

City of Las Vegas

SPECIAL JOINT CITY COUNCIL AND REDEVELOPMENT AGENCY MEETING AGENDA COUNCIL CHAMBERS

**400 STEWART AVENUE, LAS VEGAS NEVADA 89101 - Phone 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov**

DECEMBER 2, 2009

9:00 AM

(Following Morning Session of the City Council Meeting)

All items on this agenda are scheduled for action unless specifically noted otherwise.

Duplicate CD/DVD's may be available at a cost of \$5.00 per CD/DVD through the City Clerk's office.

NOTE: Cellular phones are to be turned off during the Special Joint City Council and Redevelopment Agency Meeting.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THIS SPECIAL COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov. THE PROCEEDINGS WILL BE REBROADCAST THURSDAY AT 12:00 P.M. ON FRIDAY AT 4:00 P.M., SATURDAY AT 5:00 A.M. AND THE FOLLOWING SUNDAY AT 10:00 P.M.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. R-83-2009 - Discussion and possible action regarding a City of Las Vegas Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) regarding the Owner Participation Agreement between the RDA and LiveWork, LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC, for the future development of The Block Project, a mixed-use office and retail complex of buildings on a 5-block assemblage between Lewis and Garces Avenues and Main Street and Casino Center Boulevard - Ward 3 (Reese) [NOTE: This is related to Item 4 (RA-19-2009)]
4. RA-19-2009 - Discussion and possible action regarding a Redevelopment Agency Resolution finding that the project known as The Block Project, subject to an Owner Participation Agreement between the City of Las Vegas Redevelopment Agency (RDA) and LiveWork, LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC, located on a 5-block assemblage between Lewis and Garces Avenues and Main Street and Casino Center Boulevard, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the Chairman of the RDA to execute the Agreement - Ward 3 (Reese) [NOTE: This is related to Item 3 (R-83-2009)]
5. Discussion and possible action regarding a City of Las Vegas Interlocal Agreement between the City of Las Vegas Redevelopment Agency (RDA) and the City of Las Vegas, Nevada, as it relates to the RDA's intent to pay a portion of the debt on the new city hall, if and when those funds are available - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) [NOTE: This is related to Item 6]
6. Discussion and possible action regarding a Redevelopment Agency Interlocal Agreement between the City of Las Vegas Redevelopment Agency (RDA) and the City of Las Vegas, Nevada, as it relates to the RDA's intent to pay a portion of the debt on the new city hall, if and when those funds are available - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) [NOTE: This is related to Item 5]

City of Las Vegas

7. R-84-2009 - Discussion and possible action regarding a City of Las Vegas Resolution finding that the proposed real estate exchange by and between City Parkway IV A, Inc., and PQ Las Vegas, LLC, for a parcel located in the area bounded by Main Street, First Street, Lewis Avenue and Clark Avenue for the parcel known as P/Q in Symphony Park is in the best interests of the public - Wards 3 and 5 (Reese and Barlow) [NOTE: This is related to Item 8 (R-85-2009)]
8. R-85-2009 - Discussion and possible action on a City of Las Vegas Resolution regarding the execution and delivery of the Joint Approval Certificate, Exchange and Parcel PQ Development Agreement and related agreements concerning the city hall project and parcel PQ project; approving the execution and delivery of related agreements and documents by City Parkway IV A, Inc., City Parkway V, Inc., and Office District Parking I, Inc.; ratifying actions previously taken and pertaining to the foregoing by the city, its officers and employees and providing for other matters relating thereto (\$100,000 – City Parkway IV A, Inc.) - Wards 3 and 5 (Reese and Barlow) [NOTE: This is related to Item 7 (R-84-2009)]
9. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL AND REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL AND REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED
10. COUNCIL/AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL/REDEVELOPMENT AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL/REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION
11. ADJOURNMENT

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

SUBJECT:
CALL TO ORDER



**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

DEPARTMENT: CITY MANAGER

DIRECTOR: ELIZABETH N. FRETWELL

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-83-2009 - Discussion and possible action regarding a City of Las Vegas Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) regarding the Owner Participation Agreement between the RDA and LiveWork, LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC, for the future development of The Block Project, a mixed-use office and retail complex of buildings on a 5-block assemblage between Lewis and Garces Avenues and Main Street and Casino Center Boulevard - Ward 3 (Reese) [NOTE: This is related to Item 4 (RA-19-2009)]

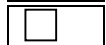
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Forest City approached the City of Las Vegas Redevelopment Agency (RDA) to discuss and negotiate an Owner Participation Agreement for the RDA to provide tax increment financing on the project known as The Block Project. The tax increment financing would be used for public improvements related to the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo (APN List)
2. Resolution No. R-83-2009
3. Site Map



