of Environmental Laws occurring on or within the Site prior to the Close of Escrow. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances or any Environmental Condition affecting the Site, or any violation of Environmental Laws.

11. Limited Developer Indemnity Developer shall indemnify, hold harmless, and defend CPV, any CPV Affiliate, council members, mayor, employees, agents, officers, successors, and assigns ("**Indemnified Parties**") of and from all losses or claims for personal injury, property damage, or natural resource damages (collectively "**Claim**") arising out of any failure by Developer to design, construct, or operate the Project in conformance with Applicable Environmental Guidance from and after the Close of Escrow; provided, however, Developer's obligation under this Section does not cover any Claim arising from any negligent act or omission or any intentional misconduct of any of the Indemnified Parties.

12. Covenants Run With the Land. The Parties desire and agree that each of the rights and obligations set forth in this Exhibit I touch, concern and run with the land comprising the Site, benefiting and burdening the Parties' successors and assigns and all successor owners of the Property, and that the Declaration shall be drafted and recorded to give notice to third parties of such rights and obligations.

13. UPRR. Neither any provision of this Agreement nor this Agreement as a whole is an acknowledgement or admission by the Parties that CPV, any CPV Affiliate, the City, or Developer is responsible or obligated to UPRR for any UPRR Claim or otherwise, and UPRR is not intended to be, nor shall UPRR be construed to be, released from any liability or a third-party beneficiary of this Agreement or any provision hereof.

Attachment I-1
[CPV 2006 Memo]

CITY PARKWAY V, INC.

An Affiliate of the City of Las Vegas

August 31, 2006

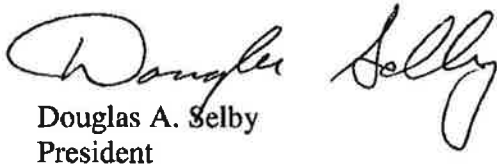
Don Caldwell
Director Special Properties
150 North Santa Anita Ave., Suite 300
Arcadia, CA 91006

Dear Mr. Caldwell,

The Union Park project is moving toward the next phase of development; to install the infrastructure. Keep Memory Alive should also begin construction of the Lou Ruvo Alzheimer's center before the end of the year.

As discussed in our last meeting I have attached an outline of how we intend to handle contaminated soil and groundwater encountered during construction. I will forward to you a copy of the Environmental Management Plan when it is completed.

Sincerely,


Douglas A. Selby
President

Enclosed

Cc: Jim Levy
Christine Smith
Steve Houchens
Mark Vincent
Scott Adams
Rita Brandon

**OUTLINE FOR SOIL AND GROUNDWATER CONTAMINATION
HANDLING AT 61-ACRE SITE IN LAS VEGAS, NEVADA**

1) Environmental Management Plan ("EMP")

- a) Site wide or project by project outline for how to identify and handle hazardous substances encountered during construction on site.
- b) Approved by NDEP in advance of excavation/construction
- c) Will contain, among other matters, criteria and recommendations for:
 - i) Sampling frequency and scope (as may relate to existing and developing information at the site)
 - ii) Procedures for identification of contaminated soils and groundwater
 - iii) The reuse of certain soils containing low levels of hazardous substances encountered during construction on site
 - iv) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill at the site;
 - v) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of hazardous substances exceeding that allowed by NDEP to be used as fill for the project;
 - vi) Identification of any necessary environmental permits for construction and operation of the site

2) Certified Environmental Manager

- a) Engaged by City or Newlands
- b) Responsible for, among other things:
 - i) Preparing the EMP
 - ii) Obtaining any necessary environmental permits for construction of the projects
 - iii) Overseeing the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the projects
 - iv) Coordinating the discharge of UPRR environmental obligations at the site
 - v) Preparing and filing any necessary environmental reports/tests with NDEP
 - vi) Any required ongoing soil and groundwater monitoring, sampling, testing, and reporting

3) Pre-Construction Notice to UPRR

- a) Delivered in writing to the corporate headquarters of UPRR (to such persons as UPRR designates to receive the notice), as soon as practicable after the filing of any application for grading or building permits
- b) Will describe planned construction in detail, including
 - i) Construction schedule, including anticipated hours of daily construction activities

- ii) Grading plans submitted in connection with grading permit applications
 - iii) Construction plans submitted in connection with building permit applications
 - iv) Geotechnical reports and recommendations
 - v) The location of ingress and egress for UPRR activities on site
 - vi) The location of contaminated soil stockpiles for UPRR soil removal
 - vii) The location where UPRR shall, if requested, replace with clean soil the contaminated soil removed by UPRR
 - c) Will indicate that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
 - d) Will indicate that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996
 - e) Will provide contact information for the person sending the notice
- 4) Additional Notices to UPRR
- a) If petroleum product in free or liquid phase is observed in thicknesses greater than ½ inch prior to or during construction activities on site, UPRR will be notified of such observations. The notice will include, at a minimum, the following information:
 - i) The observed location of the free or liquid phase product
 - ii) The method of discovery (groundwater well, open excavation, etc.)
 - iii) Lab analysis of the free or liquid phase product
 - iv) Status of construction activity on site
 - v) A representation that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
 - vi) An indication that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions (subpart (b)) of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996
 - vii) Contact information for the person sending the notice
 - b) If heavy metals are observed in soil or groundwater on site, or heavy metals are observed in soil or groundwater emanating from the site, UPRR will be notified of such observations. The notice will include, at a minimum, the following information:
 - i) The observed location of the heavy metals
 - ii) A summary of the field work done to collect soil or groundwater samples contaminated with heavy metals
 - iii) Lab analysis of soil or groundwater contaminated with heavy metals
 - iv) Status of construction activity on site
 - v) A representation that the person giving the notice is the successor owner (or the agent of the successor owner) of the relevant portion of the site
 - vi) An indication that the notice is given to UPRR for the purpose of initiating UPRR's obligations pursuant to the Environmental Provisions (subpart (c)) of the Grant, Bargain, Sale deed from UPRR to Nevada Stadium Partners Limited Partnership and successors, dated November 12, 1996

vii) Contact information for the person sending the notice

5) Soil Stockpiling

- a) Subject to NDEP EMP approval, soil excavated in the course of construction will be characterized as clean (non-detect for heavy metals or total petroleum hydrocarbon ("tph")), contaminated (greater than 100 ppm tph or greater than state action levels for heavy metals in soil), or contaminated/re-usable (having tph concentrations between 0 and 100 ppm or heavy metal concentrations between 0 and state action levels for soil)
- b) Soil will be handled and stockpiled as required by the EMP
- c) Contaminated/re-usable soils will be used throughout the site as appropriate
- d) Contaminated soils will be stockpiled separately from clean or contaminated/re-usable soils

6) Stockpile Accounting

- a) Contaminated soils will be stockpiled in one or more Contaminated soils stockpiles as directed by the City or Project Manager and as set forth in the approved EMP
- b) The CEM will maintain a volumetric accounting of the following with respect to each Contaminated soil stockpile
 - i) The location of the excavation (e.g., Block A, B, C, etc.)
 - ii) The purpose for which the excavation was made:
 - (1) compliance with geotechnical recommendations
 - (2) footings/slab/elevator shaft
 - (3) road/sidewalk bed
 - (4) landscaping
 - (5) utilities
 - (6) basement/subgrade floors other than for parking
 - (7) subsurface parking
 - (a) for general public
 - (b) not for general public
 - (8) bowl of stadium on which sporting and other entertainment events will take place
 - (a) above 7.5 feet below ground surface ("bgs")
 - (b) below 7.5 feet bgs (together with an indication of whether NDEP required the excavation below 7.5 feet bgs as a result of contamination found above that depth)
 - (c) within 500 feet of Bonneville (together with an indication of whether NDEP required the excavation because of contamination found outside the bowl of the stadium)
 - (9) environmental risk assessment recommendations if applicable
- c) The CEM will send a copy of the stockpile accounting to UPRR on a monthly basis

7) Groundwater Treatment

- a) To the extent groundwater beneath the site has petroleum product in free or liquid phase in thicknesses greater than ½ inch, UPRR will be notified as set forth in Section 4(a)

SOIL/GROUNDWATER HANDLING OUTLINE

8/22/2006

Page 4 of 4

above so that UPRR can remove and/or remediate in accordance with law all such petroleum product in free or liquid phase

- b) To the extent groundwater on or emanating from the site is contaminated with heavy metals, UPRR will be notified as set forth in Section 4(b) above so that UPRR can clean up, correct, or otherwise remediate all such water in compliance with applicable law

Attachment I-2
[Deed Covenants]

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

MAIL TAX STATEMENTS TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

(Space above line for Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;
- B. All matters which would be revealed or disclosed by a physical inspection of the Property;
- C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

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

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (1/2") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated October 21, 1996, by and between Grantor and Grantee, identified in the records of Grantor as Document No. 1-1329-29, as amended by Amendment to Purchase and Sale Agreement dated October 30, 1996), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT:

The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) If requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that Grantee's share (including Grantee's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars (\$3,000,000.00) in the aggregate.

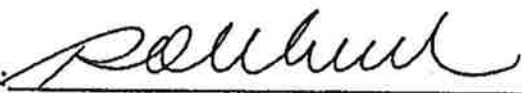
All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of November 12, 1996.

Attest:

 (Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: 
Its: Assistant Vice President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On November 12, 1996, before me, a Notary Public in and for said County and State, personally appeared R. D. Uhrich and R. C. INGRAM, Assistant Vice President and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Milli M. Scheer

Notary Public

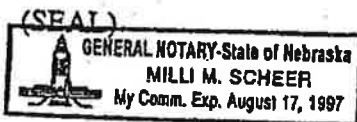


EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Attachment I-3
[Environmental Disclosure Documents]

Symphony Park Environmental Disclosure Documents

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) Truette'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) Kleinfelder Extension Proposal – 03-23-2010.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
 PhaseIIexec.pdf
- 07 Preliminary Geotechnical Studies – Converse Consultants
 Northern Prelim. Geotech.pdf
 Southern 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-annual 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 Forrester letter Well Abandonment 02-04-2004.tif 2 nd Quarter 2010 Groundwater Monitoring Report.pdf
09	Maps	01) Remediation Depth.jpg 02) Uphcfreeprod.pdf 03) upenvscan012803ssm.pdf 04) Environmental 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 4) Kleinfelder Soil and Groundwater Management Plan Clarification addendum 10-29-10.pdf NDEP Conditional Exempt Small Quantity Generator letter 03-04-2010.pdf NDEP Grant approval letter.pdf NDEP Grant Application CP5.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 – Inaccessible “Ghost” files	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 1a) Ruvo Presampling 03-23-2007pf 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
Lied Children Museum
Mass Excavation Photos
December 20 and 31 2010
111 Photos
December 23 2010
102 Photos
December 27 2010
45 Photos
LIED Museum and PAC Garage Pre Excavation Soil Samples.pdf
LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
LIED Pier Drillings 1-5-11 thru 1-18-11
Pre-Excavation Samples 12-16-10
LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10
LIED Museum Soils Report 1-1-11 through 2-28-11
LIED Museum Soils Report 3-1-11 through 3-31-11
LIED Museum Soil Remediation Weigh Tickets 01-04-11
CH2M Hill PAC Boring Report to UPRR – May 2009.pdf
CH2M Hill Pac Soil and Groundwater Study 04-10-2009.pdf
Groundwater Smiths Center 10-23-2007.pdf
Kleinfelder Scope of Work – NDEP funds transfer 02-22-2010.pdf
PAC Kleinfelder Risk Assessment 09-25-2006.pdf
PAC Remediation Cost Cap- Final 05-04-2007.pdf
PAC Soil Excavations 01-01-2010 thru 01-31-2010.pdf
PAC Soil Excavations 02-01-2010 thru 04-30-2010.pdf
PAC Soil Excavations 05-01-2009 thru 06-29-2009.pdf
PAC Soil Excavations 05-27-09 thru 6-12-09.pdf
PAC Soil Excavations 06-13-09 thru 09-18-09
PAC Soil Excavations 09-11-10 thru 10-31-10
PAC Soil Excavations 09-19-09 thru 10-30-09.pdf
PAC Soil Excavations 11-1-09 thru 11-30-09.pdf
PAC Soil Excavations 12-1-09 thru 12-31-09.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

Attachment I-4

[Letter dated September 10, 1991 from NDEP to UPRR]

PETER G. MORROS
Vice Governor

STATE OF NEVADA
BOB MILLER
Governor

L. H. DODGION
Administrator

Administration (702) 687-4870
Air Quality 687-5065
Mining Regulation and Reclamation 687-4670
Waste Management 687-5872
Federal Facilities 687-3880



Wastewater Treatment Services 687-5870
Water Permits and Compliance 687-4670
Water Quality Planning 687-4670
FAX 686-0868

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane
Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;
- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;
- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

William Wimmer
Assistant Vice President
Union Pacific Railroad
September 10, 1991
Page 2

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.
- 2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.
- 3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.
- 4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminants, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.
- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.
- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August-29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

William Wimmer
Assistant Vice President
Union Pacific Railroad
September 10, 1991
Page 3

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of $\frac{1}{4}$ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,


L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins, Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

Attachment I-5

[October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR]

LOW DEPT

1-1329-29

OFF 11/1/96

189850

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

between

UNION PACIFIC RAILROAD COMPANY

"SELLER"

and

PLY STADIUM PARTNERS, INC.

"BUYER"

DATED: October 21, 1996

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EXHIBIT E - GRANT, BARGAIN AND SALE DEED

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EXHIBIT G - MEMORANDUM OF REPURCHASE OPTION

EXHIBITS H-1, H-2, H-3 - STAGE TWO IMPROVEMENTS

TO: OLD REPUBLIC TITLE COMPANY
OF NEVADA
2900 N. Green Valley Parkway
Henderson, Nevada 89014
Attn: Frances Butler
Telephone: (702) 433-2088
Facsimile: (702) 433-8687

Escrow No. 96-40-10610-FB

Date of Opening of
Escrow: October 22, 1996

PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of October 21, 1996, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("Buyer").

ARTICLE I
PROPERTY

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth herein, the real property (the "Property") located in Las Vegas, Clark County, Nevada, shown as Lot 5 on Exhibit A-1, and described in Exhibit A-2 attached hereto and hereby incorporated herein.

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Seller under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use of the Property by Buyer, its successors or assigns.

Subject to Seller's obligations under Section 3.2, it is understood that this Agreement is, and the sale and conveyance made pursuant to this Agreement shall be, subject to any and all applicable federal, state and local laws, orders, rules and regulations and any and all recorded easements, restrictions and all other outstanding rights of record and exceptions, reservations and conditions contained in prior recorded instruments.

ARTICLE II PURCHASE PRICE

2.1 Base Purchase Price. The base purchase price for the Property is Forty-Five Million Dollars (\$45,000,000.00) ("Base Purchase Price"). It is agreed that of the deposit ("Terminated Agreement Deposit") paid to and/or retained by Seller as liquidated damages under Purchase and Sale Agreement between Buyer and Seller dated November 20, 1995 (the "Terminated Agreement"), the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00), hereafter called the "Credited Portion", shall be credited towards the Base Purchase Price at Closing (as defined in Section 7.2) but if and only if Closing occurs in accordance with the terms of this Agreement. Except as provided in the previous sentence, Purchaser acknowledges that the Terminated Agreement Deposit shall be and remain the property of Seller. Purchaser hereby waives, releases and forever discharges Seller from any and all claims, actions, causes of action, demands, suits, damages, costs or expenses which Buyer now has or may have in the future, known or unknown, relating in any manner to the Terminated Agreement, including, without limitation, the Terminated Agreement Deposit. The foregoing release shall survive Closing and any termination of this Agreement. In no event shall the Terminated Agreement Deposit or the Credited Portion be deemed to be an earnest money or other deposit under this Agreement.

2.2 Payment of Base Purchase Price. On or before the Closing Date (as defined in Section 7.2), Buyer shall deposit into escrow with Old Republic Title Company of Nevada, 2900 N. Green Valley Parkway, Henderson, Nevada 89014 ("Escrow Holder"), a sum equal to the Base Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 and 7.7, less the amount of the Credited Portion. Such deposit shall be made by confirmed wire transfer of funds for immediate credit.

2.3 Additional Purchase Price.

(a) Additional Purchase Price. Buyer shall pay to Seller, as Additional Purchase Price, the amounts described in subparagraphs (i), (ii) and (iii) below:

(i) Transfer Proceeds. Upon any Transfer (as defined below in this subparagraph (i)) made prior to the completion of a Development Project (as defined in subparagraph (iii) below) on the portion of the Property so Transferred, Buyer shall pay to Seller the "Transfer Proceeds". The Transfer Proceeds are two and one-half percent (2½%) of the amount, if any, by which the gross sales price for such Transfer of whatever form or nature (including, without limitation, cash, the outstanding balance of any financing then encumbering the Property which will remain as a lien on the Property following

such Transfer, the original principal amount of any promissory note received as a part of the proceeds of such Transfer, the cash equivalent of the fair market value of any other non-cash consideration, and, with respect to a taking in eminent domain, the entire award payable in connection with such taking) exceeds, in the case of a Transfer of all of the Property or of Buyer, the sum of \$41,500,000.00, or in the case of a partial Transfer, a prorata portion of \$41,500,000.00 based on the percentage of the total gross square footage of the Property so Transferred or the percentage interest in Buyer so Transferred. For example, if 20% of the total gross square footage of the Property or of the total interests in Buyer is Transferred, and the gross sales price for such Transfer is \$9,000,000.00, then the Transfer Proceeds to be paid to Seller for such Transfer are \$17,500.00. Upon payment to Seller of the Transfer Proceeds for a particular Transfer, there shall be no obligation to pay Transfer Proceeds on a subsequent Transfer of the same interest.

The term "Transfer" as used in this Agreement means any sale, transfer, conveyance or other disposition of the Property or any part thereof (excluding easements and other similar non-possessory interests, leases or licenses for purposes of occupying or using improvements, and mortgages, deeds of trusts and other security interests and sale/leaseback transactions in connection with the financing of the acquisition of the Property and/or the construction of improvements thereon; but including, without limitation, any transfer as a result of or in lieu of condemnation) or of a 5% or more interest in Buyer (excluding the pledge or grant of a security interest in any interest in Buyer, but including, without limitation, a transfer of a five percent (5%) or more interest in Buyer effected by the merger or consolidation, whether voluntary or involuntary, of Buyer with another corporation, or a transfer of outstanding stock of Buyer), to any person or entity or group of persons and/or entities other than to an Affiliate of Buyer (as defined below in this subparagraph (i)). Any disposition of collateral covered by a mortgage, deed of trust or security agreement effected by Buyer or an Affiliate of Buyer shall not constitute a "Transfer" if the disposition is made through or in lieu of foreclosure, and no subsequent disposition of such collateral shall constitute a Transfer. In the case of a foreclosure or transfer in lieu of foreclosure of all of the equity interests in Buyer, neither a subsequent transfer of such equity interests nor a subsequent transfer of the Property will constitute a Transfer.

The term "Affiliate of Buyer" as used in this Agreement means (A) any person or entity that may be related

to, or affiliated with, Buyer, or CS First Boston, Lehman Brothers or any other financial institution providing substantial financing or equity (of not less than \$2.5 million) for the acquisition or development of the Property (or any entity formed by Buyer or any such financial institution), (B) any person or entity that owns or controls a five percent (5%) or more interest in Buyer (or any entity formed by Buyer), or (C) any entity in which the controlling interest is owned by one or more of the present stockholders of Buyer or any such financial institution (or any entity formed by Buyer or any such financial institution).

(ii) Stadium Bonus. If a sports/entertainment stadium is constructed on the Property, and Buyer or any Affiliate of Buyer (except for any lender acquiring the Property or all of the equity interests in Buyer by foreclosure or transfer in lieu of foreclosure) has any interest whatsoever in such project (and regardless of whether all of the Property has theretofore been Transferred), then Buyer, its successors or assigns (other than any such lender, and Buyer shall not be obligated to pay such amount if it is then owned by such a lender due to foreclosure or transfer in lieu of foreclosure), shall pay to Seller Ten Million Dollars (\$10,000,000.00) upon substantial completion of such stadium. No payments of Transfer Proceeds or any other amounts shall be credited against such amount. Upon payment of the Stadium Bonus, no further Transfer Proceeds shall be payable hereunder.

(iii) Excess Remediation Costs. Within thirty (30) days after rendition of bill therefor by Seller together with documentation reflecting that Seller has incurred the costs for which reimbursement is sought, Buyer shall pay to Seller all costs incurred from time to time by Seller, its successors or assigns, in complying with its soil remediation obligations pursuant to Section 3.2 or under the Deed (as defined in Article IV) with respect to the following soil:

- (1) all soil excavated from the Property in order to construct subsurface parking for the general public or patrons of any sports/entertainment stadium, or other major entertainment complex of the nature of a Disney World, Universal Studios, Sea World, Church Street Station or MGM Grand, constructed on the Property (expressly excluding subsurface parking incident to the management and operation of the stadium or entertainment complex); and
- (2) all soil excavated more than 7½ feet below the now current grade level of the Property within the "bowl" or area of the stadium on which sporting and other entertainment events will take place (the

"Sports/Entertainment Area"), except to the extent NDEP (as defined in Section 3.2(a)) or other governmental authorities having jurisdiction require excavation to continue below 7½ feet by reason of contamination uncovered above that level; and

- (3) all soil excavated within that portion of the Sports/Entertainment Area (regardless of the depth or purpose of excavation) that is located within 500 feet of the current right-of-way of Bonnevill Avenue, except to the extent NDEP or other governmental authorities having jurisdiction require excavation in such area by reason of contamination uncovered outside of such portion of the Sports/Entertainment Area.

The portion of the Additional Purchase Price described in this subparagraph (iii) is hereafter referred to as the "Excess Remediation Costs".

(b) Statements, Books and Records. With each payment of Transfer Proceeds, Buyer shall furnish to Seller a statement, certified by a public accounting firm, which statement shall show the calculation and a detailed breakdown of all items necessary for such calculation. Buyer shall keep and maintain at all times full and accurate books in accordance with generally accepted accounting principles, adequate to correctly reflect each such item. Such books and records shall be available at the Property or at Buyer's Dallas, Texas offices for Seller's inspection, copying and review during reasonable business hours until the expiration of two (2) years after Buyer's obligation to pay Transfer Proceeds shall have been released of record as provided under subparagraph (d) below.

(c) Release of Obligation. If Buyer or any successors or assigns, within three (3) years after Closing, pays to Seller the sum of Ten Million Dollars (\$10,000,000.00), hereafter called the "Release Payment", then Buyer and its successors and assigns shall be relieved of the obligation to pay the Stadium Bonus or any Transfer Proceeds which have not accrued prior to payment of the Release Payment. No payments of Transfer Proceeds or any other amounts shall be credited against the Release Payment.

(d) Memorandum of Rights. A memorandum ("Memorandum of Rights") of Seller's rights to the Additional Purchase Price in the form marked Exhibit B, attached hereto and made a part hereof, shall be executed by Buyer and Seller, and recorded at Closing. Buyer shall also cause its lender(s) to execute such documents (including documents in recordable form) as may be reasonably requested from time to time by Seller to confirm the first priority of Seller's right to the Excess Remediation Costs. Upon payment to Seller of Transfer Proceeds, or the Stadium Bonus, or the Release Payment, or completion of a Development Project on a portion of the

Property, a full or partial release of the Memorandum of Rights as to the Transfer Proceeds and/or the Stadium Bonus, as applicable, shall be executed by Seller and provided to Buyer.

(e) Binding Effect of Additional Purchase Price Obligation. The obligation to pay to Seller the Excess Remediation Costs shall run with the land, but no former owner shall have any liability for Excess Remediation Costs incurred by Seller after such former owner has transferred title and ceased to be an owner. Buyer's covenants to pay the Transfer Proceeds and the Stadium Bonus are both personal covenants of Buyer and covenants that run with the land and bind all owners and former owners until such time as such covenants have been satisfied; provided, however, that (i) any transferring party (except for Buyer) shall only be obligated to pay any Transfer Proceeds attributable to the Transfer made by it, and (ii) the obligations to pay Transfer Proceeds and the Stadium Bonus shall be subordinate to the lien(s) securing Buyer's financing for the acquisition of the Property and initial construction financings for any and all Development Projects (as defined in Section 10.1) on the Property. Seller shall execute such documents (including documents in recordable form) as may be reasonably requested from time to time by the lender providing such financing to confirm the subordination of such covenant to such lender's lien.

(f) Survival. The provisions of this Section 2.3 shall survive the Closing.