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 2, 2009

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT KNOWN AS THE BLOCK PROJECT, SUBJECT TO AN OWNER PARTICIPATION AGREEMENT BETWEEN THE RDA AND LIVEWORK, LLC, FC VEGAS 20, LLC, AND FC VEGAS 39, LLC FOR THE 5-BLOCK ASSEMBLAGE LOCATED BETWEEN LEWIS AND GARCES AVENUES AND MAIN STREET AND CASINO CENTER BOULEVARD

The Block Project APN List:

Block E:

139-34-210-007	139-34-210-011	139-34-210-020
139-34-210-008	139-34-210-012	139-34-210-021
139-34-210-009	139-34-210-013	139-34-210-022
139-34-210-010	139-34-210-019	139-34-210-023

Block C:

139-34-210-014	139-34-311-017	139-34-210-017
139-34-210-015	139-34-311-018	139-34-210-018
139-34-311-001	139-34-311-019	
139-34-311-002	139-34-311-020	
139-34-311-003	139-34-311-021	
139-34-311-007	139-34-311-022	

Block A:

139-34-311-009	139-34-311-014
139-34-311-008	139-34-311-013
139-34-311-010	139-34-311-012
139-34-311-016	139-34-311-011
139-34-311-015	

Block D:

139-34-311-023	139-34-311-028	139-34-311-049
139-34-311-024	139-34-311-029	
139-34-311-025	139-34-311-030	
139-34-311-026	139-34-311-031	
139-34-311-027	139-34-302-009	

Block B:

139-34-301-008

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WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, November 4, 1996, by Ordinance 4036, and December 17, 2003 by Ordinance 5652; and May 17, 2006 by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, **LIVEWORK LAS VEGAS, LLC, FC VEGAS 20, LLC, AND FC VEGAS 39, LLC** (the “Participant”) is the developer of that five block assemblage between Lewis Avenue and Garces Avenue and between Main Street and Casino Center Boulevard (the “Site”); and

WHEREAS, the Participant proposes to develop on the Site a major mixed-use development with office and retail elements; and

1 WHEREAS, the Participant has requested tax increment financing from the
2 Agency to potentially cover a portion of the infrastructure and public improvement cost on the
3 Site; and
4

5 WHEREAS, the Agency has submitted to the City Council of the City of Las
6 Vegas the "Analysis of the Public Purpose and Benefits of The Block Project" ("RDA Report")
7 which makes certain findings to support determinations that (a) the buildings, facilities,
8 structures or other improvements are of benefit to the Redevelopment Area; and (b) there are
9 no other reasonable means of financing those buildings, facilities, structures or other
10 improvements available.
11

12 WHEREAS, the City Council of the City of Las Vegas has considered the
13 Agency findings in the RDA Report and other related materials referenced therein that the
14 development of The Block Project which proposes buildings, facilities, structures and other
15 improvements to be located at the Site are of benefit to the Redevelopment Area or the
16 immediate neighborhood in which the Redevelopment Area is located; and
17

18 WHEREAS, the City Council of the City of Las Vegas has considered the
19 Agency findings in the RDA Report and other related materials referenced therein that no other
20 reasonable means of financing the building, facilities or structures or other improvements on
21 the Site are available; and
22

23 WHEREAS, the City Council of the City of Las Vegas has considered the
24 undertakings of the Agency in connection with the Owner Participation Agreement (the
25 "Agreement"), which provides for the rebate of a certain percentage of the Agency's Available
26 Accrued Taxes for acquisition of land, infrastructure costs and certain improvements related to
27 The Block Project to be located on the Site, all as more fully set forth in the Agreement.
28

1 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
2 the City of Las Vegas hereby finds and determines that the development of building, facilities,
3 structures and other improvements on the Site are of benefit to the Redevelopment Area or the
4 immediate neighborhood in which the Redevelopment Area is located; and
5

6 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
7 finds and determines there are no other reasonable means of financing those building, facilities,
8 structural or other improvements on the Site; and
9

10 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
11 consents to the undertakings of the Agency in connection with the Agreement with LiveWork,
12 LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC for The Block Project concerning the
13 development on the Site.
14