2.4 Waiver of Right to Record Lis Pendens. AS A MATERIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, BUYER EXPRESSLY WAIVES (A) ANY RIGHT AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY, (B) ITS RIGHT TO SPECIFIC PERFORMANCE, PRIOR TO THE ACTUAL CLOSE OF ESCROW, IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER AND (C) ITS RIGHT TO BRING ANY ACTION, PRIOR TO THE ACTUAL CLOSE OF ESCROW, THAT WOULD IN ANY WAY AFFECT TITLE TO OR THE RIGHT OF POSSESSION OF ALL OR ANY PORTION OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE ACTUAL CLOSE OF ESCROW, BUYER DOES NOT AND SHALL NOT HAVE ANY RIGHT, TITLE AND/OR INTEREST IN THE PROPERTY OR ANY PORTION THEREOF. BUYER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS WAIVER BY PLACING THEIR SIGNATURES OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

Seller:



Buyer:



ARTICLE III
"AS IS" SALE; ENVIRONMENTAL PROVISIONS

3.1 Condition of Property. Buyer and its representatives have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives have desired, including, without limitation, governmental laws and regulations to which the Property is subject. Buyer, by execution of this Agreement, accepts the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "as is" condition with all faults, except as otherwise provided in Section 3.2 below. Buyer further acknowledges that Buyer has received, reviewed and is knowledgeable of the matters contained in Exhibit C attached hereto and incorporated by this reference (the "Property Materials"). Seller makes no representation or warranty as to the accuracy or completeness of the Property Materials, except that Seller represents that to the best of its knowledge the Property Materials, the September 10, 1991 letter referred to in subparagraph (c) below, the October 10, 1991 letter from Bill Wimmer of Seller to NDEP and the Environmental Provisions contained in the Deed referred to in Article IV, correctly and accurately reflect the current agreement between NDEP and Seller with respect to Seller's remediation obligations for the Property. Except as specifically set forth in Section 8.1, Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property. In particular, but without limitation, and except as specifically set forth in Section 8.1, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and, except as otherwise provided in Section 3.2 below, Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller agrees to reasonably cooperate with Buyer (including Buyer's lenders) in Buyer's conduct of due diligence with respect to the Property prior to Closing, including, but not limited to, providing access to all documents and files (excluding documents subject to the attorney-client privilege or to confidentiality agreements) requested by Buyer (or such lenders), providing access to Seller's personnel and authorizing Buyer's (and

such lenders') communication with NDEP and other governmental authorities.

3.2 Seller's Environmental Obligations.

(a) Pursuant to an order issued to Seller by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection ("NDEP") on May 26, 1987 (the "NDEP Order"), an environmental consultant, on behalf of Seller, conducted a site characterization investigation covering the Property and certain adjacent properties owned by Seller, which was completed in March, 1989. The March 1989 site characterization disclosed the presence of certain contamination in, on and/or under the Property and such adjacent properties (the "Subject Contamination"). Seller thereafter provided to NDEP, as required by the NDEP Order, descriptions of its recommended action level for clean-up for the Total Petroleum Hydrocarbon ("TPH") and remediation of lead and solvents. By letter dated September 10, 1991 from NDEP to Seller, copy of which is marked Exhibit D, attached hereto and incorporated herein by reference, NDEP set forth its requirements for remediation of TPH and its response to Seller's recommended remedial action for solvents and lead (the "Plan"). Seller covenants and agrees to comply with the Plan with respect to the remediation of the Subject Contamination, as amended or modified pursuant to the terms, standards and acceptable levels of clean-up of the Subject Contamination as required by NDEP or agreed to by NDEP and Seller in the future, including without limitation, any clean-up work, monitoring and recovery work and offsite work required by NDEP to be performed with respect to the Subject Contamination (the "Modified Plan").

(b) In addition to Seller's obligation to remediate the Subject Contamination pursuant to the Plan or Modified Plan, Seller covenants to remediate all hazardous substances (hereinafter defined) contained within soil excavated from the Property for the sports/entertainment stadium or any other Development Project, or contained within soil or groundwater encountered during such construction, to the extent the hazardous substances are required to be remediated from such soil or groundwater under any consent decree entered into by Seller or any applicable order validly issued by any federal, state or local governmental entity, or as negotiated in good faith between Seller and Buyer. The term "hazardous substances" means any hazardous or toxic substances, materials, or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Table [49 CFR 172.101] or by the Environmental Protection Agency as hazardous substances [40 CFR Part 302] and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state, or federal law, including, without limitation, any material, waste, or substance that is: (i) petroleum; (ii)

asbestos; (iii) polychlorinated biphenyls; (iv) designated as "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §1251, et seq. [33 U.S.C. §1321] or listed pursuant to §307 of the Clean Water Act [33 U.S.C. §1317]; (v) defined as a "hazardous waste" pursuant to §1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. [42 U.S.C. §6903]; or (vi) defined as a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. [42 U.S.C. §9601]; excluding, however, from the definition of "hazardous substances" (x) the Subject Contamination, and (y) any hazardous substances not present on, in or under the Property on the date of Closing. Buyer agrees that Seller may perform its remediation obligations under this subparagraph (b) at the same time that it performs its remediation obligations under subparagraph (c) below with respect to the Subject Contamination pursuant to the Plan or Modified Plan, unless required to be performed earlier under any consent decree entered into by Seller or any applicable order validly issued by any federal, state or local governmental entity. Seller's obligations under this subparagraph (b) shall expire and terminate upon completion of a Development Project on the Property, but only with respect to the parcel of the Property upon which such Development Project is constructed if less than all of the Property.

(c) It is acknowledged by both parties that certain remediation of the Subject Contamination is not required to be performed under the Plan until such time as construction excavation operations commence and proceed as required for the development of the Property. Seller agrees that unless required to be conducted earlier under any consent decree entered into by Seller or any applicable order validly issued by any federal, state, or local governmental entity, any such remediation of the Subject Contamination required to be performed under the Plan or Modified Plan or under subparagraph (b) above shall be conducted by Seller during the course of Buyer's construction excavation operations in a diligent manner and in coordination with the development schedule of Buyer to the extent reasonably practicable; provided, however, that Buyer shall provide Seller with Buyer's plan and schedule for development (and any modifications thereof) as soon as available. Buyer acknowledges and agrees that Seller shall not be required to perform any excavation-related or other development activities which otherwise would be performed in connection with the development of the Property in the absence of the remediation requirements of the Plan or Modified Plan or the requirements of subparagraph (b) above, i.e., any activities which are not directly and solely attributable to the remediation of the Subject Contamination in accordance with the Plan or Modified Plan or remediation as required under subparagraph (b) above. Seller agrees that soils excavated during Buyer's construction on the Property which have TPH contamination in excess of one hundred (100) mg/Kg will be disposed of by Seller to the extent such

contamination was present on the Property on the date of Closing, and that soil and groundwater contamination that was present on the Property on the date of Closing and that is encountered during Buyer's construction on the Property, will be disposed of by Seller as required by the Plan or Modified Plan or pursuant to paragraph (b) above.

(d) Buyer acknowledges that Seller and NDEP shall have the right to agree upon the Plan and Modified Plan from time to time as NDEP and Seller reasonably and in good faith deem appropriate, provided, however, that notwithstanding any other provision of this Article III, Seller may not modify the Plan to lessen its responsibility for remediation of the Subject Contamination with respect to the Property, or in a manner that would have an adverse effect on Buyer's ability to construct any Development Project on the Property. Buyer shall not interfere in any manner with Seller's control over or implementation of the Plan or Modified Plan, or otherwise interfere with respect to the requirements of NDEP or any other governmental agency for remediation. Buyer and Seller shall furnish the other with advance written notice of any communication with NDEP or any other environmental agency proposed by such party with respect to the Subject Contamination, the Plan, the Modified Plan, or any other remediation for which Seller is responsible under subparagraph (b) above, and the opportunity, to the extent practicable, to be present at any meetings with NDEP. Buyer and Seller agree to cooperate with each other in dealing with NDEP with respect to the Plan, the Modified Plan, or any other remediation for which Seller is responsible under subparagraph (b) above, including, but not limited to, sending copies of all correspondence between NDEP and Buyer or Seller, as appropriate, to the other party or parties.

(e) Subject to Seller's coordination obligations under subparagraph (c) above, any and all construction activity on the Property shall be coordinated with Seller's implementation of the Plan or Modified Plan, and with Seller's performance of its other obligations under this Section 3.2. Seller, its agents and contractors, shall have access to the Property to the extent necessary to implement the Plan or Modified Plan or to otherwise fulfill Seller's obligations under this Section 3.2. Seller shall give Buyer reasonable advance notice of any such entry, and shall indemnify, defend and hold Buyer harmless from and against any claims for personal injury or property damage caused by such entry, excluding claims for damage to the Property or any improvements thereon which could not reasonably have been avoided in implementing the Plan or Modified Plan or in otherwise fulfilling Seller's obligations under this Section 3.2.

(f) Seller hereby agrees to protect, defend, indemnify and hold harmless Buyer from and against any and all reasonable testing, removal, clean-up, disposal and remediation costs or

expenses (including reasonable attorneys' and consultants' fees) actually incurred out-of-pocket by Buyer as a result of Seller's failure to comply with Seller's obligations under this Section 3.2, but expressly excluding any and all lost profits and consequential damages. The foregoing provision shall not apply if Seller is prevented from complying with Seller's obligations under this Section 3.2 by reason of Buyer's acts or omissions, including, without limitation, failure of Buyer to provide Seller with the necessary access to the Property.

(g) Seller agrees that notwithstanding any other provision of this Agreement, Buyer's rights under this Section 3.2, subject to all of the provisions of this Article III and to the provisions of Section 2.3(a)(iii), may be assigned to Buyer's successors in interest from time to time of an interest in the Property or any portion thereof, or to any financial institution providing substantial financing or equity (of not less than \$2.5 million) for the acquisition or development of the Property or any portion thereof, but may not be assigned to any other party.

(h) Seller's obligations under this Section 3.2 are subject to the provisions of Section 2.3(a)(iii).

(i) The provisions of this Section 3.2 shall survive the Closing.

3.3: Buyer's Release. Except for Seller's environmental obligations under Section 3.2 above, Buyer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Seller, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Property as it existed on the date of Closing, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act. The foregoing release shall (a) become inoperative in the event all of the Property is reconveyed to Seller as provided in Section 10.1 due to Seller's exercise of the repurchase option, and (b) not be applicable to any release of hazardous substances by Seller after the date of Closing. The provisions of this Section 3.3 shall survive the Closing.

**ARTICLE IV
TITLE TO PROPERTY**

At the Closing (as defined in Section 7.2), Seller shall convey the Property to Buyer by execution and delivery of that certain Grant, Bargain and Sale Deed attached hereto as Exhibit E and incorporated herein (the "Deed"). Title shall be evidenced by the issuance or commitment to issue by Old Republic Title Company of Nevada, 2900 N. Green Valley Parkway, Henderson, Nevada 89014 (the "Title Company") of an ALTA extended coverage owner's policy of title insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

(a) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Property;

(b) Standard exceptions other than those not included in extended coverage, and exceptions disclosed by Preliminary Title Report ("Title Report") issued by Title Company, Order N. 95-400-8216-FB, dated March 19, 1996;

(c) The reservation of water and water rights and any other exceptions or reservations set forth in the Deed;

(d) The Memorandum of Rights referred to in Section 2.3;

(e) The covenant and repurchase option referred to in Section 10.1;

(f) The covenant regarding landscaping referred to in Section 10.2; and

(g) The covenant regarding Stage Two Improvements referred to in Section 10.3.

**ARTICLE V
BUYER'S CONDITIONS TO CLOSING**

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Title. Title Company shall be prepared to issue or commit to issue the Title Policy.

5.2 Compliance by Seller. The representations and warranties of Seller set forth in Section 8.1 shall be materially true and correct as of Closing, and Seller shall have performed and complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE VI
SELLER'S CONDITION TO CLOSING

It is a condition precedent to Seller's obligation to sell the Property that the representations and warranties of Buyer set forth in Section 8.2 shall be materially true and correct as of Closing, and Buyer shall have performed and complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE VII
OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit three (3) executed counterparts of this Agreement with Escrow Holder, and this instrument shall serve as the instructions to Escrow Holder for creation of the Escrow to consummate the purchase and sale contemplated hereby. Seller and Buyer agree to execute such supplementary Escrow instructions containing Escrow Holder's general provisions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Holder's general provisions, the terms of this Agreement shall control. The Opening of Escrow shall be the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder shall be responsible only for undertaking such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary Escrow instructions delivered by the parties.

7.2 Closing.

(a) The consummation of the transaction contemplated by this Agreement and Escrow and the recording of the Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made on or before October 31, 1996 (the "Closing Date").

(b) If the Closing does not occur on or before the Closing Date, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any further obligations hereunder (except for the obligations of Buyer pursuant to Section 11.10) and, unless the Escrow fails to Close due to a default by Seller or a termination of this Agreement pursuant to Article IX below, all documents and

other instruments shall be returned to the party depositing the same into Escrow. In the event neither party is in default, or both parties are in default, then the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and preparation of updates to the Title Report (the "cost of cancellation of Escrow") shall be shared equally between Buyer and Seller. In the event only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.3 Delivery by Seller. Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following:

- (a) The Deed, duly executed and acknowledged by Seller.
- (b) Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 in the form attached hereto as Exhibit F, duly executed by Seller.
- (c) The Memorandum of Rights, duly executed and acknowledged by Seller.
- (d) The Memorandum of Repurchase Option (as defined in Section 10.1), duly executed and acknowledged by Seller.
- (e) Any other documents or instruments called for hereunder which have not previously been delivered.

7.4 Delivery by Buyer. Not later than one (1) business day prior to the Closing Date, unless otherwise provided below, Buyer shall deposit with Escrow Holder the following:

- (a) A sum equal to the Base Purchase Price, plus additional amounts which are required pursuant to Sections 7.6 and 7.7 to close Escrow, less the amount of the Credited Portion. Such sum need not be deposited until prior to 1:00 p.m. Pacific Standard Time (PST) on the Closing Date. Seller shall have no right to any funds deposited with Escrow Holder by any lender of Buyer, provided, however, that such funds shall not be considered to have been deposited by Buyer as required herein unless and until all of such lender's requirements for disbursement to Seller shall have been satisfied (other than such requirements as are also conditions under this Agreement to Buyer's obligation to Close), and provided

further, that Seller shall in no event be bound by any such lender requirements and that nothing herein contained shall limit Seller's right to pursue damages from Buyer if this transaction fails to Close due to default of Buyer.

(b) The Memorandum of Rights, duly executed and acknowledged by Buyer and Buyer's lender(s).

(c) The Memorandum of Repurchase Option, duly executed and acknowledged by Buyer and Buyer's lender(s).

(d) Any other documents or instruments called for hereunder which have not previously been delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the date of Closing, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the date of Closing. Seller and Buyer hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the date of Closing shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed sixty (60) days after the date of Closing and either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the date of Closing to the date of payment.

7.7 Costs and Expenses. Seller shall pay the premium for the Title Policy (to the extent it does not exceed the cost of a standard owner's ALTA policy). Seller shall pay the cost of any documentary or other transfer taxes applicable to the sale of the Property. Buyer shall pay that portion, if any, of the premium and endorsements for the Title Policy to the extent they exceed the cost of a standard owner's ALTA policy, and all recording charges. Buyer and Seller shall share equally all other costs and charges of the Escrow, except in the event of a default by either party, in which case the defaulting party shall be responsible for all costs and charges of Escrow.

7.8 Closing of Escrow. Provided that Escrow Holder has received the documents and funds described in Sections 7.3 and 7.4 hereof, that Escrow Holder has not received prior written notice from either party that an agreement of either party made hereunder has not been performed, or to the effect that any condition set forth herein has not been fulfilled, and the Title Company has issued or is unconditionally prepared and committed to issue to Buyer as of the date of Closing the Title Policy, Escrow Holder is authorized and instructed to (a) record the Deed and the Memoranda of Right to Proceeds and Repurchase Option, (b) deliver to Buyer the items deposited by Seller pursuant to Section 7.3, with copies thereof to Seller, (c) deliver the Base Purchase Price to Seller, less Seller's share of prorations and costs of Escrow in accordance with Section 7.9, (d) deliver to Seller the items deposited by Buyer pursuant to Section 7.4, with copies thereof to Buyer, (e) deliver conformed copies of the recorded Deed and the Memoranda of Right to Proceeds and Repurchase Option to Buyer and Seller, and (f) deliver the Closing Statements to the parties in accordance with Section 7.10. Escrow Holder is instructed to request that the amount of the documentary transfer tax due for the Property be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made.

7.9 Disbursement of Funds. At Closing, Escrow Holder shall disburse the Base Purchase Price (as adjusted pursuant to the statement of prorations to be delivered to Escrow Holder pursuant to Section 7.6) less Seller's share of costs of Escrow, in immediately available funds. Unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer to Seller as follows:

First Bank
Omaha, Nebraska
ABA #104000029
Account No.148744571164
For Credit Treasurer, Union Pacific Railroad Company

Such funds are to be wired as of 11:00 a.m. on such date in order that such funds may be received by Seller on the date of Closing .

7.10 Notification: Closing Statements. If Escrow Holder cannot comply with the instructions herein and to be provided, Escrow Holder is not authorized to cause the recording of the Deed. If Escrow Holder is unable to cause the recording, Escrow Holder shall notify Seller's representative, R. David Uhrich, at (402) 271-4927, and Buyer's representative, Paul Tanner, at (214) 732-0010, without delay. Immediately after the Close of Escrow, Escrow Holder shall deliver to Seller at the address provided in Section 11.1 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 11.1 a true,

correct and complete copy of Buyer's Closing Statement, in form customarily prepared by Escrow Holder.

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations of Seller. Seller hereby represents and warrants to Buyer as of the date of this Agreement as follows:

(a) Union Pacific Railroad Company is a corporation duly organized and validly existing under the laws of the State of Utah and is in good standing under the laws of the State of Nevada, and has the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the Closing will be, provided Buyer has duly executed those documents requiring Buyer's signature, legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) Seller has received no written notice from any governmental entity or representative thereof of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency relating to the Property.

(d) Seller has received no written notice from any governmental entity or representative thereof of any pending public improvements or assessments affecting the Property, or proceedings to reduce or increase the ad valorem taxes on the Property.

(e) Seller has no actual, current knowledge of any pending actions, suits or proceedings against or involving the Property (including, without limitation, any condemnation or eminent domain proceedings).

(f) Seller has made available to Buyer complete copies, as the same appear in the files of Seller's Environmental Management Group, of all documents in Seller's possession in such files within the current, actual knowledge of Rick Eades, Seller's Director of Environmental Site Remediation, and R. David Uhrich, Seller's Assistant Vice President-Contracts and Real Estate, that substantially relate to the environmental condition of the Property.

8.2 Representations of Buyer. Buyer hereby represents and warrants to Seller as of the date of this Agreement as follows:

(a) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and is qualified to do business in the State of Nevada with full power and authority to enter into and comply with the terms of this Agreement.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the Closing will be, provided Seller has duly executed those documents requiring Seller's signature to be duly authorized, legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.3 Accuracy as of Closing. All representations and warranties by the respective parties contained herein are intended to remain materially true and correct as of the time of the Closing of Escrow. In the event of any material change to any of said representations and warranties, the party with knowledge of such change shall promptly notify the other.

8.4 Survival; Notice of Breach. The representations and warranties contained in Sections 8.1 and 8.2 shall not merge with the Deed in the event Buyer acquires the Property; provided, however, that neither Seller nor Buyer shall have any cause of action or claim for a breach of representations and warranties set forth in Sections 8.1 and 8.2 (such party having a claim being referred to herein as a "Claimant") unless a "Notice of Breach" (as hereinafter defined) shall have been theretofore delivered by Claimant to the party claimed to be in breach within twenty-four (24) months following the Close of Escrow (the "Claims Period"). Failure of a Claimant to deliver a Notice of Breach within the Claims Period shall terminate any and all causes of action, claims, or rights with respect to a breach by the other party of the representations and warranties made by such party in Sections 8.1 and 8.2. Each Notice of Breach shall describe with specificity and particularity the nature of the alleged breach and the total amount of all losses, liabilities, damages, costs, expenses and other amounts which the Claimant will be entitled to claim at law with respect to such alleged breach.

ARTICLE IX CONDEMNATION

If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within fifteen (15) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this

Agreement, in which case neither party shall have any further rights or obligations under this Agreement other than the obligations of Buyer under Section 11.10). If neither party elects to terminate pursuant to this Article IX, the net proceeds of condemnation awards payable to Seller by reason of such condemnation shall be paid or assigned to Buyer upon the Close of Escrow.

ARTICLE X POST SALE COVENANTS AND CONDITIONS

10.1 Covenant to Construct Development Project: Repurchase Option.

(a) Buyer covenants to commence construction of a Development Project on the Property within three (3) years after Closing (subject to extension for the period of any delay in commencement of construction caused by remediation required to be performed by Seller under Article III hereof prior to commencement of construction). For purposes of this Agreement, a "Development Project" shall mean any of the following projects:

- (1) sports/entertainment stadium;
- (2) convention center;
- (3) hotel or motel;
- (4) office building;
- (5) research and development project;
- (6) retail project;
- (7) any other project acceptable to the City of Las Vegas, Nevada.

Such construction shall be considered to have commenced only when all of the following events have occurred: (i) Buyer shall have closed on financing in an amount sufficient (together with available equity) to fund the construction of the Development Project, (ii) Buyer shall have received all necessary governmental approvals and permits for the construction of the Development Project, and (iii) Buyer's contractor shall have become physically engaged in the work of construction.

(b) If Buyer does not commence such construction within such three (3) year period (as same may be extended as aforesaid), then Seller shall have the option to repurchase the Property. The repurchase option may be exercised only by written notice of exercise given by Seller to Buyer within sixty (60) days after the end of such three (3) year period (as may be extended as provided

in subparagraph (a) above). The repurchase price shall be the greater of (i) the sum of Fifty-Two Million Dollars (\$52,000,000.00) and any amount paid by Buyer under 10.3 below or (ii) the Fair Market Value (as defined in subparagraph (d) below) at the time the repurchase option is exercised. Seller may terminate its exercise of the repurchase option by giving Buyer written notice of termination within ten (10) days after the Fair Market Value is determined. Closing on the repurchase option shall occur within thirty (30) days after the Fair Market Value is determined. At such Closing, title to the Property shall be reconveyed by Buyer to Seller by duly executed Grant, Bargain and Sale Deed, and shall be free and clear of all liens, encumbrances and exceptions other than those existing at Closing that were not created by Buyer and such utility easements and similar encumbrances as Buyer may have executed in connection with its proposed development of the Property for a Development Project.

(c) Seller's repurchase option shall be evidenced of record by a Memorandum of Repurchase Option in the form of Exhibit G attached hereto and made a part hereof, to be executed by Seller and Buyer and recorded at Closing. Buyer shall also cause its lender(s) to execute such documents (including documents in recordable form) as may be reasonably requested from time to time to confirm the first priority of Seller's repurchase option. If Seller does not timely exercise the repurchase option, or if Buyer commences construction of the Development Project within three (3) years after Closing, or if Seller, or any affiliate or successor through merger or consolidation to Seller, ceases to hold title to at least twenty-five percent (25%) of the land area comprised of Lots 1, 2, 3, 4, 7, 8, 9 and 10 of Parkway Center, then, in any such event, the development covenant in subparagraph (a) above and Seller's repurchase option shall be extinguished, and after written request from Buyer or Buyer's lender(s), Seller shall execute and deliver an appropriate document in recordable form releasing such development covenant and repurchase option.

(d) Fair Market Value shall be determined as follows: Within thirty (30) days after Seller's notice of exercise of the repurchase option, Buyer and Seller shall each appoint an independent MAI real estate appraiser with at least ten (10) years' experience in appraising properties similar to the Property in the Las Vegas, Nevada area (a "Qualified Appraiser"). Each Qualified Appraiser shall independently determine the fair market value of the Property. Such fair market value shall be determined as of the date of Seller's notice of exercise of the repurchase option, using generally accepted appraisal methods. If the difference in fair market value as determined by the two (2) Qualified Appraisers is within ten percent (10%) of each other, then the average of fair market values as determined by the Qualified Appraisers shall be the Fair Market Value. If the difference in fair market value established by each Qualified Appraiser is greater than ten percent

(10%), then the two (2) Qualified Appraisers shall select a third Qualified Appraiser to independently determine the fair market value, and the Fair Market Value shall be the average of the fair market values established by the appraisals of the two (2) Qualified Appraisers whose fair market values are closest to each other.

10.2 Landscaping. The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Seller's Parkway Center ownership. Buyer agrees that Seller may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Property upon which landscaping is not hereafter installed in connection with the development thereof, and that Buyer shall reimburse Seller for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Buyer may eliminate such irrigation facilities as to such developed and landscaped portions of the Property, provided that Buyer does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. The provisions of this Section 10.2 shall be a covenant running with the land, and shall be included in the Deed. If Buyer transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

10.3 Participation in Stage Two Improvements.

(a) Buyer acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

- (i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit H-1;
- (ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit H-2;
- (iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit H-3.

(b) If requested by Seller or the City of Las Vegas, Buyer agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation

of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Seller and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Buyer agrees that Buyer's share (including Buyer's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Seller and the City of Las Vegas. If Buyer is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Buyer shall reimburse Seller and other property owners, on a proportionate basis, to the extent of Buyer's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Buyer pursuant to this Section 10.3 shall be Three Million Dollars (\$3,000,000.00) in the aggregate.

(c) Buyer's obligations under this Section 10.3 shall run with the land, shall not be subordinate to the lien of any financing, and shall be included in the Deed. Buyer shall require any transferee (including, without limitation, any party that acquires title through foreclosure, public sale or deed in lieu thereof) of the Property or any portion thereof to assume such obligations in writing for the benefit of Seller. In the case of transfers of less than all of the Property, such assumption shall be on a pro rata basis calculated using the proportion that the gross square footage of the transferred portion bears to the gross square footage of the entire Property.

10.4 Main Line Crossings. Seller agrees to negotiate in good faith with Buyer for a period of up to two (2) years after Closing for the placement of two (2) public overhead pedestrian or people-moving crossings of Seller's main line tracks to provide pedestrian access to the Property from Main Street, or if a sports/entertainment stadium is constructed on the Property, four (4) such public overhead pedestrian or people-moving crossings. No charge shall be made by Seller for the crossings. Buyer acknowledges and agrees that such crossings shall be subject to Seller's requirements as to clearances and safety and protection of the tracks, as determined at Seller's sole discretion, and that Buyer shall be solely responsible for all liability associated with the crossings, and for any and all costs and expenses in connection with the crossings, including, without limitation, governmental permits and approvals, land acquisition, and construction and maintenance.

10.5 Assignment Rights. Seller agrees that notwithstanding any other provision of this Agreement, Buyer's rights under Section 10.3(b) and 10.4, subject to all of the

provisions thereof, may be assigned to Buyer's successors in interest from time to time of an interest in the Property or any portion thereof, or to any financial institution providing substantial financing or equity (of not less than \$2.5 million) for the acquisition or development of the Property or any portion thereof, but may not be assigned to any other party.

10.6 Survival. The provisions of this Article X shall survive the Closing.

ARTICLE XI MISCELLANEOUS

11.1 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered, (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in (i), (ii) or (iii) above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller:

UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179
Attn: R. D. Uhrich
TELEPHONE: (402) 271-4927
FACSIMILE: (402) 271-5493

with a copy to:

UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 830
Omaha, Nebraska 68179
Attn: Christine M. Smith, Esq.
TELEPHONE: (402) 271-5761
FACSIMILE: (402) 271-5610

If to Buyer:

PLY STADIUM PARTNERS, INC.
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner
TELEPHONE: (214) 732-0010
FACSIMILE: (214) 732-6430

with a copy to: JENKENS & GILCHRIST
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-2799
Attn: Hugh W. Ferguson III
TELEPHONE: (214) 855-4500
FACSIMILE: (214) 855-4300

Title Company: OLD REPUBLIC TITLE COMPANY OF NEVADA
2900 N. Green Valley Parkway
Henderson, Nevada 89014
Attn: Frances Butler
TELEPHONE: (702) 433-2088
FACSIMILE: (702) 433-8687

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

11.2 Brokers and Finders. In connection with the transaction contemplated by this Agreement, Seller has agreed to pay, through Escrow, upon the Closing, if and only if the sale pursuant to this Agreement is consummated, a real estate brokerage commission payable to CB Commercial Real Estate, 1900 East Flamingo Road, Suite 180, Las Vegas, Nevada 89119, in an amount agreed upon between Seller and said broker. No broker's fee, finder's fee, commission or similar compensation shall be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith other than as set forth above, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

11.3 Successors and Assigns.

(a) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, except as provided below or in Section 3.2(g) or Section 10.5. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and Buyer shall be deemed in default hereunder.

(b) Notwithstanding the foregoing, Buyer may, without Seller's prior written consent, assign this Agreement or any interest therein to any Affiliate of Buyer, provided, however, that no such assignment prior to Closing shall be effective unless and until the assignee, in writing for the benefit of Seller, assumes the obligations of Buyer under this Agreement.

11.4 Amendments. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

11.5 Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

11.7 Merger of Prior Agreements. This Agreement (including the riders and exhibits hereto) constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

11.8 Time of the Essence. Time is of the essence of this Agreement and each and every term, condition and provision hereof.

11.9 Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.10 Confidentiality. All information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations of its agents and representatives or as disclosed to it by Seller, shall remain confidential and, unless the Closing is consummated, Buyer shall not disclose any such matters to any person or governmental agency except as unconditionally required by law or except to its attorneys, consultants, and other advisors or consultants and its prospective lenders and their attorneys, advisors and consultants (collectively, the "Consultants"). If the transaction contemplated herein fails to

close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, all such information, reports and studies, and Buyer shall make no further distributions or disclosures of any such information, reports and studies. Buyer agrees that, except for the Consultants, Buyer shall keep the contents of this Agreement confidential, and Buyer and Seller agree that the content of all publicity or press releases to the general public with respect to this transaction is subject to the prior written approval of both parties. The provisions of this Section shall survive the termination of this Agreement.

11.11 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.12 Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

11.14 Merger. Except as otherwise expressly provided herein, the covenants, representations and warranties of Buyer and Seller herein shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing of Escrow.

11.15 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

11.16 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Buyer:

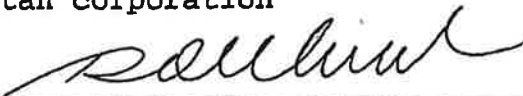
PLY STADIUM PARTNERS, INC., a
Nevada corporation

By: 

Its: PRESIDENT

Seller:

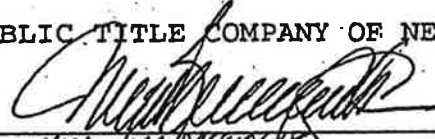
UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: 

Its: Assistant Vice President

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES
ITS RECEIPT OF THIS AGREEMENT AND AGREES TO
ACT IN ACCORDANCE THEREWITH.

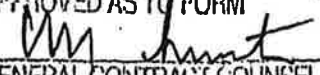
OLD REPUBLIC TITLE COMPANY OF NEVADA

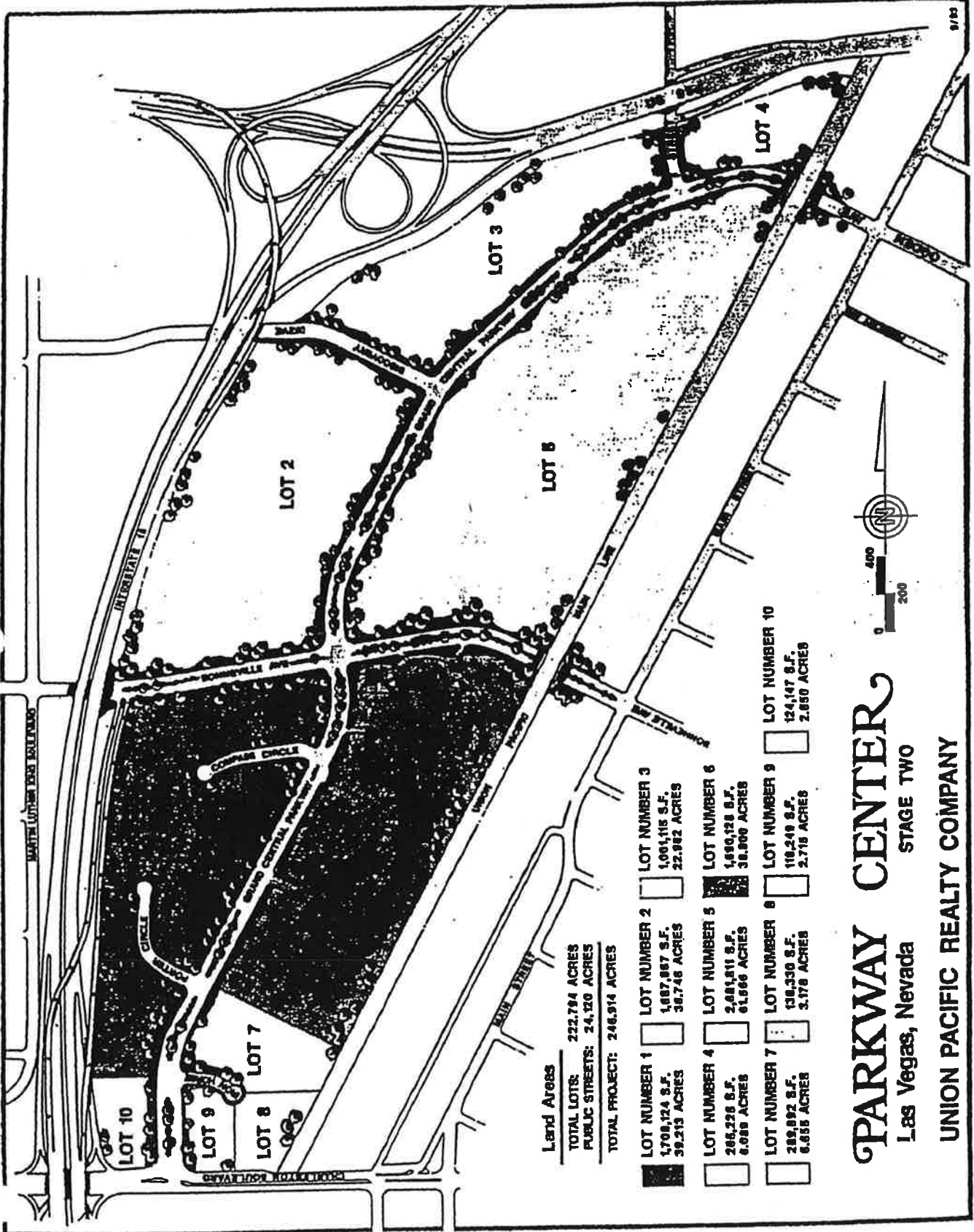
By: 

Title: SENIOR VICE PRESIDENT

189850

APPROVED AS TO FORM


GENERAL CONTRACT COUNSEL



Land Areas

TOTAL LOTS: 222,794 ACRES
PUBLIC STREETS: 24,120 ACRES
TOTAL PROJECT: 246,914 ACRES

LOT NUMBER 1	LOT NUMBER 2	LOT NUMBER 3
1,705,124 S.F.	1,067,897 S.F.	1,001,115 S.F.
39.213 ACRES	36.746 ACRES	22.982 ACRES
LOT NUMBER 4	LOT NUMBER 5	LOT NUMBER 6
266,226 S.F.	2,681,911 S.F.	1,690,128 S.F.
6.089 ACRES	61,966 ACRES	38,906 ACRES
LOT NUMBER 7	LOT NUMBER 8	LOT NUMBER 9
289,892 S.F.	136,330 S.F.	116,249 S.F.
6.656 ACRES	3.176 ACRES	2.650 ACRES
LOT NUMBER 10		
124,147 S.F.		
2.850 ACRES		

PARKWAY CENTER

Las Vegas, Nevada

STAGE TWO

UNION PACIFIC REALTY COMPANY

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

LOT FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION,
AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN
BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY
RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

MEMORANDUM OF RIGHTS

THIS MEMORANDUM OF RIGHTS is made this _____ day of _____, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has rights (collectively, the Rights") to (1) a portion of the proceeds from certain transfers of the real property (the "Property") described in Exhibit 1 attached hereto and hereby made a part hereof, (2) payment of Ten Million Dollars upon substantial completion of a sports/entertainment stadium or convention center on the Property, and (3) reimbursement for certain environmental remediation costs, all pursuant to Section 2.3 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement").

Additional terms and conditions of the Rights are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

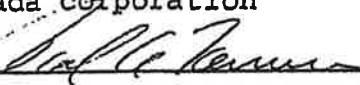
Witness:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Its: _____

Witness:

PLY STADIUM PARTNERS, INC., a
Nevada corporation

By:  _____
Its: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 199____, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of UNION PACIFIC
 RAILROAD COMPANY, a Utah corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

STATE OF _____)
) ss.
 COUNTY OF _____)

On _____, 199__, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of PLY STADIUM
 PARTNERS, INC., a Nevada corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

EXHIBIT C

PARKWAY CENTER

PROPERTY MATERIALS LIST

AUGUST 31, 1995

PROPERTY DESCRIPTION: Lot 5 of Parkway Center, Las Vegas, Nevada

1. (X) RECORDED MAPS: Flat of Parkway Center Recorded in Clark County, Nevada August 13, 1992 in Book 53, Page 61
2. (X) IMPROVEMENT PLANS: 1. "Parkway Center, a Development of Union Pacific Realty Company" dated February 10, 1994 consisting of 69 sheets, by Baughman & Turner
2. "Parkway Center Landscapa, Irrigation, Hardscape" dated July 6, 1993 consisting of 61 sheets by BWA
3. (X) TITLE REPORT: Preliminary Report by Old Republic Title Co. dated August 2, 1995
4. (X) TAXES: See Preliminary Title Report
5. (X) ASSESSMENTS: See Preliminary Title Report
6. (X) DESIGN GUIDELINES: Pending
7. (X) GEOTECHNICAL REPORTS: Subgrade Soils Investigation, Parkway Center dated June 2, 1992 by Converse Consultants
8. (X) ENVIRONMENTAL REPORTS: See Exhibit "X"

EXHIBIT X TO EXHIBIT C

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS

1. Report
Phase II Sampling and Analysis Program
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
for Union Pacific Corporation

Dames & Moore Job No. 16922-001-042
Santa Barbara, California
April 8, 1988
2. Final Report
Preliminary Site Assessment
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Realty Company

Dames & Moore Job No. 16515-003-042
Santa Barbara, California
April 12, 1988
3. Final Report
Preliminary Site Assessment
Union Plaza Hotel and Casino
Greyhound Bus Station, and Parcels 10 and 11 and Field
Investigation
Parcels 11, 12, 14, 15 and 19
Las Vegas, Nevada
For Union Pacific Land Resources Corporation

Dames & Moore Job No. 00173-044-042
Santa Barbara, California
February 28, 1989
4. Executive Summary
Preliminary Site Assessment and Field Investigation
Union Pacific Realty Company properties located adjacent to
Union Pacific Railroad Company Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 2

5. Final Report
Phase I Environmental Assessment of Union Pacific Realty Las
Vegas Properties
Las Vegas, Nevada
UPRC Property No. 320120003

Tetra Tech, Inc.
Pasadena, California
August 1989

6. Monitoring Wells and Sampling Analysis
Union Pacific Railroad Company
Las Vegas Railroad Yard
Las Vegas, Nevada

Western Technologies Inc. Project No. 4127J016
3611 West Tompkins Avenue
Las Vegas, Nevada 89103
(702) 798-8050
March 16, 1987

7. Report
Off-Site Evaluation
Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
Santa Barbara, California
September 29, 1988

8. Executive Summary
Report of Environmental Activities
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 3

9. Final Report
Site Characterization Investigations and Recommended
Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
July, 1989
10. Appendices A-S
Site Characterization Investigations and Recommended
Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
July, 1989
11. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
August 16, 1989
12. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
September 8, 1989
13. Las Vegas, Hydrocarbon Recovery System
Design, East Bound Fueling Area
USPCI, Inc.
Denver, Colorado, 1989; revised January 5, 1990
14. Additional Documents - See Exhibit "I"

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
	KLEINF Laidlaw	GEO-TECH MAP	x ALL	Note: Report titles have been abbreviated to fit limited space.
	Zenitech	Scientific report	x	Conditional Slope Stability Analysis, Ogden underpass, Ogden and Main Street Impacted Soil Remaining At Depth
12/18/79	Randle&ass	Test Holes	x	X-Ray Florescence as an aid to Cleanup of Lead Contamination
07/15/86	HS&Assoc	ENG	x	Exploratory Test Holes for Upland Industries
03/16/87	W.Tech		x	Union Plaza Hotel Code Compliance Report
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
08/19/87	D&M	INT	ALL	Monitoring Wells and Sampling Analysis
10/15/87	D&M	S-EST	x	Progress Report, Phase I Preliminary site Characterization Investigation
11/04/87	D&M	APP	ALL	Final Report, Preliminary Cost Estimate, Remedial Action Program
11/11/87	D&M	PH-1 & PH-2 SUM	ALL	Appendices E-H D&M Job No. 00173-028-042
02/19/88	D&M	WRK-PLN, PH-3	ALL	Summary Report, Phase I and Phase II Site Characterization Investigations
04/08/88	D&M	WRK-PLN, PH-2		Workplan Phase III Site Characterization Investigation
04/12/88	D&M	PRELIM-SITE-ASMT		Report, Phase II Sampling and Analysis Program, Property adjacent to UPRR yard
06/19/88	D&M	PROPOS	P14,15 & 19	Property adjacent to UPRR Yard
09/29/88	D&M	INV		Proposal, Preliminary Site Assessment and Field Investigation of Parcels 14, 15 and 19
02/28/89	D&M	PRELIM-SITE-ASMT	P10,11,12,14,15,1	Report, Off Site Evaluation,
05/12/89	D&M	PRELIM-SITE-ASMT		Union Plaza, Bus Station, and Parcels 10 and 11 and Investigation, Parcels 11,12,14,15, and 19
05/15/89	D&M	INT	ALL	Union Pacific Realty Company Properties Located Adjacent to UPRR Yard
07/15/89	D&M	FIN-SITE-CHAR-INV	ALL	Executive Summary, Report of Environmental Activities
08/15/89	Tetra	ASMT	x	Final Report, Site Characterization investigations and recommended Remedial Action
08/16/89	D&M	SUP		Appendices A-S, Site Characterization and Recommended Remedial Action
09/08/89	D&M	SUP		Final Report, Phase I Environmental assessment of Union Pacific Realty Properties
09/15/89	D&M	ENG	x	Report, Additional off-site Evaluation
10/02/89	Laidlaw	Oil Rec-Q		Report, Additional off-site Evaluation
01/05/90	Laidlaw	DSGN	x	Report R9 Building Review of One Main Street, Union Plaza Hotel and Parking Structure,
01/05/90	Laidlaw	DSGN	x	3 Q 89
01/10/90	Laidlaw	RFP	x	Hydrocarbon Recovery System Design, Eastbound Fueling Area
01/29/90	Laidlaw	Oil Rec-Q		Hydrocarbon Recovery System Design, Eastbound Fueling Area
04/30/90	Laidlaw	GW-Q	ALL	Eastbound Fueling Area interceptor Trench
05/15/90	BB&A	SITE-INV	x	4 Q 89
08/16/90	Laidlaw	Oil Rec-Q		2 Q 90
08/17/90	Laidlaw	GW-Q	ALL	Review of Criteria Regarding Hydrocarbon Contaminated Soil Relevant to the UPRY
10/23/90	Laidlaw	AS-BUILT	x	2 Q 90
11/15/90	Laidlaw	Oil Rec-Q		3 Q 90
11/19/90	Laidlaw	GW-Q	ALL	Eastbound Fueling Area Hydrocarbon Recovery Trench, As built Report
11/30/90	UPRR	Discharge	x	3 Q 90
01/08/91	Laidlaw	WRK-PLN	x	4 Q 90
03/06/91	Laidlaw	GW-Q	ALL	Ninety Day Compliance Report, Discharge Permit 88-002, LV-RS-2
07/22/91	Laidlaw	GW-Q	ALL	Proposed Workplan Monitor Well Installation Recovery Trench Design and Installation
09/18/91	Laidlaw	GW-Q	ALL	1 Q 91
				2 Q 91
				3 Q 91

Las Vegas Railway Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abbreviated to fit limited space.
09/30/91	Laidlaw	RAP	L2, L5, L6	RAP Lead Contaminated Soils
09/30/91	KLEINF	GEO-TECH	x	Geotechnical Investigation, Ogden Avenue Underpass and Bonneville Avenue Railroad Bridge
10/17/91	Laidlaw	Workplan	ALL	Site Remediation Workplan
11/15/91	Laidlaw	WRK-PLN	x	Eastbound Hydrocarbon Recovery System
11/15/91	Laidlaw	AS-BUILT	x	Westbound Hydrocarbon Recovery System As Built Construction Report
11/26/91	Laidlaw	GW-Q	ALL	4 Q 91
12/10/91	KLEINF	GEO-TECH	x	Geo-tech Investigation Ogden Avenue Underpass And Bonneville Avenue Railroad Bridge
02/14/92	Laidlaw	IN-SITU-BIO	ROW	In Situ Remediation of Hydrocarbon Contaminated Soils at The UPRR LVRV Feasibility Study
02/14/92	Laidlaw	XRF	x	Summary Report of Xrf Calibration Procedure for USPCI At the UP Freight Yard
05/05/92	Laidlaw	GW-Q	ALL	1 Q 92
05/29/92	Laidlaw	SUM	ALL	Field Report, CAL/NEV Pipeline Installation Removal and Soil Excavation
06/05/92	Laidlaw	RAP	ALL	Final Remedial Action Plan for Petroleum Hydrocarbon Contaminated Soil
07/31/92	Laidlaw	GW-Q	ALL	2 Q 92
08/18/92	Laidlaw	RAP	ALL	Addendum to the Final RAP for Petroleum Hydrocarbon Contaminated Soil
08/18/92	Laidlaw	CLOSE	L5	606/Trestle Diesel Spill Area 606
09/09/92	Laidlaw	CLOSE	L5	Shoofly Construction Area
09/15/92	Laidlaw	CLOSE	L6	Pit #224
09/24/92	Laidlaw	CLOSE	L5	South Shoofly Construction Area
10/08/92	Laidlaw	CLOSE	L6	Clark County Nevada, Property
11/02/92	Laidlaw	CLOSE	L6	Addendum, Clark County Nevada, Property
11/04/92	KLEINF	SITE-ASMT	L6	Limited Site Assessment, Proposed Clark County Government Center
01/19/93	KLEINF	SITE-ASMT		United Environmental Site Assessment, Main Street Storm Drain, Ogden Underpass & Roadway
02/19/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
02/19/93	Laidlaw	GW-Q	ALL	4 Q 92
02/19/93	Laidlaw	GW-Q	ALL	3 Q 92
02/22/93	BB&A	COR-ACT	x	CALNEV/UPRR Station Corrective action Letter Report
03/04/93	Laidlaw	UST	P4A	UST Removal at the Bonneville Ave Underpass Site
03/10/93	Laidlaw	CLOSE	ROW	Southern Portion of the eastbound fueling area
03/11/93	Laidlaw	WRK-PLN	xROW	Workplan Eastbound Fueling Area Mainline Recovery System
03/24/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
03/25/93	Laidlaw	CLOSE	L4	Northern portion of the Day Storage Tank Area
03/25/93	Laidlaw	GW-Q	ALL	1 Q 93
04/14/93	Laidlaw	DSGN	X	Fuel Storage and Diesel Shop Down Gradient Recovery Systems
04/23/93	KLEINF	GEO-TECH	x	Slope Stability Analysis Ogden Underpass
04/23/93	KLEINF	GEO-TECH	x	Geotechnical Investigation, Bonneville Avenue Extension
05/03/93	Laidlaw	CLOSE	L5	Eastern Portion of The Wash Track Area
05/05/93	Laidlaw	CLOSE	L3 & L5	Evaporation Pond Area
05/05/93	Laidlaw	CLOSE	L5	Isolated Excavation At B-82 Railroad Car Cleaning Area
05/21/93	Laidlaw	CLOSE	L5	Isolated Excavations, eastern Portion of Fuel Storage Area
05/21/93	Laidlaw	CLOSE	L2, L5, L6	Addendum to Remedial Action Plan, Lead Contaminated Soils
06/07/93	Laidlaw	CLOSE	ROW	East of Diesel Shop Area
06/17/93	Laidlaw	DSGN	x	Westbound Fueling Area, Downgradient Recovery System

Las Vegas Railway Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
				Note: Report titles have been abbreviated to fit limited space.
06/21/93	Laidlaw	SOP	ALL	Soil Sample Collection After Thermal Treatment
06/30/93	Laidlaw	CLOSE	L5	Southern Portion of the Day Storage Tank Area
07/06/93	Laidlaw	CLOSE	ROW	Addendum, East of Diesel Shop Area
07/20/93	Laidlaw	GW-Q	ALL	2 Q 93
07/21/93	Laidlaw	Ogden Inj-Q		2 Q 93
07/29/93	Laidlaw	RFP	x	Diesel Shop Down-Gradient and Eastbound Mainline Recovery System Installation
08/02/93	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, Startup of Operation Through June 27, 1993
09/01/93	Laidlaw	WRK-PLN	L5	Diesel Shop Area Workplan, Sampling for VOC Impacted Soils
09/13/93	Laidlaw	CLOSE	L5	Western Portion of the Wash Track Area
09/21/93	Laidlaw	CLOSE	ROW & L4	Eastbound Fueling Area, North of Ogden Underpass
09/21/93	Laidlaw	CLOSE	L3 & L5	Evaporation Ponds Area
10/08/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Lead Phase II
10/12/93	Laidlaw	GW-Q	ALL	3 Q 93
10/15/93	Laidlaw	CLOSE	L2 & L5	Lead Phase III
10/15/93	Laidlaw	SOP	x	A Quality Assurance Standard, SOP's for Environmental Monitoring at The MTRU
10/20/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
10/20/93	Laidlaw	CLOSE	L5	Addendum, Western Portion of the Wash Track Area
10/22/93	Laidlaw	Ogden Inj-Q	Off-Site	3 Q 93
11/02/93	Laidlaw	RFP	x	RFP Westbound Downgradient, Recovery System Installation
11/22/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Addendum Lead Phase II
12/07/93	Laidlaw	CLOSE	ROW	Western Portion of the East of Diesel Shop Area
12/07/93	Laidlaw	CLOSE	ROW & L4	Addendum, Eastbound Fueling Area, North of Ogden Underpass
12/07/93	Laidlaw	CLOSE	P1 & P2	Westbound Fueling Area East of Mainline Tracks
12/09/93	Laidlaw	CLOSE	L5	Southern Extension of the Day Storage Tank Area
12/13/93	HL&A	SITE-ASMT	x	Subsurface site assessment, Texaco Service Station, 224 North Main Street
12/17/93	Laidlaw	CLOSE	L5	Diesel Shop VOC Sampling Summary
12/17/93	Laidlaw	SUM	L5	Summary report- Volatile Organic Compound Sampling, Diesel Shop Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification Lead Phase III
12/27/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification to Addendum to Lead Remedial Action Plan, Report of Phase 3 Remediation
01/18/94	Laidlaw	SEMI		Semi-Annual Compliance Report, June 3-93 through Jan 10-94
01/20/94	Laidlaw	Ogden Inj-Q		4 Q 93
01/22/94	BB&A	Cal/Nav-Q	x	CALNEV/UPRR - Fourth Quarter 1993 Monitoring Report
01/25/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Fourth Quarter Report
02/01/94	Laidlaw	GW-Q	ALL	4 Q 93
02/01/94	Laidlaw	O&M	x	Central Treatment operation & Maintenance Manual
03/04/94	Laidlaw	CLOSE	L2 & L5	Supplement Lead Phase III
03/04/94	Laidlaw	CLOSE	ROW & L4	Additional Information, Eastbound Fueling Area
03/22/94	HL&A	COR-ACT	x	Corrective Action plan, Texaco Service Station, 224 North Main Street
03/30/94	Laidlaw	SUM	L4	Thin Seam Hydrocarbon Report
03/31/94	Laidlaw	CLOSE	ROW	Additional Information East of Diesel Shop Area
04/11/94	Laidlaw	O&M	x	Westbound Treatment operation & Maintenance Manual

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abbreviated to fit limited space.
04/15/94	Laidlaw	GW-Q	ALL	1 Q 94
04/21/94	Laidlaw	Ogden Inj-Q		1 Q 94
04/22/94	Laidlaw	AS-BUILT	X	AS-Built Construction Report, Diesel Shop Down Gradient and Eastbound recovery Systems
04/24/94	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, June 28, 1993 Through December 31, 1993
04/25/94	Laidlaw	SUM	L5	Vertical limits of Excavation in The Fuel Storage Area
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse site
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse Site
06/10/94	Laidlaw	RFP	x	Request for Proposal for UPRY LV, NV Roundhouse Asbestos Abatement
06/23/94	Laidlaw	SEMI		Semi-Annual Compliance Report, January 10-94 through June 7-94
07/05/94	Laidlaw	Ogden Inj-Q		2 Q 94
07/05/94	Laidlaw	GW-Q	ALL	2 Q 94
07/08/94	BB&A	Cal/Nav-Q	x	CALNEV/UPRR - Second Quarter 1994 Monitoring Report
07/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Second Quarter Report
08/15/94	Laidlaw	CLOSE	L4	Excavation West of Mainline Tracks, Eastbound Fueling Area
09/14/94	Laidlaw	WRK-PLN	ROW	Workplan - In Situ Bioremediation Pilot Study
09/21/94	BB&A	Cal/Nav-Q	x	CALNEV/UPRR - Third Quarter 1994 Monitoring Report
09/27/94	Laidlaw	GW-Q	ALL	3 Q 94
09/28/94	Laidlaw	CLOSE	L5	Southern Extension of the Evaporation Ponds Area
09/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils East of Diesel Shop Area
10/1/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Eastern Fuel Storage Area
10/17/94	Laidlaw	Ogden Inj-Q		3 Q 94
10/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous Monitoring System Third Quarter Report
10/31/94	Laidlaw	CLOSE	P1 & P2 & L6	Westbound Fueling Area
11/09/94	Laidlaw	CLOSE	L5	Final Closure Report UST Removal Fuel Storage Area Remediation Site
11/09/94	Laidlaw	UST	L5	Final Closure Report Underground Storage Tank Removal, Fuel Storage Area Remediation Site.
11/09/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Diesel Shop Area
11/17/94	Laidlaw	CLOSE	ROW & L4	Hydrocarbon Impacted Soils Eastbound Fueling Area
11/18/94	Laidlaw	UST	L6	Ust Removal Fuel Storage Remediation Site
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1, Eastern Fuel Storage Area
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1 Diesel Shop Area
11/21/94	Laidlaw	CLOSE	P1 & P2 & L6	Addendum, Westbound Fueling Area (WBFA), Sampling The Clark County and WBFA Boundary
11/23/94	Laidlaw	CLOSE	L5	Chlorotoluene Impacted Soils, Diesel Shop Area
11/28/94	Laidlaw	MTRU		Final MTRU Confirmation Sample Data, January 1, 1994 Through September 28, 1994
12/15/94	Laidlaw	CLOSE	L5	Former MTRU Site and Former Stockpile Area
12/15/94	Laidlaw	Ogden Inj-Q		4 Q 94
12/15/94	Laidlaw	GW-Q	ALL	4 Q 94
12/19/94	Laidlaw	AS-BUILT	x	As-built Construction Report, Westbound Downgradient Recovery System
12/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Fuel Storage Area
01/16/95	BB&A	Cal/Nav-Q	x	CALNEV/UPRR - Fourth Quarter 1994 Monitoring Report
01/20/95	Laidlaw	SEMI		Semi-Annual Compliance Report, June 7-94 through Jan 16-95
04/06/95	Laidlaw	IN-SITU-BIO	ROW	In Situ Bioremediation Pilot Study Evaluation Report
04/13/95	Laidlaw	SITE-CHAR	P 001 & 002	Site Characterization: UP Parcels 139-34-302-001 and 139-34-302-002

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Data of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
04/26/95	Laidlaw	Ogden Inj-Q		1 Q 95
04/26/95	Laidlaw	GW-Q	ALL	1 Q 95
05/16/95	Laidlaw	WRK-PLN	xL4,L5 & ROW	Monitor Well Installation
05/24/95	Laidlaw	CLOSE	L5	Request for Conditional Closure Excavation of Hydrocarbon Impacted Soils Fuel Storage Area
07/20/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1995 Monitoring Report
07/28/95	Laidlaw	Ogden Inj-Q		2 Q 95
07/30/95	Laidlaw	SEMI		Semi-Annual Compliance Report, Jan 16-95 through June 12-95
07/31/95	Laidlaw	GW-Q	ALL	2 Q 95
10/20/96	Laidlaw	GW-Q	ALL	3 Q 95
10/30/95	Laidlaw	Ogden Inj-Q		3 Q 95
10/30/95	Laidlaw	BIO	ROW	In Situ Bioremediation Extended Pilot Study Evaluation Report
11/16/95	Laidlaw	SUM	ROW	Westbound Fueling Area, A Through K Exception Report
01/30/96	Laidlaw	GW-Q	ALL	4 Q 95
01/30/96	Laidlaw	Ogden Inj-Q		4 Q 95
02/07/96	Laidlaw	SEMI		Semi-Annual Compliance Report, June 12-95 through Dec 28-95
04/26/96	Laidlaw	Ogden Inj-Q		1 Q 96
04/26/96	Laidlaw	GW-Q	ALL	1 Q 96
05/30/96	Laidlaw	CLOSE	ROW & L4	EASTBOUND FUELING AREA, ADD'L INFORMATION, REMEDIAL TARGET 3
07/26/96	Laidlaw	SEMI		Semi-Annual Compliance Report, December 28-96 through June 27-96
07/26/96	Laidlaw	Ogden Inj-Q		2 Q 96
07/29/96	Laidlaw	GW-Q	ALL	2 Q 96
08/01/96	Laidlaw	INV & SAP	ALL	Mon. Well Installation Summary & Recommendations for a Revised Sampling and Analysis Plan
08/22/96	Laidlaw	INV	L5	Bonneville Ave. Underpass - Impact of Dewatering on Groundwater Remediation

BB&A = Broadbent & Associates, D&M = Dames & Moore, HL&A = Harding Lawson & Associates, KLEINF = Kleinfelder

USPCI GW-Q 2 Q 95
USPCI Ogden Inj-Q 2 Q 95
USPCI GW-Q 3 Q 95
USPCI Ogden Inj-Q 3 Q 95
USPCI GW-Q 4 Q 95
USPCI Ogden Inj-Q 4 Q 95
USPCI Compliance
USPCI Compliance
USPCI MAP
All reports relating to Operations and Maintenance
All reports relating to the removal, sampling and remediation of Underground Storage Tanks
Any report which requests or is related to the closure or conditional closure of an area
Investigative reports and findings
Phase 1
Phase 2
Phase 3
A report which is submitted to the appropriate agency on a Quarterly basis

O&M
UST
CLOSE
INV
PH-1
PH-2
PH-3
Q

Semi-Annual Compliance Report, 1-16-95 - 6-12-95, City of LV Wastewater Contribution
Semi-Annual Compliance Report, 6-12-95 - 12-77-95, City of LV Wastewater Contribution
Impacted Soil Remaining At Depth

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1998

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
INT		An Interim report		Note: Report titles have been abbreviated to fit limited space.
\$-EST		A report dealing with the Cost Estimate to complete a task or project		
APP		Appendices		
SITE-ASMT		Site Assessment		
PRELIM		A Preliminary report of any kind		
CHAR		A Characterization report		
SEMI		A report which is submitted to the appropriate agency on a Semiannual basis		
BIO		Any report relating to the Bioremediation of impacted soils or groundwater		
GEO-TECH		Any report dealing with Geotechnical Analysis of soils related to construction activities		
ASB		Any report which specifically addresses Asbestos remediation or investigation		
Pb		Any report which specifically addresses Lead remediation or investigation		
GW		Any report which contains information about Groundwater		
IN-SITU		Any report dealing with In-Place or In-Situ treatment or treatment alternatives		
SUM		A Summary report of completed activities or findings		
WRK-PLN		A Workplan for future activities		
PROPOS		A Proposal		
FIN		A Final report of any kind		
SUP		A Supplemental report, usually written as an addendum for an existing report		
ENG		An Engineering report which addresses a structure or mechanical devise		
DSGN		A report of the Design of a mechanical devise		
RFP		Request for Proposal, Bid, or Quote		
AS-BUILT		The specifications of a structure or system as it actually exists following installation		
QA		Any report which addresses methods and suggested policies which result in Quality Assurance		
SAP		Sampling and Analysis Plan		

PETER G. MORROS
Secretary

STATE OF NEVADA
BOB MILLER
Governor

L. H. DODGION
Administrator

Administration (702) 687-4670
Air Quality 687-5066
Mining Regulation and Reclamation 687-4670
Waste Management 687-5572
Federal Facilities 687-3280



Wastewater Treatment Services 687-5870
Water Permits and Compliance 687-4670
Water Quality Planning 687-4670
FAX 687-0848

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane
Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;
- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;
- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

William Wimmer
Assistant Vice President
Union Pacific Railroad
September 10, 1991
Page 2

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.
- 2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.
- 3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.
- 4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminants, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.
- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.
- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August-29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

William Wimmer
Assistant Vice President
Union Pacific Railroad
September 10, 1991
Page 3

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of $\frac{1}{2}$ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,


L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins, Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space above line for
Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to PLY STADIUM PARTNERS, INC., a Nevada corporation ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

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

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch ($\frac{1}{2}$ ") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, by and

between Grantor and Grantee, identified in the records of Grantor as UPRC Document No. 1-1329-29, Audit No. _____), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

- (i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;
- (ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;
- (iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) if requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that

Grantee's share (including Grantee's contribution required by and governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars (\$3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of _____, 199__.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By: _____
Its: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of UNION PACIFIC
 RAILROAD COMPANY, a Utah corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

EXHIBIT 1 TO EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, PLY STADIUM PARTNERS, INC., a Nevada corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and
3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____
Date: _____

EXHIBIT G

MEMORANDUM OF REPURCHASE OPTION

THIS MEMORANDUM OF REPURCHASE OPTION is made this _____ day of _____, 199____, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR") and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has the option to repurchase ("Repurchase Option") the real property described in Exhibit 1 attached hereto and hereby made a part hereof pursuant to Section 10.1 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement"). The Repurchase Option becomes effective only if certain work of construction is not commenced on such real property on or before _____, __, 1999, and must be exercised, if at all, on or before _____, 2000, with both dates subject to extension as provided in the Agreement.

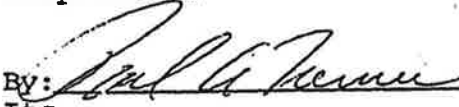
Additional terms and conditions of the Repurchase Option are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

UNION PACIFIC RAILROAD COMPANY, a
Utah corporationBy: _____
Its: _____

Witness:

PLY STADIUM PARTNERS, INC., a Nevada
corporationBy: 
Its: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of UNION PACIFIC
 RAILROAD COMPANY, a Utah corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On _____, 199__, before me, a Notary Public
in and for said County and State, personally appeared
_____ and _____,

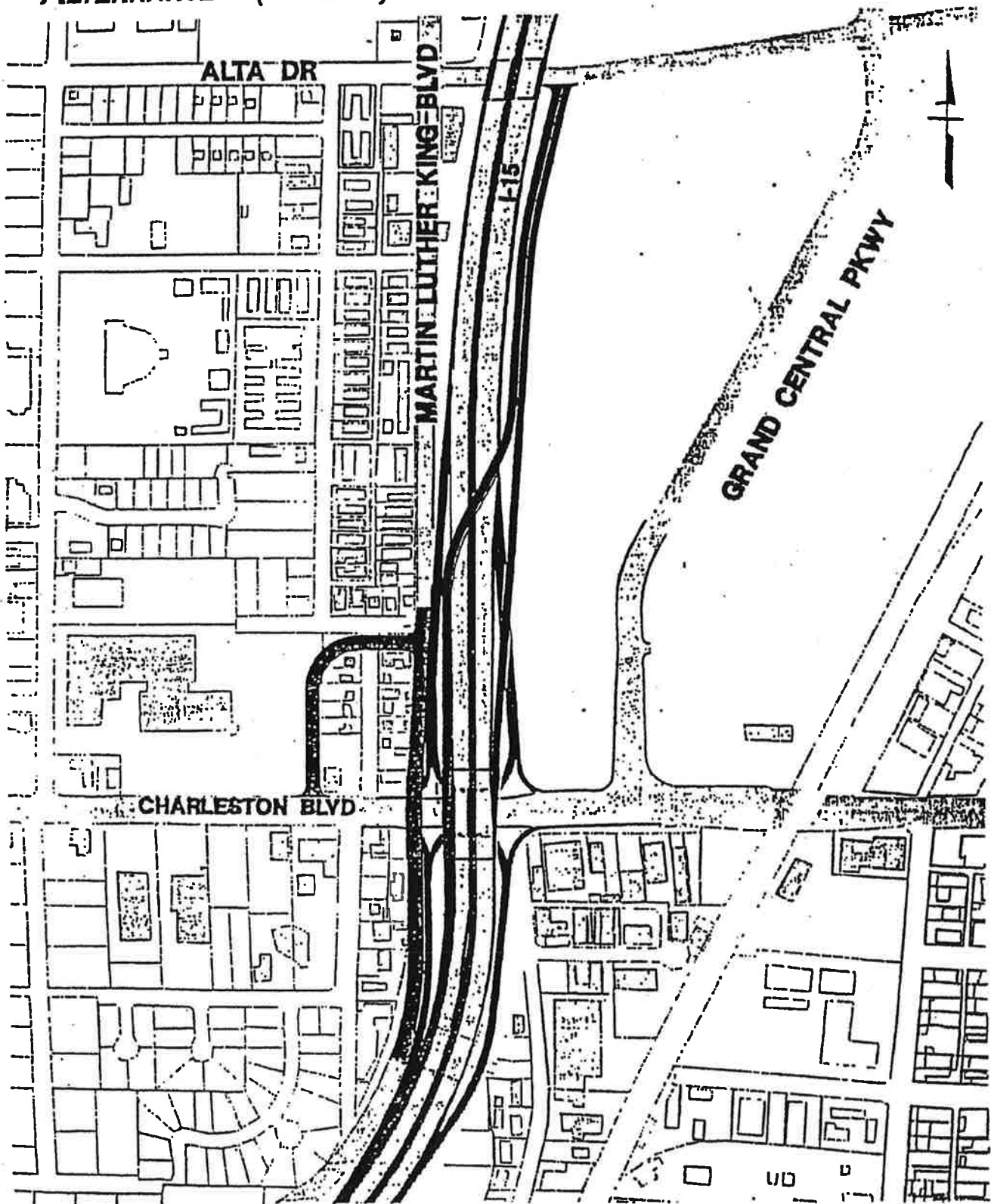
_____ and Assistant Secretary of PLY STADIUM
PARTNERS, INC., a Nevada corporation, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the
persons, or the entity upon behalf of which the persons acted,
executed the instrument.

WITNESS my hand and official seal.

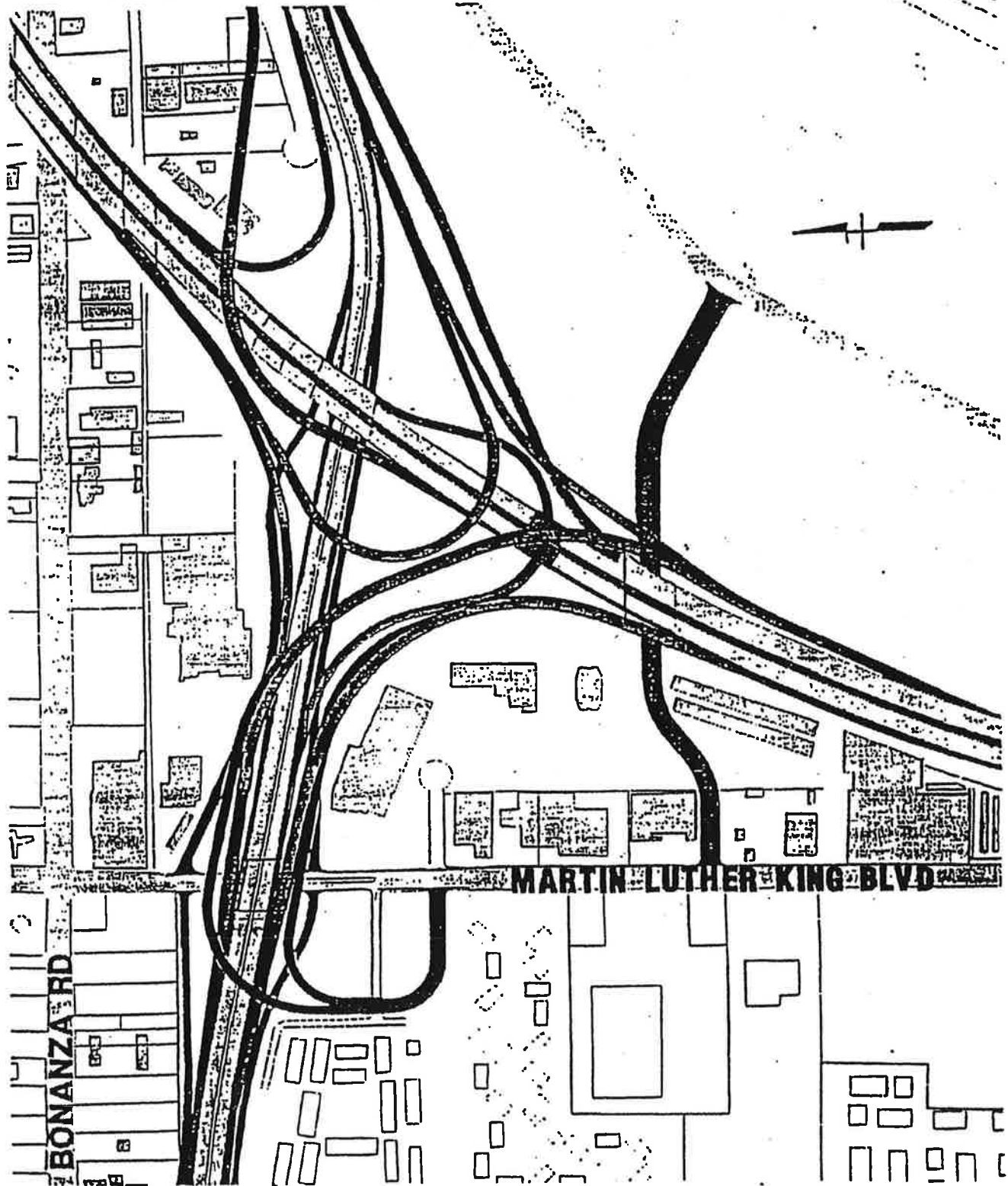
Notary Public

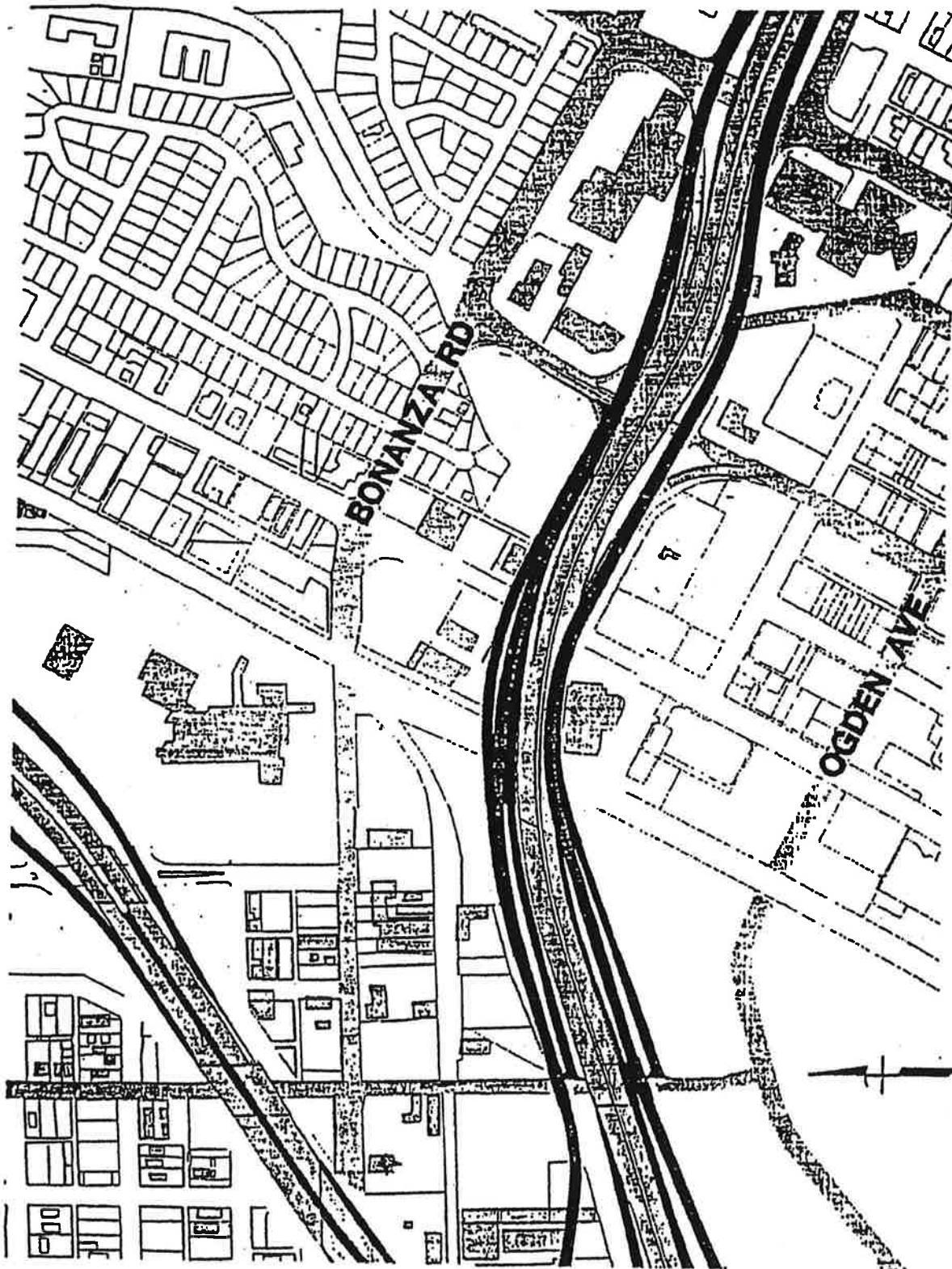
(SEAL)

EXHIBITS H-1, H-2 and H-3

ALTERNATIVE 6 (REFINED) - I-15 / CHARLESTON BOULEVARD

ALTERNATIVE 6 (REFINED) - CORE INTERCHANGE



ALTERNATIVE 6 (REFINED) - EAST LEG

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT is made and entered into as of the 30th day of October, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation ("Purchaser"), and amends that certain Purchase and Sale Agreement dated October 21, 1996, identified in the records of Seller as Document No. 1-1329-29 (the "Agreement"), for the sale and purchase of certain real property located in Las Vegas, Clark County, Nevada, more particularly described therein (the "Sale Parcel").

IT IS MUTUALLY AGREED by and between Seller and Purchaser as follows:

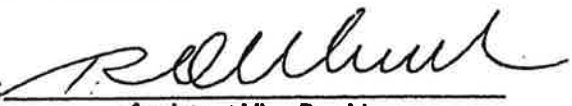
Section 1. The Closing Date, as defined in Section 7.2(a) of the Agreement, is hereby extended to and including November 15, 1996.

Section 2. This Amendment is supplemental to the Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail. Except as expressly provided herein, all of the terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Purchase and Sale Agreement as of the date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: 

Title: Assistant Vice President

PURCHASER:

PLY STADIUM PARTNERS, INC., a Nevada
corporation

By: 

Its: President

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT is made and entered into as of the 30th day of October, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Seller"), and PLY STADIUM PARTNERS, INC., a Nevada corporation ("Purchaser"), and amends that certain Purchase and Sale Agreement dated October 21, 1996, identified in the records of Seller as Document No. 1-1329-29 (the "Agreement"), for the sale and purchase of certain real property located in Las Vegas, Clark County, Nevada, more particularly described therein (the "Sale Parcel").

IT IS MUTUALLY AGREED by and between Seller and Purchaser as follows:

Section 1. The Closing Date, as defined in Section 7.2(a) of the Agreement, is hereby extended to and including November 15, 1996.

Section 2. This Amendment is supplemental to the Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail. Except as expressly provided herein, all of the terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Purchase and Sale Agreement as of the date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: 

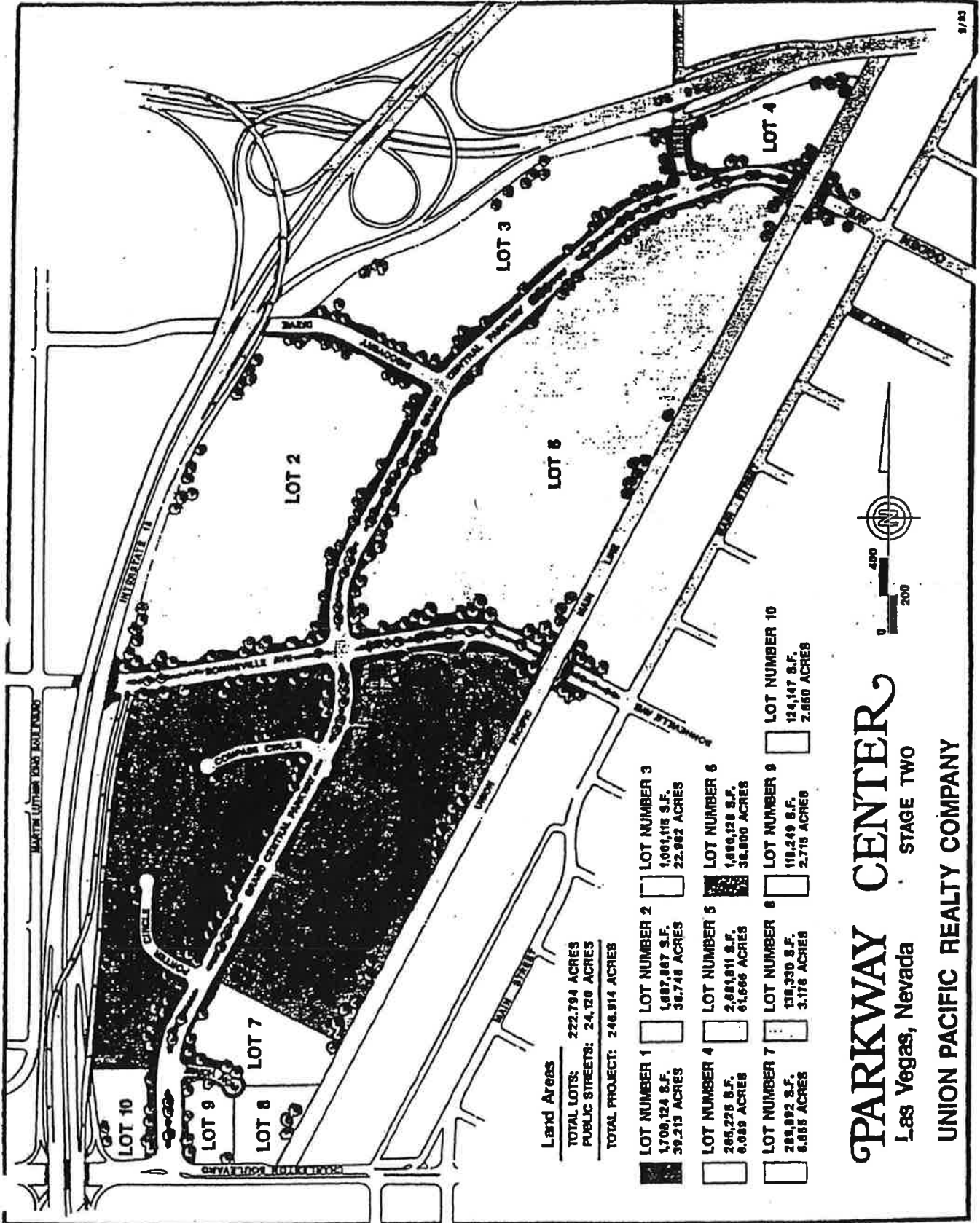
Title: Assistant Vice President

PURCHASER:

PLY STADIUM PARTNERS, INC., a Nevada
corporation

By: 

Its: President



PARKWAY CENTER

Las Vegas, Nevada

STAGE TWO
UNION PACIFIC REALTY COMPANY

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

LOT FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION,
AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN
BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY
RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

MEMORANDUM OF RIGHTS

THIS MEMORANDUM OF RIGHTS is made this _____ day of _____, 1996, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR"), and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has rights (collectively, the Rights") to (1) a portion of the proceeds from certain transfers of the real property (the "Property") described in Exhibit 1 attached hereto and hereby made a part hereof, (2) payment of Ten Million Dollars upon substantial completion of a sports/entertainment stadium or convention center on the Property, and (3) reimbursement for certain environmental remediation costs, all pursuant to Section 2.3 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement").

Additional terms and conditions of the Rights are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

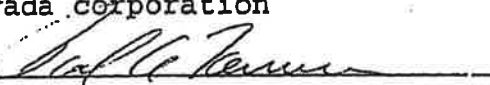
Witness:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
Its: _____

Witness:

PLY STADIUM PARTNERS, INC., a
Nevada corporation

By: 
Its: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 199____, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of UNION PACIFIC
 RAILROAD COMPANY, a Utah corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

STATE OF _____)
) ss.
 COUNTY OF _____)

On _____, 199__, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of PLY STADIUM
 PARTNERS, INC.; a Nevada corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

EXHIBIT C

PARKWAY CENTER

PROPERTY MATERIALS LIST

AUGUST 31, 1995

PROPERTY DESCRIPTION: Lot 5 of Parkway Center, Las Vegas, Nevada

1. (X) RECORDED MAPS: Flat of Parkway Center Recorded in Clark County, Nevada August 13, 1992 in Book 53, Page 61
2. (X) IMPROVEMENT PLANS:
 1. "Parkway Center, a Development of Union Pacific Realty Company" dated February 10, 1994 consisting of 69 sheets, by Baughman & Turner
 2. "Parkway Center Landscapa, Irrigation, Hardscape" dated July 6, 1993 consisting of 61 sheets by BWA
3. (X) TITLE REPORT: Preliminary Report by Old Republic Title Co. dated August 2, 1995
4. (X) TAXES: See Preliminary Title Report
5. (X) ASSESSMENTS: See Preliminary Title Report
6. (X) DESIGN GUIDELINES: Pending
7. (X) GEOTECHNICAL REPORTS: Subgrade Soils Investigation, Parkway Center dated June 2, 1992 by Converse Consultants
8. (X) ENVIRONMENTAL REPORTS: See Exhibit "X"

EXHIBIT X TO EXHIBIT C

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS

1. Report
Phase II Sampling and Analysis Program
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
for Union Pacific Corporation

Dames & Moore Job No. 16922-001-042
Santa Barbara, California
April 8, 1988
2. Final Report
Preliminary Site Assessment
Property adjacent to Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Realty Company

Dames & Moore Job No. 16515-003-042
Santa Barbara, California
April 12, 1988
3. Final Report
Preliminary Site Assessment
Union Plaza Hotel and Casino
Grayhound Bus Station, and Parcels 10 and 11 and Field
Investigation
Parcels 11, 12, 14, 15 and 19
Las Vegas, Nevada
For Union Pacific Land Resources Corporation

Dames & Moore Job No. 00173-044-042
Santa Barbara, California
February 28, 1989
4. Executive Summary
Preliminary Site Assessment and Field Investigation
Union Pacific Realty Company properties located adjacent to
Union Pacific Railroad Company Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 2

5. Final Report
Phase I Environmental Assessment of Union Pacific Realty Las
Vegas Properties
Las Vegas, Nevada
UPRC Property No. 320120003

Tetra Tech, Inc.
Pasadena, California
August 1989
6. Monitoring Wells and Sampling Analysis
Union Pacific Railroad Company
Las Vegas Railroad Yard
Las Vegas, Nevada

Western Technologies Inc. Project No. 4127J016
3611 West Tompkins Avenue
Las Vegas, Nevada 89103
(702) 798-8050
March 16, 1987
7. Report
Off-Site Evaluation
Union Pacific Railroad Yard
Las Vegas, Nevada
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
Santa Barbara, California
September 29, 1988
8. Executive Summary
Report of Environmental Activities
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
May 12, 1989

LIST OF ENVIRONMENTAL SITE ASSESSMENT
AND BUILDING REVIEW REPORTS
Page 3

9. Final Report
Site Characterization Investigations and Recommended
Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
Santa Barbara, California
July, 1989
10. Appendices A-S
Site Characterization Investigations and Recommended
Remedial Action
Union Pacific Railroad Yard
Las Vegas, Nevada

Dames & Moore
July, 1989
11. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
August 15, 1989
12. Report
Additional Off-Site Evaluation
For Union Pacific Railroad Company

Dames & Moore Job No. 00173-035-042
September 8, 1989
13. Las Vegas, Hydrocarbon Recovery System
Design, East Bound Fueling Area
USPCI, Inc.
Denver, Colorado, 1989; revised January 5, 1990
14. Additional Documents - See Exhibit "Y"

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
	KLEINF	GEO-TECH	x	Conditional Slope Stability Analysis, Ogden underpass, Ogden and Main Street
	Laidlaw	MAP	ALL	Impacted Soil Remaining At Depth
	Zenitech	Scientific report	x	X-Ray Florescence as an aid to Cleanup of Lead Contamination
12/18/79	Randle&ass	Test Holes	x	Exploratory Test Holes for Upland Industries
07/15/86	HS&Assoc	ENG	x	Union Plaza Hotel Code Compliance Report
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
03/16/87	W.Tech		x	Monitoring Wells and Sampling Analysis
06/19/87	D&M	INT	ALL	Progress Report, Phase I Preliminary site Characterization Investigation
10/15/87	D&M	\$-EST	x	Final Report, Preliminary Cost Estimate, Remedial Action Program
11/04/87	D&M	APP	ALL	Appendices E-H D&M Job No. 00173-028-042
11/11/87	D&M	PH-1 & PH-2 SUM	ALL	Summary Report, Phase I and Phase II Site Characterization Investigations
02/19/88	D&M	WRK-PLN, PH-3	ALL	Workplan Phase III Site Characterization Investigation
04/08/88	D&M	WRK-PLN, PH-2		Report, Phase II Sampling and Analysis Program, Property adjacent to UPRR yard
04/12/88	D&M	PRELIM-SITE-ASMT		Property adjacent to UPRR Yard
06/19/88	D&M	PROPOS	P14, 15 & 19	Proposal, Preliminary Site Assessment and Field Investigation of Parcels 14, 15 and 19
09/29/88	D&M	INV		Report, Off Site Evaluation,
02/28/89	D&M	PRELIM-SITE-ASMT	P10,11,12,14,15,1	Union Plaza, Bus Station, and Parcels 10 and 11 and Investigation, Parcels 11,12,14,15, and 19
05/12/89	D&M	PRELIM-SITE-ASMT		Union Pacific Realty Company Properties Located Adjacent to UPRR Yard
05/12/89	D&M	INT	ALL	Executive Summary, Report of Environmental Activities
07/15/89	D&M	FIN-SITE-CHAR-INV	ALL	Final Report, Site Characterization investigations and recommended Remedial Action
07/15/89	D&M	APP	ALL	Appendices A-S, Site Characterization and Recommended Remedial Action
08/15/89	Tetra	ASMT	x	Final Report, Phase I Environmental assessment of Union Pacific Realty Properties
08/16/89	D&M	SUP		Report, Additional off-site Evaluation
09/08/89	D&M	SUP		Report, Additional off-site Evaluation
09/15/89	D&M	ENG	x	Report R9 Building Review of One Main Street, Union Plaza Hotel and Parking Structure,
10/02/89	Laidlaw	Oil Rec-Q		3 Q 89
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, Eastbound Fueling Area
01/05/90	Laidlaw	DSGN	x	Hydrocarbon Recovery System Design, East Bound Fueling Area
01/10/90	Laidlaw	RFP	x	Eastbound Fueling Area Interceptor Trench
01/29/90	Laidlaw	Oil Rec-Q		4 Q 89
04/30/90	Laidlaw	GW-Q	ALL	2 Q 90
06/15/90	BB&A	SITE-INV	x	Review of Criteria Regarding Hydrocarbon CIntaminated Soil Relevant to the UPRY
08/16/90	Laidlaw	Oil Rec-Q		2 Q 90
08/17/90	Laidlaw	GW-Q	ALL	3 Q 90
10/23/90	Laidlaw	AS-BUILT	x	Eastbound Fueling Area Hydrocarbon Recovery Trench, As built Report
11/15/90	Laidlaw	Oil Rec-Q		3 Q 90
11/19/90	Laidlaw	GW-Q	ALL	4 Q 90
11/30/90	UPRR	Discharge	x	Ninety Day Compliance Report, Discharge Permit 88-002, LV-RS-2
01/08/91	Laidlaw	WRK-PLN	x	Proposed Workplan Monitor Well Installation Recovery Trench Design and Installation
03/06/91	Laidlaw	GW-Q	ALL	1 Q 91
07/22/91	Laidlaw	GW-Q	ALL	2 Q 91
09/18/91	Laidlaw	GW-Q	ALL	3 Q 91

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title Note: Report titles have been abbreviated to fit limited space.
09/30/91	Laidlaw	RAP	L2, L5, L6	RAP Lead Contaminated Soils
09/30/91	KLEINF	GEO-TECH	x	Geotechnical Investigation, Ogden Avenue Underpass and Bonneville Avenue Railroad Bridge
10/17/91	Laidlaw	Workplan	ALL	Site Remediation Workplan
11/15/91	Laidlaw	WRK-PLN	x	Eastbound Hydrocarbon Recovery System
11/15/91	Laidlaw	AS-BUILT	x	Westbound Hydrocarbon Recovery System As Built Construction Report
11/26/91	Laidlaw	GW-Q	ALL	4 Q 91
12/10/91	KLEINF	GEO-TECH	x	Geo-tech Investigation Ogden Avenue Underpass And Bonneville Avenue Railroad Bridge
02/14/92	Laidlaw	IN-SITU-BIO	ROW	In Situ Remediation of Hydrocarbon Contaminated Soils at The UPRR LVRV Feasibility Study
02/14/92	Laidlaw	XRF	x	Summary Report of Xrf Calibration Procedure for USPCI At the UP Freight Yard
05/05/92	Laidlaw	GW-Q	ALL	1 Q 92
05/29/92	Laidlaw	SUM	ALL	Field Report, CAL/NEV Pipeline Installation Removal and Soil Excavation
06/05/92	Laidlaw	RAP	ALL	Final Remedial Action Plan for Petroleum Hydrocarbon Contaminated Soil
07/31/92	Laidlaw	GW-Q	ALL	2 Q 92
08/18/92	Laidlaw	RAP	ALL	Addendum to the Final RAP for Petroleum Hydrocarbon Contaminated Soil
08/18/92	Laidlaw	CLOSE	L5	606/Trestle Diesel Spill Area 606
09/09/92	Laidlaw	CLOSE	L5	Shoofly Construction Area
09/15/92	Laidlaw	CLOSE	L6	Pit #224
09/24/92	Laidlaw	CLOSE	L5	South Shoofly Construction Area
10/08/92	Laidlaw	CLOSE	L6	Clark County Nevada, Property
11/02/92	Laidlaw	CLOSE	L6	Addendum, Clark County Nevada, Property
11/04/92	KLEINF	SITE-ASMT	L6	Limited Site Assessment, Proposed Clark County Government Center
11/19/93	KLEINF	SITE-ASMT		Limited Environmental Site Assessment, Main Street Storm Drain, Ogden Underpass & Roadway
02/09/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
02/19/93	Laidlaw	GW-Q	ALL	4 Q 92
02/19/93	Laidlaw	GW-Q	ALL	3 Q 92
02/22/93	BB&A	COR-ACT	x	CALNEV/UPRR Station Corrective action Letter Report
03/04/93	Laidlaw	UST	P4A	UST Removal at the Bonneville Ave Underpass Site
03/10/93	Laidlaw	CLOSE	ROW	Southern Portion of the eastbound fueling area
03/11/93	Laidlaw	WRK-PLN	xROW	Workplan Eastbound Fueling Area Mainline Recovery System
03/24/93	Laidlaw	QA	x	Quality Assurance Project plan for USPCI Remedial Services Mobile Laboratory
03/25/93	Laidlaw	CLOSE	L4	Northern portion of the Day Storage Tank Area
03/25/93	Laidlaw	GW-Q	ALL	1 Q 93
04/14/93	Laidlaw	DSGN	X	Fuel Storage and Diesel Shop Down Gradient Recovery Systems
04/23/93	KLEINF	GEO-TECH	x	Slope Stability Analysis Ogden Underpass
04/23/93	KLEINF	GEO-TECH	x	Geotechnical Investigation, Bonneville Avenue Extension
05/03/93	Laidlaw	CLOSE	L5	Eastern Portion of The Wash Track Area
05/05/93	Laidlaw	CLOSE	L3 & L5	Evaporation Pond Area
05/05/93	Laidlaw	CLOSE	L5	Isolated Excavation At B-82 Railroad Car Cleaning Area
05/21/93	Laidlaw	CLOSE	L5	Isolated Excavations, eastern Portion of Fuel Storage Area
05/21/93	Laidlaw	CLOSE	L2, L5, L6	Addendum to Remedial Action Plan, Lead Contaminated Soils
06/07/93	Laidlaw	CLOSE	ROW	East of Diesel Shop Area
06/17/93	Laidlaw	DSGN	x	Westbound Fueling Area, Downgradient Recovery System

Las Vegas Railway Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
				Note: Report titles have been abbreviated to fit limited space.
06/21/93	Laidlaw	SOP	ALL	Soil Sample Collection After Thermal Treatment
06/30/93	Laidlaw	CLOSE	L5	Southern Portion of the Day Storage Tank Area
07/06/93	Laidlaw	CLOSE	ROW	Addendum, East of Diesel Shop Area
07/20/93	Laidlaw	GW-Q	ALL	2 Q 93
07/21/93	Laidlaw	Ogden Inj-Q		2 Q 93
07/29/93	Laidlaw	RFP	x	Diesel Shop Down-Gradient and Eastbound Mainline Recovery System Installation
08/02/93	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, Startup of Operation Through June 27, 1993
09/01/93	Laidlaw	WRK-PLN	L6	Diesel Shop Area Workplan, Sampling for VOC Impacted Soils
09/13/93	Laidlaw	CLOSE	L5	Western Portion of the Wash Track Area
09/21/93	Laidlaw	CLOSE	ROW & L4	Eastbound Fueling Area, North of Ogden Underpass
09/21/93	Laidlaw	CLOSE	L3 & L5	Evaporation Ponds Area
10/08/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Lead Phase II
10/12/93	Laidlaw	GW-Q	ALL	3 Q 93
10/15/93	Laidlaw	CLOSE	L2 & L5	Lead Phase III
10/15/93	Laidlaw	SOP	x	A Quality Assurance Standard, SOP's for Environmental Monitoring at The MTRU
10/20/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
10/20/93	Laidlaw	CLOSE	L5	Addendum, Western Portion of the Wash Track Area
10/22/93	Laidlaw	Ogden Inj-Q	Off-Site	3 Q 93
11/02/93	Laidlaw	RFP	x	RFQ Westbound Downgradient, Recovery System Installation
11/22/93	Laidlaw	CLOSE	L5 & L6 & ROW &	Addendum Lead Phase II
12/07/93	Laidlaw	CLOSE	ROW	Western Portion of the East of Diesel Shop Area
12/07/93	Laidlaw	CLOSE	ROW & L4	Addendum, Eastbound Fueling Area, North of Ogden Underpass
12/07/93	Laidlaw	CLOSE	P1 & P2	Westbound Fueling Area East of Mainline Tracks
12/09/93	Laidlaw	CLOSE	L5	Southern Extension of the Day Storage Tank Area
12/13/93	HL&A	SITE-ASMT	x	Subsurface site assessment, Texaco Service Station, 224 North Main Street
12/17/93	Laidlaw	CLOSE	L5	Diesel Shop VOC Sampling Summary
12/17/93	Laidlaw	SUM	L5	Summary report- Volatile Organic Compound Sampling, Diesel Shop Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification Lead Phase III
12/27/93	Laidlaw	CLOSE	L3 & L5	Addendum, Evaporation Ponds Area
12/27/93	Laidlaw	CLOSE	L2 & L5	Modification to Addendum to Lead Remedial Action Plan, Report of Phase 3 Remediation
01/18/94	Laidlaw	SEMI		Semi-Annual Compliance Report, June 3-93 through Jan 10-94
01/20/94	Laidlaw	Ogden Inj-Q		4 Q 93
01/22/94	BB&A	Cal/Nav-Q	x	CALNEV/IUPRR - Fourth Quarter 1993 Monitoring Report
01/25/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Fourth Quarter Report
02/01/94	Laidlaw	GW-Q	ALL	4 Q 93
02/01/94	Laidlaw	O&M	x	Central Treatment operation & Maintenance Manual
03/04/94	Laidlaw	CLOSE	L2 & L5	Supplemental Lead Phase III
03/04/94	Laidlaw	CLOSE	ROW & L4	Additional Information, Eastbound Fueling Area
03/22/94	HL&A	COR-ACT	x	Corrective Action plan, Texaco Service Station, 224 North Main Street
03/30/94	Laidlaw	SUM	L4	Thin Seam Hydrocarbon Report
03/31/94	Laidlaw	CLOSE	ROW	Additional Information East of Diesel Shop Area
04/11/94	Laidlaw	O&M	x	Westbound Treatr ^o operation & Maintenance Manual

Las Vegas Railway Reports On File At The Offices of USPCI a Laidlaw Company

October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
				Note: Report titles have been abbreviated to fit limited space.
04/15/94	Laidlaw	GW-Q	ALL	1 Q 94
04/21/94	Laidlaw	Ogden Inj-Q		1 Q 94
04/22/94	Laidlaw	AS-BUILT	X	As-Built Construction Report, Diesel Shop Down Gradient and Eastbound recovery Systems
04/24/94	Laidlaw	MTRU	ALL	MTRU Confirmation Sample Data, June 28, 1993 Through December 31, 1993
04/25/94	Laidlaw	SUM	L5	Vertical limits of Excavation in The Fuel Storage Area
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse site
05/02/94	KLEINF	ASB-ASMT	L5	Limited Asbestos Assessment and Shallow Soil Sampling Report, Former Roundhouse Site
06/10/94	Laidlaw	RFP	x	Request for Proposal for UPRY LV, NV Roundhouse Asbestos Abatement
06/23/94	Laidlaw	SEMI		Semi-Annual Compliance Report, January 10-94 through June 7-94
07/05/94	Laidlaw	Ogden Inj-Q		2 Q 94
07/05/94	Laidlaw	GW-Q	ALL	2 Q 94
07/08/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Second Quarter 1994 Monitoring Report
07/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous monitoring System Second Quarter Report
08/15/94	Laidlaw	CLOSE	L4	Excavation West of Mainline Tracks, Eastbound Fueling Area
09/14/94	Laidlaw	WRK-PLN	ROW	Workplan - In Situ Bioremediation Pilot Study
09/21/94	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Third Quarter 1994 Monitoring Report
09/27/94	Laidlaw	GW-Q	ALL	3 Q 94
09/28/94	Laidlaw	CLOSE	L6	Southern Extension of the Evaporation Ponds Area
09/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils East of Diesel Shop Area
10/11/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Eastern Fuel Storage Area
10/17/94	Laidlaw	Ogden Inj-Q		3 Q 94
10/29/94	Laidlaw	MTRU-Q	x	USPCI MTRU, Sulfur Dioxide Continuous Monitoring System Third Quarter Report
10/31/94	Laidlaw	CLOSE	P1 & P2 & L6	Westbound Fueling Area
11/09/94	Laidlaw	CLOSE	L5	Final Closure Report UST Removal Fuel Storage Area Remediation Site
11/09/94	Laidlaw	UST	L5	Final Closure Report Underground Storage Tank Removal, Fuel Storage Area Remediation Site.
11/09/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Diesel Shop Area
11/17/94	Laidlaw	CLOSE	ROW & L4	Hydrocarbon Impacted Soils Eastbound Fueling Area
11/18/94	Laidlaw	UST	L5	Ust Removal Fuel Storage Remediation Site
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1, Eastern Fuel Storage Area
11/18/94	Laidlaw	CLOSE	L5	Amended Plate 1 Diesel Shop Area
11/21/94	Laidlaw	CLOSE	P1 & P2 & L6	Addendum, Westbound Fueling Area (WBFA), Sampling The Clark County and WBFA Boundary
11/23/94	Laidlaw	CLOSE	L5	Chlorotoluene Impacted Soils, Diesel Shop Area
11/28/94	Laidlaw	MTRU		Final MTRU Confirmation Sample Data, January 1, 1994 Through September 28, 1994
12/15/94	Laidlaw	CLOSE	L5	Former MTRU Site and Former Stockpile Area
12/15/94	Laidlaw	Ogden Inj-Q		4 Q 94
12/15/94	Laidlaw	GW-Q	ALL	4 Q 94
12/19/94	Laidlaw	AS-BUILT	x	As-built Construction Report, Westbound Downgradient Recovery System
12/28/94	Laidlaw	CLOSE	L5	Hydrocarbon Impacted Soils Fuel Storage Area
01/16/95	BB&A	Cal/Nev-Q	x	CALNEV/UPRR - Fourth Quarter 1994 Monitoring Report
01/20/95	Laidlaw	SEMI		Semi-Annual Compliance Report, June 7-94 through Jan 16-95
04/06/95	Laidlaw	IN-SITU-BIO	ROW	In Situ Bioremediation Pilot Study Evaluation Report
04/13/95	Laidlaw	SITE-CHAR	P 001 & 002	Site Characterization: UP Parcels 139-34-302-001 and 139-34-302-002

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
04/26/95	Laidlaw	Ogden Inj-Q		Note: Report titles have been abbreviated to fit limited space.
04/26/95	Laidlaw	GW-Q	ALL	1 Q 95
05/16/95	Laidlaw	WRK-PLN	xL4, L5 & ROW	1 Q 95
05/24/95	Laidlaw	CLOSE	L5	Monitor Well Installation
07/20/95	BB&A	Cal/Nav-Q	x	Request for Conditional Closure Excavation of Hydrocarbon Impacted Soils Fuel Storage Area
07/28/95	Laidlaw	Ogden Inj-Q		CALNEV/IUPRR - Second Quarter 1995 Monitoring Report
07/30/95	Laidlaw	SEMI		2 Q 95
07/31/95	Laidlaw	GW-Q	ALL	Semi-Annual Compliance Report, Jan 16-95 through June 12-95
10/20/95	Laidlaw	GW-Q	ALL	2 Q 95
10/30/95	Laidlaw	Ogden Inj-Q		3 Q 95
10/30/95	Laidlaw	BIO	ROW	3 Q 95
11/16/95	Laidlaw	SUM		In Situ Bioremediation Extended Pilot Study Evaluation Report
01/30/96	Laidlaw	GW-Q	ROW	Westbound Fueling Area, A Through K Exception Report
01/30/96	Laidlaw	Ogden Inj-Q	ALL	4 Q 95
02/07/96	Laidlaw	SEMI		4 Q 95
04/26/96	Laidlaw	Ogden Inj-Q		Semi-Annual Compliance Report, June 12-95 through Dec 28-95
04/26/96	Laidlaw	GW-Q	ALL	1 Q 96
05/30/96	Laidlaw	CLOSE	ROW & L4	1 Q 96
07/26/96	Laidlaw	SEMI		EASTBOUND FUELING AREA, ADD'L INFORMATION, REMEDIAL TARGET 3
07/26/96	Laidlaw	Ogden Inj-Q		Semi-Annual Compliance Report, December 28-96 through June 27-96
07/29/96	Laidlaw	GW-Q	ALL	2 Q 96
08/01/96	Laidlaw	INV & SAP	ALL	2 Q 96
08/22/96	Laidlaw	INV	L5	Mon. Well Installation Summary & Recommendations for a Revised Sampling and Analysis Plan
				Bonneville Ave. Underpass - Impact of Dewatering on Groundwater Remediation

BB&A = Broadbent & Associates, D&M = Dames & Moore, HL&A = Harding Lawson & Associates, KLEINF = Kleinfelder

USPCI GW-Q
USPCI Ogden Inj-Q
USPCI GW-Q
USPCI Ogden Inj-Q
USPCI GW-Q
USPCI Ogden Inj-Q
USPCI Compliance
USPCI Compliance
USPCI MAP

2 Q 95
2 Q 95
3 Q 95
3 Q 95
4 Q 95
4 Q 95
Semi-Annual Compliance Report, 1-16-95 - 6-12-95, City of LV Wastewater Contribution
Semi-Annual Compliance Report, 6-12-95 - 12-77-95, City of LV Wastewater Contribution
Impacted Soil Remaining At Depth

All reports relating to Operations and Maintenance

All reports relating to the removal, sampling and remediation of Underground Storage Tanks

Any report which requests or is related to the closure or conditional closure of an area

Investigative reports and findings

Phase 1

Phase 2

Phase 3

A report which is submitted to the appropriate agency on a Quarterly basis

O&M

UST

CLOSE

INV

PH-1

PH-2

PH-3

Q

Las Vegas Railyard Reports On File At The Offices of USPCI a Laidlaw Company
October 1, 1996

Date of Report	Consultant	Report Type	Lot or Parcel ID	Report Title
INT		An Interim report		Note: Report titles have been abbreviated to fit limited space.
\$-EST		A report dealing with the Cost Estimate to complete a task or project		
APP		Appendices		
SITE-ASMT		Site Assessment		
PRELIM		A Preliminary report of any kind		
CHAR		A Characterization report		
SEMI		A report which is submitted to the appropriate agency on a Semiannual basis		
BIO		Any report relating to the Bioremediation of impacted soils or groundwater		
GEO-TECH		Any report dealing with Geotechnical Analysis of soils related to construction activities		
ASB		Any report which specifically addresses Asbestos remediation or investigation		
Pb		Any report which specifically addresses Lead remediation or investigation		
GW		Any report which contains information about Groundwater		
IN-SITU		Any report dealing with In-Place or In-Situ treatment or treatment alternatives		
SUM		A Summary report of completed activities or findings		
WRK-PLN		A Workplan for future activities		
PROPOS		A Proposal		
FIN		A Final report of any kind		
SUP		A Supplemental report, usually written as an addendum for an existing report		
ENG		An Engineering report which addresses a structure or mechanical devise		
DSGN		A report of the Design of a mechanical devise		
RFP		Request for Proposal, Bid, or Quote		
AS-BUILT		The specifications of a structure or system as it actually exists following installation		
QA		Any report which addresses methods and suggested policies which result in Quality Assurance		
SAP		Sampling and Analysis Plan		

PETER G. MORROS
Director

STATE OF NEVADA
BOB MILLER
Governor

L. H. DODGION
Administrator

Administration (702) 687-4670
Air Quality 687-5065
Mining Regulation and Reclamation 687-4670
Waste Management 687-5572
Federal Facilities 687-3880



Wastewater Treatment Services 687-5370
Water Permits and Compliance 687-4670
Water Quality Planning 687-4670
FAX 686-0668

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

123 W. Nye Lane
Carson City, Nevada 89710

September 10, 1991

William Wimmer
Assistant Vice President
Environmental Management
Union Pacific Railroad
1416 Dodge Street - Room 930
Omaha, NE 68179

RE: Las Vegas, Nevada, Yard Cleanup

Dear Mr. Wimmer:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Union Pacific Railroad's (UPRR) recent proposed action level for the cleanup of Total Petroleum Hydrocarbons (TPH). Based on the data and information provided and discussions with Rick Eades, the NDEP is requiring adherence to the following stipulations.

The NDEP will require UPRR to:

1. - Remediate all soil with TPH values in excess of 100 mg/kg from ground level to 2 ½ feet. The UPRR will be required to remediate the soil directly below the rail tracks during future track maintenance and repair. Immediate action on the impacted soil directly under the tracks is not directed, yet adherence to the clean-up stipulations outlined in this letter will be required. Other impacted soil not directly under the tracks will be required to adhere to the stipulations contained in this letter; and;
- remediate all soil with TPH values in excess of 10,000 mg/kg, irregardless of the depth, and;
- remediate all soil excavated during the remediation of the soils greater than 10,000 mg/kg, to a TPH value of less than 100 mg/kg, and;

William Wimmer
Assistant Vice President
Union Pacific Railroad
September 10, 1991
Page 2

- provide as per the March 13, 1991 meeting, a guarantee to be approved by NDEP, that soils excavated during future construction which have TPH levels in excess of 100 mg/kg (TPH) attributable to Union Pacific's past occupancy, will be disposed of by the railroad. This obligation also applies to ground water contamination encountered in future development that is attributable to Union Pacific's past use.
- 2. - Provide written documentation stating UPRR is the responsible party on environmental contamination of soils and groundwater.
- 3. - Initiate a pilot program to determine the feasibility for an in-situ remediation project on the hydrocarbon contaminated soil left in place.
- 4. - Negotiate and establish a written agreement with the City of Las Vegas for the monitoring and enforcement of future remediation activities that are attributed to UPRR past activities.

In regards to the other on going and proposed remediation activities on the other contaminants, solvent and lead, the NDEP understands the following:

- In the UPRR letter of November 26, 1990, UPRR agreed to remediate the soil and groundwater contaminated with chlorinated and non-chlorinated solvents. The NDEP is awaiting this remediation plan and informational data, per the request made by the NDEP on August 29, 1990.
- In the NDEP letter to UPRR dated June 24, 1991, the NDEP responded to the proposed lead remediation plan submitted on April 17, 1991. The NDEP provided comments on the plan and is awaiting a revised plan for remediation.
- Currently, there are two free product recovery systems in place and operational. Modification to the westbound recovery system is currently being done per Mr. Jim Moran, USPCI, during the meeting of August 14, 1991. It is the understanding of the NDEP that the recovery systems for the area designated as the fuel farm area, is being designed and is considered to be of high priority by the NDEP, August-29, 1990 letter. The NDEP will require a written status report and schedule for the design, installation and operation of the free product recovery systems by October 11, 1991.

William Wimmer
Assistant Vice President
Union Pacific Railroad
September 10, 1991
Page 3

- The NDEP will require that the free product recovery systems operate with the goal of reducing free product to a thickness of $\frac{1}{2}$ inch or less as measured in the formation, per the Nevada Administrative Code. Adherence to the current NAC is mandated since no agreed to remediation plan has been executed at this time.

Sincerely,


L.H. Dodgion, P.E.
Administrator

LHD/JNN:klh

cc: H.L. Rosse, NDEP
A. Biaggi, NDEP
D. Gross, NDEP
B. Noonan, City Manager, City of Las Vegas
P. Shalmy, County Manager, Clark County
C. Judkins, Clark County Health District
R. Eades, UPRR
Gary Papek, UPRR
Jim Moran, USPCI
Rick Stout, Dames and Moore
R. Broadbent, Broadbent & Associates

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space above line for
Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to PLY STADIUM PARTNERS, INC., a Nevada corporation ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;

B. All matters which would be revealed or disclosed by a physical inspection of the Property;

C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

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

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (1/2") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, by and

between Grantor and Grantee, identified in the records of Grantor as UPRC Document No. 1-1329-29, Audit No. _____), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

- (i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;
- (ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;
- (iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) if requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that

Grantee's share (including Grantee's contribution required by and governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars (\$3,000,000.00) in the aggregate.

All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of _____, 199__.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By: _____
Its: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 199____, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of UNION PACIFIC
 RAILROAD COMPANY, a Utah corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

EXHIBIT 1 TO EXHIBIT E

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, PLY STADIUM PARTNERS, INC., a Nevada corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and
3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____
Date: _____

EXHIBIT G

MEMORANDUM OF REPURCHASE OPTION

THIS MEMORANDUM OF REPURCHASE OPTION is made this _____ day of _____, 199__, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UPRR") and PLY STADIUM PARTNERS, INC., a Nevada corporation, whose address is 16885 Dallas Parkway, 4th Floor, Dallas, Texas 75248 ("PLY"), for the purpose of evidencing of record that UPRR has the option to repurchase ("Repurchase Option") the real property described in Exhibit 1 attached hereto and hereby made a part hereof pursuant to Section 10.1 of that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 1996, between PLY and UPRR (the "Agreement"). The Repurchase Option becomes effective only if certain work of construction is not commenced on such real property on or before _____, __, 1999, and must be exercised, if at all, on or before _____, 2000, with both dates subject to extension as provided in the Agreement.

Additional terms and conditions of the Repurchase Option are set forth in the Agreement.

This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Agreement, and in the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

Witness:

UNION PACIFIC RAILROAD COMPANY, a
Utah corporation

By: _____
Its: _____

Witness:

PLY STADIUM PARTNERS, INC., a Nevada
corporation

By: 
Its: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 199__, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of UNION PACIFIC
 RAILROAD COMPANY, a Utah corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

STATE OF TEXAS)
) ss.
 COUNTY OF _____)

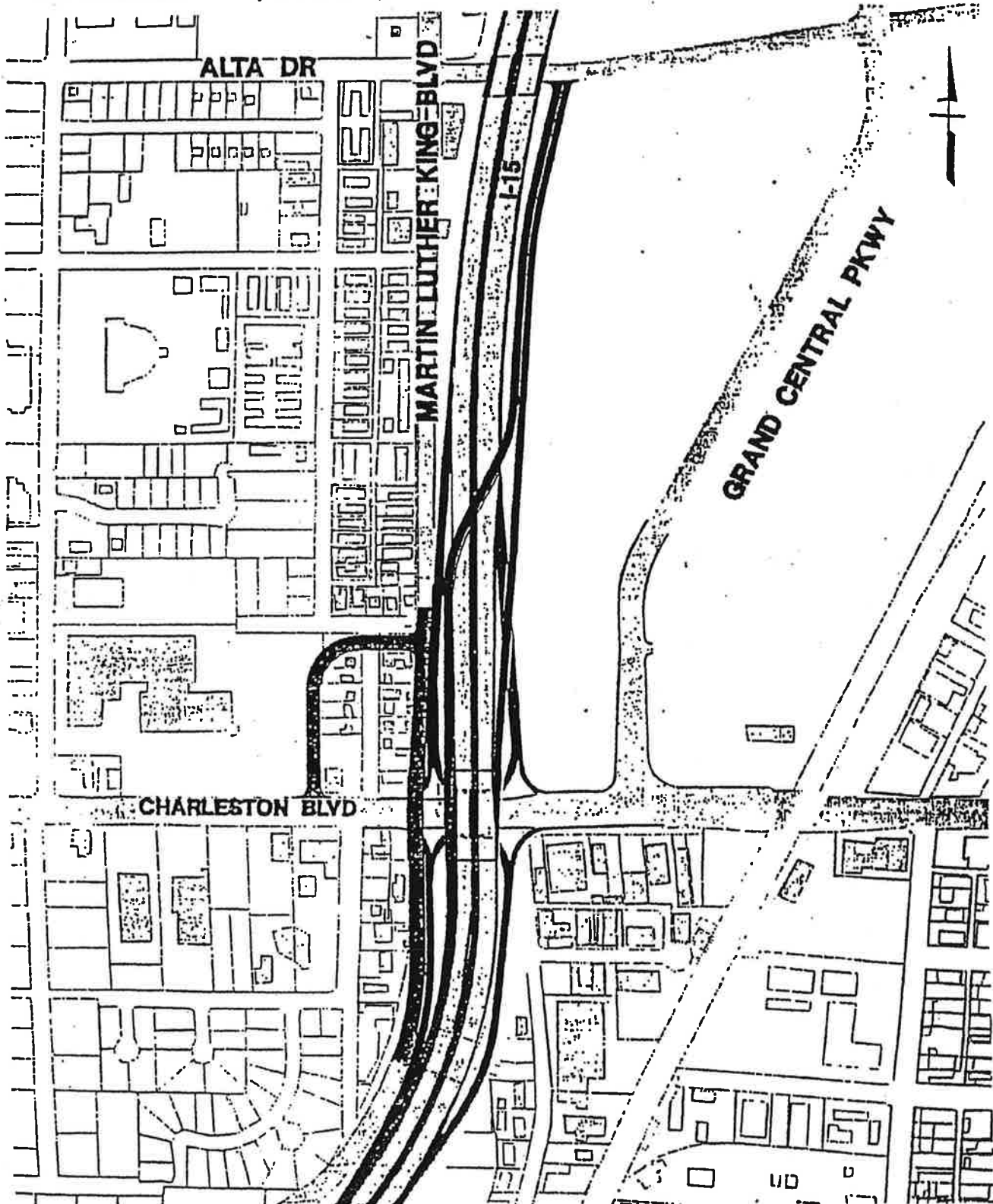
On _____, 199__, before me, a Notary Public
 in and for said County and State, personally appeared
 _____ and _____,
 _____ and Assistant Secretary of PLY STADIUM
 PARTNERS, INC., a Nevada corporation, personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument, and
 acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on the instrument the
 persons, or the entity upon behalf of which the persons acted,
 executed the instrument.

WITNESS my hand and official seal.

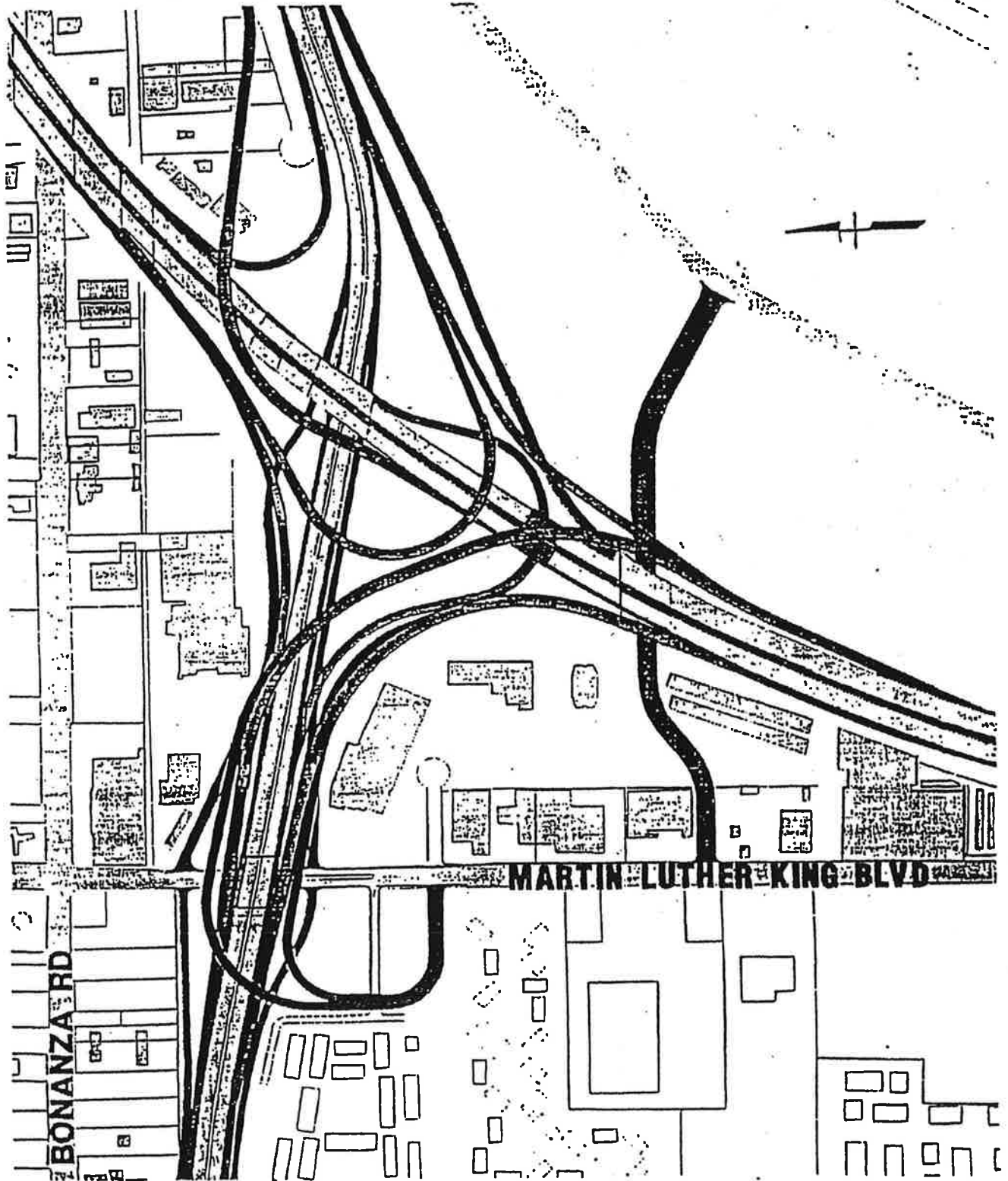
 Notary Public

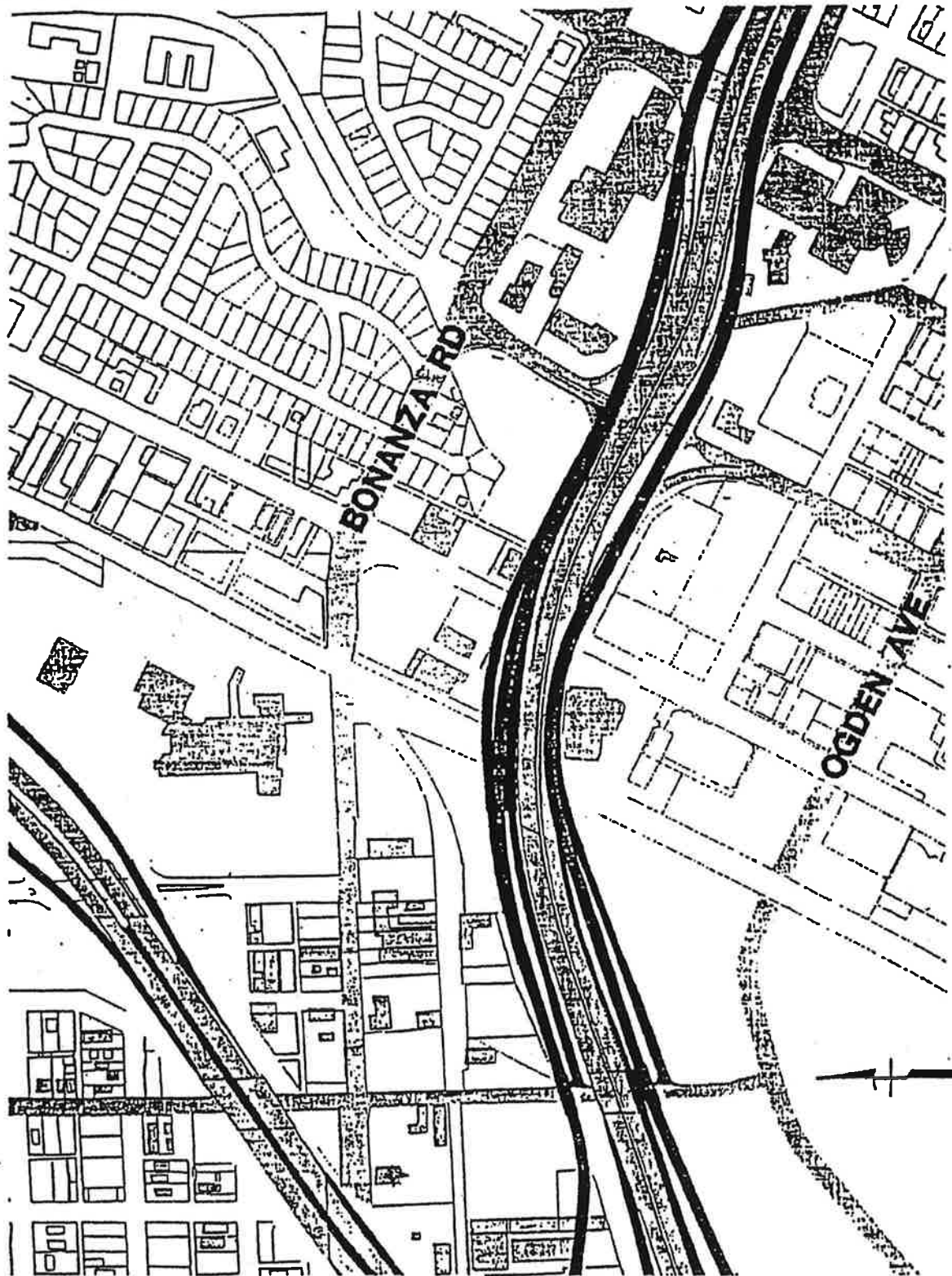
(SEAL)

EXHIBITS H-1, H-2 and H-3

ALTERNATIVE 6 (REFINED) - I-15 / CHARLESTON BOULEVARD

ALTERNATIVE 6 (REFINED) - CORE INTERCHANGE



ALTERNATIVE 6 (REFINED) - EAST LEG

Assessor's Parcel No: 139-34-110-001

Recording Requested By and
When Recorded Return to:
Las Vegas City Attorney
400 Stewart
Las Vegas, NV 89101

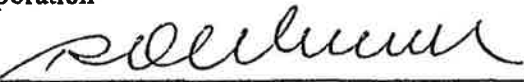
AMENDED AND RESTATED MEMORANDUM OF RIGHTS

THIS AMENDED AND RESTATED MEMORANDUM OF RIGHTS is made this 18th day of December, 2000, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor through merger to Union Pacific Railroad Company, a Utah corporation), whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UP"), for the purpose of evidencing of record that UP acknowledges the termination of certain obligations under that certain Purchase and Sale Agreement and Escrow Instructions between Union Pacific Railroad Company, a Utah corporation, and NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, dated October 21, 1996 (the "Purchase and Sale Agreement"). This Memorandum amends and restates that certain Memorandum of Rights by and between Union Pacific Railroad Company, a Utah corporation, and PLY STADIUM PARTNERS recorded November 18, 1996 as Document 00285 of Book 961118 and re-recorded December 2, 1996 as Document 01377 in Book 961202 of the Official Records of the County Recorder of Clark County, Nevada (the "1996 Memorandum"). Capitalized terms used herein shall have the same meanings as capitalized terms in the Purchase and Sale Agreement.

1. The provisions of the Purchase and Sale Agreement relating to Transfer Proceeds and the Stadium Bonus, referred to under items (1) and (2) of the 1996 Memorandum, shall terminate and no longer be in force or effect.

2. This Memorandum is for notice purposes only and does not modify any of the terms, conditions or provisions of the Purchase and Sale Agreement except as expressly set forth herein, and in the event of any conflict between this Memorandum and the Purchase and Sale Agreement, except as set forth in Paragraph 1 above, the Purchase and Sale Agreement shall control.

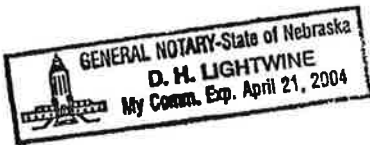
UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: 
Name: R.D. UHRICH
Title: Assistant Vice President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

SS.

On this 18th day of December, 2000, personally appeared before me, a notary public,
R.D. UHRICH, Assistant Vice President of Union Pacific Railroad Company, a Delaware corporation,
personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument
and who acknowledged that (s/he) executed the instrument.



D. H. Lightwine
Notary Public

CLARK COUNTY, NEVADA			
JUDITH A. VANDEVER, RECORDER			
RECORDED AT REQUEST OF:			
LAWYERS TITLE OF NEVADA			
12-29-2000	14:02	DED	2
BOOK: 20001229	INST: 03127		
FEE: 8.00	RPT: 00		
HM	MISCELLANEOUS		
CONFIRMED COPY HAS NOT BEEN COMPARED TO THE ORIGINAL			

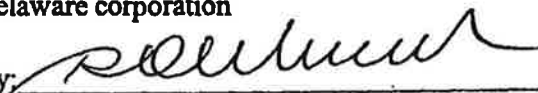
ESTOPPEL CERTIFICATE

Union Pacific Railroad Company, a Delaware company ("UP"), hereby certifies to the City of Las Vegas, a Nevada municipal corporation ("City"), as of the date hereof, as follows:

1. UP is successor through merger to Union Pacific Railroad Company, a Utah corporation, the grantor of the Grant Bargain and Sale Deed from UP to Nevada Stadium Partners Limited Partnership dated November 12, 1996 and recorded as instrument 00284 in Book 961118 of the Official Records of Clark County Recorder (the "Deed").
2. The Deed has not been modified, changed, altered or amended by UP in any respect.
3. The Deed has not been canceled or terminated by UP and, to the actual knowledge of UP, without duty of inquiry or investigation, is in full force and effect in accordance with its terms.
4. UP acknowledges that the City is relying upon this Certificate in determining to acquire the real property subject to the Deed and that it would not acquire the property without UP making the acknowledgments set forth herein.

Dated this 18th day of December, 2000.

UNION PACIFIC RAILROAD COMPANY, a
Delaware corporation

By: 
Name: R.D. UHRICH
Title: Assistant Vice President

Original

Assessor's Parcel No: 139-34-110-001

Recording Requested By and
When Recorded Return to:
Las Vegas City Attorney
400 Stewart
Las Vegas, NV 89101

TERMINATION OF MEMORANDUM OF
REPURCHASE OPTION

THIS TERMINATION OF MEMORANDUM OF REPURCHASE OPTION is made this 18th day of December, 2000, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor through merger to Union Pacific Railroad Company, a Utah corporation), whose address is 1416 Dodge Street, Omaha, Nebraska 68179 ("UP") for the purpose of terminating, canceling and removing of record the Memorandum of Repurchase Option by and between Union Pacific Railroad Company, a Utah corporation, and PLY STADIUM PARTNERS recorded November 18, 1996 as Document 00286 of Book 961118 and re-recorded December 2, 1996 as Document 01378 in Book 961202 of the Official Records of the County Recorder of Clark County, Nevada.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: [Signature]
Name: R.D. UHRICH
Title: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of December, 2000, personally appeared before me, a notary public, R.D. UHRICH, Assistant Vice President of Union Pacific Railroad Company, a Delaware corporation, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.



[Signature]
Notary Public

EXHIBIT J

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT J

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY ("*Declaration*") is made as of _____, 20__, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*");

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) in accordance with the Restrictions set forth herein.

D. WHEREAS, CPV is conveying the Site to Developer for no purchase price or other consideration on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project and the operation of the Project as a Non-Profit Use (hereinafter defined);

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Developer; and

F. WHEREAS, as part of the conveyance of the Site to Developer, Developer and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to CPV that development on those parcels of property (including the Site) that CPV from time to time elects to sell to third parties be consistent with CPV's master plan for Symphony Park. Should the development conditions imposed by CPV be materially violated, Symphony Park and its planned development could be negatively impacted.

This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"Affiliate" or "Affiliates" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest. Unless the context otherwise requires, any reference to "Affiliate" in this Declaration shall be deemed to refer to an Affiliate of Developer.

"City" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"Commence Construction" or "Commencement of Construction" means any and all activities involving the grading of the Site by or on behalf of Developer.

"Completion of Construction" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"Controlling Interest" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty-one percent (51%) or more of the voting interests in a Person or the governing body of such Person.

"Convey or Conveyance" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Developer in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

"CPV" has the meaning set forth in the first paragraph of this Declaration and

includes any Person to whom CPV assigns its interest in this Declaration pursuant to Section 7.1 below.

“*CPV Indemnified Party or Parties*” means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

“*CPV Repurchase Designee*” means any Person designated to Developer in writing by CPV to exercise the Repurchase Option.

“*DDA*” means that certain Disposition and Development Agreement dated concurrently herewith between CPV and Developer.

“*Designee*” means an Affiliate of a Recognized Mortgagee that is the designee or nominee of such Recognized Mortgagee.

“*Design Standards*” means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

“*Developer*” has the meaning set forth in the first paragraph of this Declaration.

“*Final Plans and Drawings*” means those plans, drawings, related documents and any subsequent revisions thereto prepared for the construction of the Project which have obtained all approvals pursuant to the Requirements for the construction of the Project.

“*For-Profit Use*” means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is not a non-profit entity and/or (ii) any use of the Project that is not on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for profit use (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use.

“*Improvements*” has the meaning set forth in Section 4.4(c)(i).

“*Non-complying Structures*” means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

“*Non-Profit Use*” means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is a non-profit entity and/or (ii) use of the Project that is on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for profit use (e.g. coffee shops, food vendors, bookstores, gift shops and other retail)) that are incidental to such use.

“*Parking Lease Agreement*” means that Parking Lease Agreement entered into by the Parties concurrently with the execution of this Declaration.

“*PEMA*” means the Project Environmental Management Agreement Set forth in Exhibit “E” attached hereto, as it may be amended from time to time.

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

“*Project*” means _____.

“*Project Documents*” has the meaning set forth in Section 4.4(c)(i).

“*Project Scope*” means the description of the Project attached to this Declaration as Exhibit “C”.

“*Repurchase Option*” has the meaning set forth in Section 4.4.

“*Required Approvals*” means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project.

“*Requirements*” means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term “Requirement” includes the Design Standards, as such may be amended from time to time; provided, however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development phase for the Project, then any subsequent amendments to the Symphony Park Documents which would require a modification of the approved Design Development Phase of the Project shall not be applicable to the Project.

“*Restrictions*” means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

“*Schedule of Performance*” means the schedule of performance attached to this Declaration as Exhibit “D”.

“*Site*” is defined in Recital A.

“*Specific Facilities*” means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

“*SPDRC*” means the design review committee created and operating pursuant to Design Standards.

“*Unavoidable Delays*” means delays due to any of the following (provided that such delay is beyond a Party’s reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant’s default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. In connection with Developer’s obligations under this Declaration, Unavoidable Delay shall include any failure of CPV to perform its obligations under the PEMA which causes actual delay in Developer’s performance of its obligations. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay. Times of performance under this Declaration may also be extended in writing by CPV and Developer.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV’s option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings, Developer shall not affect any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Developer shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site.

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, Developer shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Developer shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Developer and CPV agree that:

(i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Developer shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(iii) Notwithstanding the foregoing prohibition on Developer's right to convey the Site, Developer shall have the right to convey the Site to an Affiliate without the approval of CPV.

(g) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the CPV Indemnified Parties from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed Project; or (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; or (iii) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) is due to the negligence or willful misconduct of any CPV Indemnified Party. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary

capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the CPV Indemnified Parties, whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(g) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided, however*, that if CPV actually receives any proceeds of Developer's insurance with respect to an obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any CPV Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by CPV or such CPV Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such CPV Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as CPV shall reasonably approve. The foregoing notwithstanding, such CPV Indemnified Party may, at its own expense, engage its own attorneys to defend such CPV Indemnified Party, or to assist such CPV Indemnified Party in such CPV Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(g)(iv) above, each CPV Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such CPV Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such CPV Indemnified Party pursuant to the provisions of this Section 2.1(g). Developer agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Construction on the Site, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Construction on the Site and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or

excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars (\$2,000,000) with respect to the Site and the operations of Developer in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least “A-IX” status as rated in the most recent edition of Best’s Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer’s performance of the work on the Site or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish CPV with certificates of all insurance policies required under this Section 2.1(h) before commencing any work on the Site. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to CPV of such cancellation or reduction in coverage. All insurance required hereunder (except worker’s compensation) shall name CPV and the CPV Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for 2.1(h)(ii) above through a program of self insurance or from an affiliated carrier which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Final Plans and Drawings and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Developer shall commence construction of the Project pursuant to the Final Plans and Drawings. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV’s rights herein shall be commensurately extended.

(b) Completion. Developer shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of Performance shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within twenty (20) days of commencement of delay setting forth the facts giving rise to each such extension; and *provided further* that the period of time for exercise of CPV’s rights herein shall be commensurately extended.

(c) Uses. Developer shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Parking. Developer agrees that all parking for the Project will be located on the Site in compliance with the Requirements.

2.4 For-Profit Uses.

(a) Developer agrees that in consideration of the conveyance of the Site to Developer at no cost to Developer and Developer's agreement to develop a non-profit medical use on the Site, that only Non-Profit Uses of the Project will be permitted, except for such for-profit uses (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use. Developer further acknowledges that if not for Developer's agreement to develop and operate Non-Profit Uses on the Site, CPV would have sold the Site to Developer, or another Person, at the fair market value of the Site. Developer further agrees that in the event a For-Profit Use of the Property occurs at anytime, except for such for profit uses (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use, then, in addition to all other rights and remedies that CPV may have as a result of Developer's breach of this covenant, Developer shall be obligated to pay to CPV the fair market value of the Site as of the date that the Project is converted to a For-Profit Use (the "*For-profit Conversion Date*"), as determined pursuant to Section 2.4(b).

(b) The fair market value of the Site as of the For-profit Conversion Date shall be the appraised fair market value of the Site as of the For-profit Conversion Date based upon the purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of the Site, taking into account the existing size and configuration of the Site and taking into account the following facts and making the following assumptions: (a) the existing improvements and use of the Site and (b) that use of the Site is prohibited from any gaming and casino use. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by CPV, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than thirty (30) days from and after the For-profit Conversion Date, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and CPV upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by CPV, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of CPV and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute

(c) The fair market value of the Site as determined pursuant to Section 2.3 shall be paid to CPV by Developer in immediately available funds no later than fifteen (15) days after the final determination of the fair market value of the Site pursuant to Section 2.4(b) above.

3. DEVELOPER OPERATING COVENANTS

3.1 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the Project in conformance with the terms of this Section 3. Developer acknowledges that a material part of the consideration of CPV conveying the Site to Developer for no monetary consideration is Developer's agreement to comply with the terms and conditions of this Section 3.

3.2 Maintenance of Project. Developer agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times.

3.4 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Developer's obligations under this Declaration including twenty percent (20%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure

period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30) day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Developer of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Developer or any person having possession under Developer. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest shall be the personal obligation of Developer or any other person who was an owner of the Site when such charges became due and who committed such breach or violation

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Developer hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if such CPV Repurchase Designee exercises such option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Developer in the event of Developer's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), 2.2(b) or 2.2(c) above. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

- (i) Current taxes not yet delinquent;
- (ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and
- (iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Developer to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Developer shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Developer shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs. Absent manifest error Developer's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(e) Repurchase Escrow Terms. Within five (5) days after the CPV Repurchase Designee's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by the CPV Repurchase Designee and reasonably acceptable to Developer to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by the CPV Repurchase Designee of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Developer through escrow, shall be removed or insured over by Developer at its sole expense at or prior to closing of escrow. In the event that the Site or any portion thereof is encumbered by a mortgage or deed of trust to which the CPV Repurchase Designee has subordinated the Repurchase Option pursuant to Section 4.4(d)

above, the CPV Repurchase Designee shall instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Developer through the foregoing escrow. Developer and the CPV Repurchase Designee shall each pay one-half of the escrow fees; Developer shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in the CPV Repurchase Designee or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(f) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. RESERVED

6. PROJECT ENVIRONMENTAL MANAGEMENT. The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV, including the Symphony Park Master Association, a Nevada non-profit corporation, and upon any such Person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

7.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if CPV reacquires title to the Site or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to CPV and such property, effective as of the date of such reacquisition by CPV.

7.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way CPV's rights under any other documents of record from time to time affecting all or any portion of the Site.

7.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.6 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.7 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or

Cleveland Clinic – Project DSLURS June 15, 2011

forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV: 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
 Email: barent@lasvegasnevada.gov
 Attn: Bill Arent, Director

And: City Attorney Office
 City Hall
 Attn: Teri Ponticello
 400 Stewart Avenue
 Las Vegas, NV 89101
 Phone: (702) 229-6629
 Fax: (702) 368-1749
 Email: tponticello@lasvegasnevada.gov

 Attn: Teri Ponticello, Esq.

And: Newland Real Estate Group, LLC
 6130 Elton Avenue
 Las Vegas, Nevada 89107
 Phone: (702) 220-8090
 Fax: (702) 220-7636
 Email: sgladstein@newlandco.com
 Attn: Sam Gladstein

If to Developer: Cleveland Clinic Foundation
 9500 Euclid Ave. (H-18)
 Cleveland, Ohio 44195
 Phone: 216- 444-2380
 Fax: 216- 444-2436
 Attn: Chief of Operations

And: Cleveland Clinic Foundation

9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216- 444-3441
Fax: 216-445-7739
Attn: Chief Legal Officer

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Phone: 216-444-4820
Fax: 216-444-7020
Attn: Director of Construction of Facilities and Real Estate

7.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the Chairman of CPV or such other person that CPV designates in writing to Developer. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

7.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes Exhibit "A" through Exhibit "E", inclusively, attached hereto and incorporated herein by reference. All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Developer to that effect.

7.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and effect.

7.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

7.13 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

7.14 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

7.15 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

7.16 Days. All references to “days” in this Declaration are to consecutive calendar days unless business days are specified.

7.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

*

By: _____

Name: _____

Title: _____

ATTEST:

_____, Title

APPROVED AS TO FORM:

Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date: _____

LIST OF EXHIBITS

EXHIBIT “A”	LEGAL DESCRIPTION OF THE SITE
EXHIBIT “B”	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT “C”	PROJECT SCOPE
EXHIBIT “D”	SCHEDULE OF PERFORMANCE
EXHIBIT “E”	PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Exhibit A & B

Project DSLURS

Cleveland Clinic Foundation

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING**.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

Exhibit C

Project DSLURS

Cleveland Clinic Foundation

Exhibit C

Scope of Development – Overall Project

Cleveland Clinic Foundation, an Ohio non-profit corporation ("*Developer*") intends to acquire, in addition to Parcel J/K, Parcel A-2, approximately 2.29 acres more or less and Parcel B, approximately 5.15 acres more or less, of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company ("*Owner*") and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to construct buildings and structures that will complement the medical use district established by Parcel A-1 (The Cleveland Clinic Lou Ruvo Center for Brain Health) and the outpatient development on Parcel J/K.

The architecture will be consistent with the standard as set forth in the development of Parcel J/K and is intended to include all accessory uses normally associated with a medical district and commonly practiced healthcare standards.

Exhibit D

Project DSLURS

Cleveland Clinic Foundation

EXHIBIT D

Project Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to Election Notice of first parcel:

1. Approved Master Plan by the SPDRC for all Cleveland Clinic Parcels
2. Presentations to City Council as outlined in the Disposition and Development Agreement
3. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT E

PEMA

(See Exhibit I to Disposition and Development Agreement between City Parkway V, Inc.
and The Cleveland Clinic Foundation dated June 17, 2011)

EXHIBIT K

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT K

Project Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to Election Notice of first parcel:

1. Approved Master Plan by the SPDRC for all Cleveland Clinic Parcels
2. Presentations to City Council as outlined in the Disposition and Development Agreement
3. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT L

Disposition and Development Agreement

Cleveland Clinic Foundation

1. Definitions

“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.

3. Instructions

4. Incorporation

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☐ Limited Liability Company x ☒ 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.	Delos T. Cosgrove, M.D. President, CEO and Director, Chair, Board of Governors	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
2.	Steven C. Glass Chief Financial Officer, Treasurer	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
3.	William E. Peacock Chief of Operations	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
4.	Dave Rowan Chief Legal Officer, Chief Governance Officer, Secretary	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
5.	Carole Hoover, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
6.	Joseph Hahn, M.D., Vice Chair, Board of Governors, Chief of Staff and Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
7.	Michael Harrington Chief Accounting Officer, Controller	9500 Euclid Avenue (JJ19) Cleveland, Ohio 44195	216.444.0634
8.	Larry Pollock, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
9.	Frederick R. Nance, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
10.	Samuel H. Miller, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
11.	Paul E. DiCorleto, Chairman of the Research Institute	9500 Euclid Avenue (NB21) Cleveland, Ohio 44195	216.444.2000
12.	Raymond Borkowski, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
13.	Cynthia Deyling, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000

14.	Mario Morino, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
15.	Linda McHugh, Assistant Secretary	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
16.	Michael J. Meehan, Recording Secretary	3050 Science Park Drive (AC321) Beachwood, Ohio 44122	216.448.0167
17.	Thomas A. Commes, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
18.	Patrick F. McCartan, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
19.	Bill R. Sanford, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
20.	Joseph M. Scaminace, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
21.	David J. Hessler, Esq., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
22.	William E. MacDonald, III, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
23.	Morry Welss, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
24.	Ronald J. Ross, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
25.	Patrick Auletta, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
26.	Umberto P. Fedeli, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
27.	John W. Kemper, Sr., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
28.	Robert E. Rich, Jr., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
29.	Norma Lerner, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
30.	Beth Mooney, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
31.	Amb. William R. Timken, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000

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

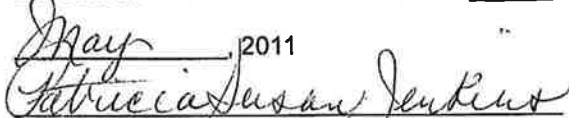


William M. Peacock, III
Chief of Operations

5/26/2011

Date

Subscribed and sworn to before me this 26th day of

May, 2011

Notary Public

Patricia Susan Jenkins
Notary Public, State of Ohio
My Commission Expires March 15, 2013

EXHIBIT M

Disposition and Development Agreement

Cleveland Clinic Foundation



First American

Reference: 11-04-0021-KR

Address: Parcels A2, B, J And K Of Symphony Park, Las Vegas, NV

Our Order No.: 11-04-0021-KR

Escrow Officer: Kristin Ravelo

COMMITMENT FOR TITLE INSURANCE

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule B-1 - Requirements	
Schedule B - 2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

BY

James J. Althaus

PRESIDENT

ATTEST

Miss Helen

SECRETARY

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: April 5, 2011 at 7:30 a.m.
2. Policy or Policies to be issued: Amount
 - a. Owners Policy CLTA : \$TBD
Proposed Insured: Cleveland Clinic
 - b. Loan Policy TBD : \$TBD
Proposed Insured: TBD
3. The estate or interest in the land described or referred to in this Commitment is
A Fee
4. Title to the estate or interest in the land is at the effective date vested in:
City Parkway V Inc., a Nevada non-profit corporation
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF

This Commitment shall not be valid or binding until countersigned by a validating officer or
authorized signatory.



Title Officer: Martin Bressler

American Land Title Association Commitment 2006

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B – SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

1. Payment of the agreed amounts for the interest(s) to be insured.
2. Payment of all premiums, fees and charges due the Company.
3. Instrument(s) satisfactory to create the estate or interest to be insured must be properly prepared, executed, delivered and duly filed for record, to wit: Grant Bargain Sale Deed; Deed of Trust, if any.
4. Pay all taxes, charges and assessments levied and assessed against the land which are already due and payable, or which will be due and payable as of the effective date of the policy anticipated by this Commitment.
5. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM Land Title Survey, conforming to the minimum standard requirements as revised 2/23/2011.
6. The requirement that an inspection of the subject land be made prior to the close of escrow. Additional exceptions and/or requirements may be added to this Commitment upon completion of said inspection.
7. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least one week prior to the contemplated closing date. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of this requirement.

8. NOTE: Information in possession of this company indicates that a division of land is contemplated in the current transaction involving the land described in this report. Such contemplated division of land would appear to fall within the purview of the Subdivision Map Act and at least one of the following requirements must be accomplished:
- (1) That a subdivision map has been recorded in compliance with the Subdivision Map Act or related local ordinances;
 - (2) That a parcel map has been recorded in compliance with the Subdivision Map Act or related local ordinances; or
 - (3) That a Waiver or other satisfactory evidence indicating compliance or nonviolation be furnished.
9. The requirement that this Company be provided a metes and bounds legal description for the above exception, prepared by a metes and bounds legal description, prior to close of escrow.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. State and County taxes for the fiscal period 2011 to 2012, a lien not yet due or payable;
For the fiscal period 2010 to 2011, paid in full.
Assessor Parcel Nos.: 139-33-610-027 (Parcel A2); 139-33-610-025 (Parcel B);
139-34-211-002 (Parcel J); and 139-34-211-002 (Parcel K with other property)
8. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.

9. Reservations and Easements in the patent from the State of Nevada, recorded August 30, 1984, in Book F of Miscellaneous, Page 5 as Document No. of Lincoln County Official Records.
10. Reservations and Easements in the patent from the State of Nevada, recorded October 17, 1902, in Book F of Miscellaneous, Page 230-232 as Document No. of Lincoln County Official Records.
11. Reservations and Easements in the patent from the State of Nevada, recorded November 30, 1902, in Book F of Miscellaneous, Page 268-269 as Document No. of Lincoln County Official Records.
12. Reservations and Easements in the patent from the State of Nevada, recorded November 30, 1902 in Book F of Miscellaneous, Page 270-271 as Document No. of Lincoln County Official Records.
13. Reservations and Easements in the patent from the State of Nevada, recorded April 22, 1905, in Book F of Miscellaneous, Page 600 as Document No. of Lincoln County Official Records.
14. The terms and provisions contained in instrument entitled CITY OF LAS VEGAS REVISED DOWNTOWN DEVELOPMENT AREA recorded March 11, 1986 in Book 860311 as Document No. 00777 of Official Records.

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

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

Said instrument has been amended by an instrument recorded November 22, 1996 in Book 961122 as Document No. 00847 of Official Records.

A Notice of Adoption of Amendment To The Redevelopment Plan Recorded November 22, 1996 in Book 961122 as Document No. 00848; re-recorded November 25, 1996 in Book 961125 as Document No. 00566 and as set forth in Record of Survey performed by Rita M. Lumas, filed in File LG of Local Government Plats at Page 78 recorded November 22, 1996 in Book 961122 as Document No. 00849 of Official Records.

An Ordinance to Adopt an Amended and Restated Redevelopment Plan recorded June 2, 2006 in Book 20060602 as Document No. 0001395 of Official Records.

Reference should be made to said instrument for full particulars.

15. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 53 of Plats, Page 61, of Official Records.
16. Terms, covenants, conditions and provisions in an instrument entitled, "MEMORANDUM OF RIGHTS", recorded November 18, 1996, in Book 961118 as Document No. 00285, of Official Records.

The above document was re-recorded on December 2, 1996 in Book 961202 as Document No. 01377.

The above memorandum has been amended by instrument recorded December 29, 2000 in Book 20001229 as Document No. 03127 of Official Records.

17. The effect of the following Record of Survey filed in File 116 of Surveys at Page 12, recorded May 18, 2001, in Book 20010518, as Document No. 02200 of Official Records.

18. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CITY PARKWAY V, INC., for ingress/egress, recorded June 6, 2001, in Book 20010606 as Document No. 00592 of Official Records.

19. The effect of the following Record of Survey performed by John E. Forsman, PLS No. 10053, filed in File 163 of Surveys at Page 35.

Certificate of Amenment of above survey recorded April 23, 2007 in Book 20070423 as Document No. 03696 and on May 2, 2007 in Book 20070502 as Document No. 04853 Official Records.

20. Terms, covenants, conditions and provisions in an instrument entitled, "Development Declaration, Parking Agreement and right of First Refusal", recorded May 2, 2007, in Book 20070502 as Document No. 04856, of Official Records.

21. Terms, covenants, conditions and provisions in an instrument entitled, "Easement Agreement", recorded May 2, 2007, in Book 20070502 as Document No. 04857, of Official Records.

22. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded January 28, 2008, in Book 20080128 as Document No. 02612 of Official Records.

23. Terms, covenants, conditions and provisions in an instrument entitled, "Community Charter For Symphony Park", recorded September 12, 2009, in Book 20091216 as Document No. 00606, of Official Records.

24. Terms, covenants, conditions and provisions in an instrument entitled, "Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement", recorded December 17, 2009, in Book 20091217 as Document No. 00661, of Official Records.
25. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy, for communication and electrical facilities, recorded August 16, 2010, in Book 20100816 as Document No. 00987 of Official Records.
26. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for communication and electrical facilities, recorded August 16, 2010, in Book 20100816 as Document No. 00990 of Official Records.
Affects: Parcel A2 of proposed Symphony Park
27. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for Communication and electrical facilities, recorded August 16, 2010, in Book 20100816 as Document No. 00991 of Official Records.
Affects: Parcel K of proposed Symphony Park
28. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for communication and electrical facilities, recorded September 3, 2010, in Book 20100903 as Document No. 01389 of Official Records.
Affects: Parcel B of proposed Symphony Park
29. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for communication and electrical facilities, recorded September 3, 2010, in Book 20100903 as Document No. 01390 of Official Records.
30. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.
31. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
32. Water rights, claims or title to water, whether or not shown by the public records.

Order Number: 11-04-0021-KR

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF SAID LOT 5 OF PARKWAY CENTER AS RECORDED IIN BOOK 53, PAGE 61 OF PLATS, SAME BEING A PORTION OF THE WEST HALF (1/2) OF SECTION 34 AND THE EAST HALF (E ½) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DECRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, BEING ON THE NORTH LINE OF BONNEVILLE AVENUE (100 FOOT RIGHT-OF-WAY), SAME BEING ON THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100 FOOT WIDE):

THENCE, ALONG THE NORTH LINE OF SAID BONNEVILLE AVENUE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 62°04'12" WEST, A DISTANCE OF 204.98 FEET TO A POINT OF CURVATURE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 36°45'51", AND ALONG THE ARC 352.91 FEET TO A POINT OF TANGENCY;
3. SOUTH 81°09'57" WEST, A DISTANCE OF 485.41 FEET TO A POINT OF CURVATURE TO THE RIGHT;
4. WITH SAID CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 95°00'00", AND ALONG THE ARC 91.19 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF GRAND CENTRAL PARKWAY (100 FOOT RIGHT-OF-WAY);

THENCE ALONG THE EAST, SOUTHEASTERLY, AND SOUTHERLY LINE OF SAID GRAND CENTRAL PARKWAY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 03°50'03" WEST, A DISTANCE OF 94.71 FEET TO A POINT OF CURVATURE TO THE RIGHT;
2. WITH SAID CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 31°45'19", AND ALONG THE ARC 249.41 FEET TO A POINT OF TANGENCY;

3. NORTH 27°55'16" EAST, A DISTANCE OF 1058.21 FEET TO A POINT OF CURVATURE TO THE RIGHT;
4. WITH SAID CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 20°42'14", AND ALONG THE ARC 162.61 FEET TO A POINT OF TANGENCY;
5. NORTH 48°37'30" EAST, A DISTANCE OF 1217.02 FEET TO A POINT OF CURVATURE TO THE RIGHT;
6. WITH SAID CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 25°40'39", AND ALONG THE ARC 201.67 FEET TO A POINT OF TANGENCY;
7. NORTH 74°18'09" EAST, A DISTANCE OF 331.32 FEET TO A POINT OF CURVATURE TO THE RIGHT;
8. WITH SAID CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 43°37'41", AND ALONG THE ARC 266.51 FEET TO A POINT OF NON-TANGENCY FROM WHICH A RADIAL LINE BEARS SOUTH 27°55'50" WEST;
9. SOUTH 27°55'50" WEST, A DISTANCE OF 5.00 FEET TO AN INTERIOR ANGLE POINT;
10. SOUTH 62°04'10" EAST, A DISTANCE OF 68.80 FEET TO A POINT ON SAID WEST LINE OF THE UNION PACIFIC RAILROAD;

THENCE, ALONG SAID WEST LINE SOUTH 27°55'16" WEST, A DISTANCE OF 741.16 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 31°53'35" EAST; THENCE, LEAVING SAID WEST LINE AND CROSSING A PORTION OF SAID LOT 5, FROM A TANGENT BEARING SOUTH 58°06'25" WEST, WITH SAID CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 30°11'04", AND ALONG THE ARC 795.50 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 27°55'21" WEST, A DISTANCE OF 150.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE, WITH SAID CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 30°11'15", AND ALONG THE ARC 795.57 FEET TO A POINT OF NON-TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 87°44'06" EAST, SAME BEING ON SAID WEST LINE OF THE UNION PACIFIC RAILROAD; THENCE, WITH SAID WEST LINE, SOUTH 27°55'16" WEST, A DISTANCE OF 365.64 FEET TO THE POINT OF BEGINNING.

NOTE: WE WILL REQUIRE A METES AND BOUNDS LEGAL DESCRIPTION PREPARED BY A LICENSED SURVEYOR DESCRIBING PARCELS A2, B, J AND K OF THE PROPOSED SYMPHONY PARK PROJECT, PRIOR TO CLOSE OF ESCROW.

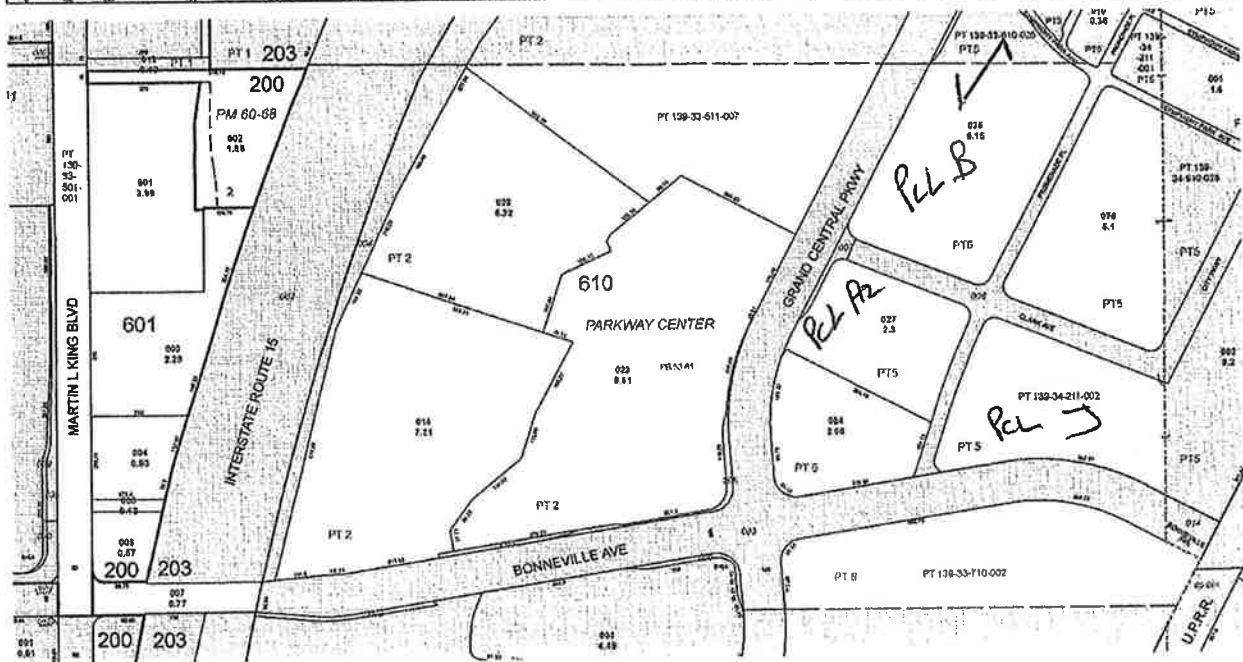
Subject property commonly known as: Parcels A2, B, J And K Of Symphony Park, Las Vegas, NV

Order Number: 11-04-0021-KR

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A fullpage explanation of our privacy policy is being delivered to you separately. If you do not receive it, or if you have questions about it, please call us, and a duplicate copy will be provided to you.

NOTES This map is for assessment use only and does NOT represent a survey. No liability is assumed by the Assessor for the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information. 1/1 IN THE DISTRICT OF CLARK COUNTY, NEVADA	ASSESSOR'S PARCELS - CLARK CO., NV. Michele W. Shafe - Assessor		T20S R61E	33	S 2 NE 4	139-33-6																																																					
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TAX DIST 200,212,203

NOTES This map is for assessment purposes only and does NOT represent a survey. No liability is assumed for the accuracy of the data depicted herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information. DATE: 02/09/2011 BY: [Signature]	ASSESSOR'S PARCELS - CLARK CO., NV. Michele W. Shate - Assessor		T20S R61E	34	S 2 NW 4	139-34-2																																																																																																																																													
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TAX DIST 203

Exhibit N

Developer Reporting. Designated representatives of the Cleveland Clinic will meet quarterly with representatives of CPV to provide updates to CPV on the status of Developer's efforts in determining the feasibility of developing the Project. The reporting to CPV by Developer will include those matters set forth below. In addition, Developer agrees that such representatives shall appear at meetings of the City Council no less than once a year to report on the status of Developer's efforts in connection with the Project and at such other times as reasonably requested by CPV. Developer further agrees that once construction of a Parcel Project has commenced, such Developer representatives shall meet monthly with CPV.

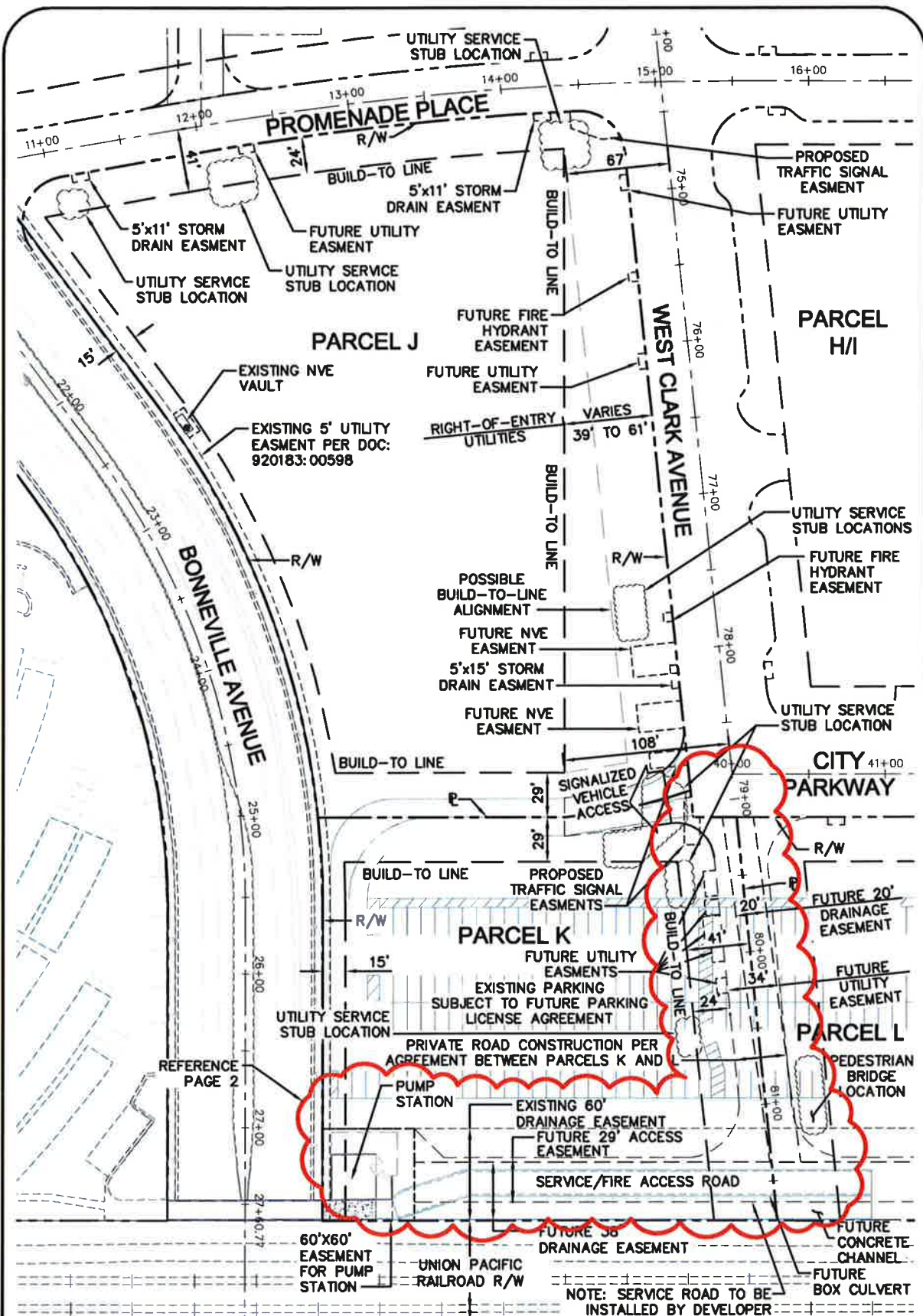
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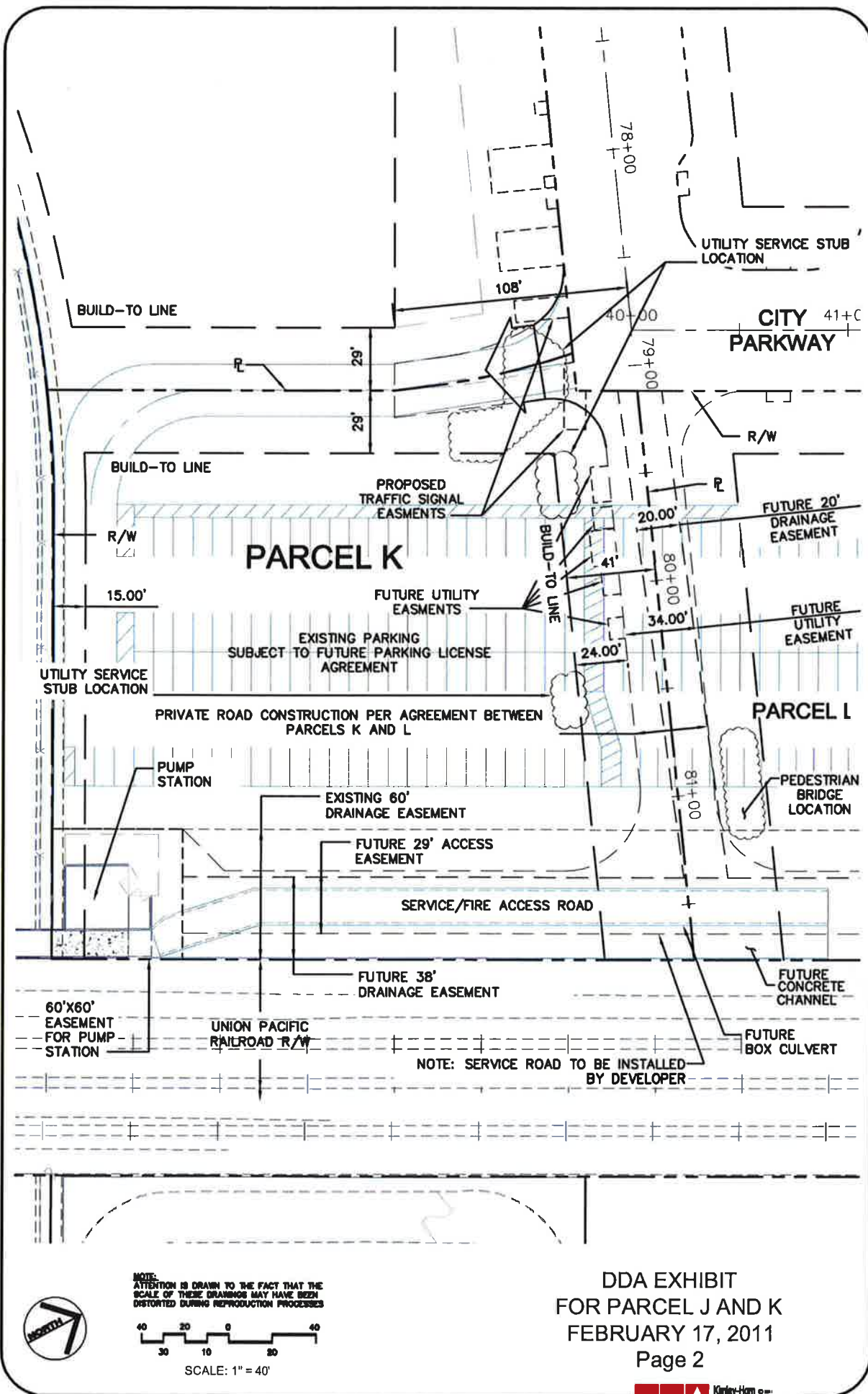
- Physician integration and recruitment activities in general
- Las Vegas regional healthcare market conditions and trends
- General status of reimbursement and negotiations with payers
- Potential collaborations, acquisitions and affiliations in Nevada
- Update on Lou Ruvo Center for Brain Health (LRCBH) activity
- Update on events at the LRCBH Activity Center
- Development of Cleveland Clinic Institutes
- Impact of healthcare reform on CC Nevada
- CC State of the Clinic summary

EXHIBIT O

Disposition and Development Agreement

Cleveland Clinic Foundation





Explanation of Drainage Easement, Pump Station, Private Road (West Clark), and Private Access Roadway for Parcels J and K

In the southeast corner of Parcel K, the City of Las Vegas owns an existing Storm Water Pump Station. The Pump Station's main function is to divert storm water that collects in the Bonneville underpass into a drainage system that is situated along the easterly boundary of Symphony Park adjacent to the Union Pacific railroad tracks. The drainage system and the pump station currently reside within an easement that is sixty (60) feet wide (east to west) and runs the entire length of Symphony Park (north to south).

With construction of Phase 2A of the Symphony Park infrastructure, which is scheduled for 2011, the drainage system will be converted from a surface-based drainage channel to a reinforced concrete box culvert within Parcel K. Because of this conversion, the width of the drainage easement will be reduced where the reinforced concrete box culvert is installed.

The portion of the easement at the Pump Station will continue to be sixty (60) feet wide but will be shortened to sixty (60) feet long. Beyond the Pump Station, all the way to the end of the reinforced concrete box culvert, the drainage easement will be reduced to thirty-eight (38) feet with the exception of a minimal angular easement from the thirty-eight foot easement to the sixty foot easement to allow for vehicular access along the entire frontage of the pump station (please refer to the exhibit for further clarification). In addition, the easement will provide for twenty (20) feet of clear vertical access air rights over the easement for pump station maintenance.

The City is intending to upgrade the pump station and increase its footprint but remain within the easement. The access to the Pump Station will be by gate on the Pump Station's north side.

Per the Symphony Park Improvement Plans, the developer of Parcel K is required to construct a service/fire access roadway along the easterly boundary of the property. This roadway will be partially constructed over the top of the concrete box culvert and shall allow for unobstructed vehicular access from the private portion of West Clark Avenue to the entire frontage along the northern portion of the Pump Station. The developer will be obligated to provide a future access easement to allow for such access.

In addition to the service/fire access roadway, and also on the Symphony Park Improvement Plans, the developer of Parcel K will be responsible for construction of the portion of the private extension of West Clark Avenue that is within the deeded property lines. The north property line of Parcel K is the centerline of the private portion of W. Clark Avenue which separates Parcel K and Parcel L. Per a separate Private Roadway Agreement between the owner's of Parcel L and the Parcel K, the Developer is to construct its portion of W. Clark Avenue; the private street having an ultimate width of thirty-four (34) feet (2 lanes of traffic and one-side parking) and the service / fire access road. The City Fire Department may require the access road to also incorporate a fire department turnaround. Maintenance of all private roads is the responsibility of the property ownership.

In addition to the aforementioned easements and roadway agreements, there are other utility locations on parcels J and K shown on a separate exhibit. Utility easements shall be recorded by the current Landowner prior to transfer of title to Developer.

**Explanation of Drainage Easement, Pump Station, Private Road (West Clark),
and Private Access Roadway for Parcels J and K, Page 2**

Also, the developer shall be subject to a "Shared Parking Declaration" that opens up a certain percentage of available spaces within the parcels for after hours parking. This declaration shall be attached as an exhibit to the DDA.