15 THE FOREGOING RESOLUTION was passed, adopted and approved this
16 _____ day of _____, 2009.

17 CITY OF LAS VEGAS
18

19 By _____
20 OSCAR B. GOODMAN, Mayor

21 ATTEST:
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23 _____
BEVERLY K. BRIDGES, MMC

24 APPROVED AS TO FORM:

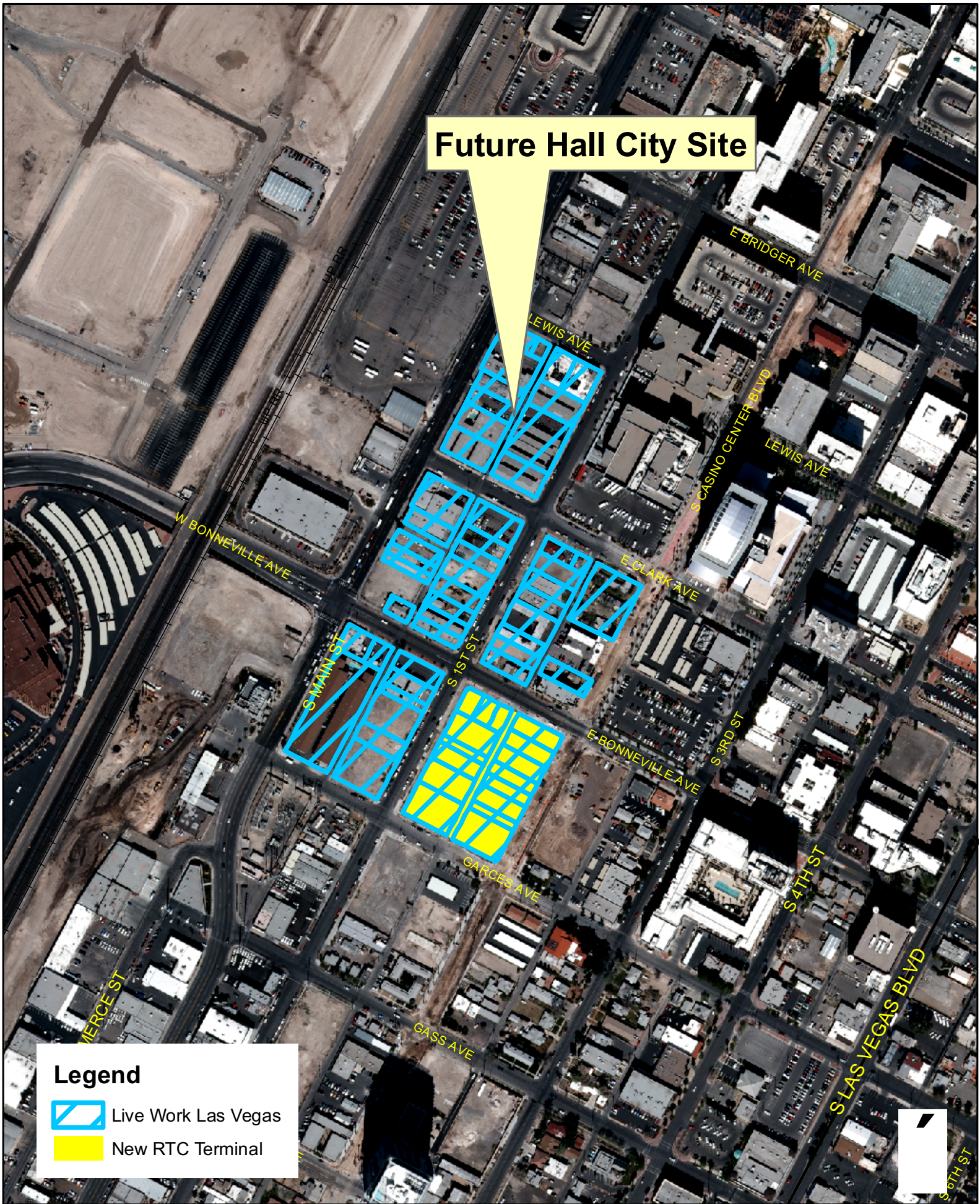
25 J. Ponticello 11/08/09
26 Date
27
28

Site Map

Future Hall City Site

Legend

-  Live Work Las Vegas
-  New RTC Terminal



AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

SUBJECT:

RESOLUTIONS:

RA-19-2009 - Discussion and possible action regarding a Resolution finding that the project known as The Block Project, subject to an Owner Participation Agreement between the City of Las Vegas Redevelopment Agency (RDA) and LiveWork, LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC, located on a 5-block assemblage between Lewis and Garces Avenues and Main Street and Casino Center Boulevard, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan and authorizing the Chairman of the RDA to execute the Agreement - Ward 3 (Reese) [NOTE: This is related to Item 3 (R-83-2009)]

Fiscal Impact

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No Impact

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Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Forest City approached the City of Las Vegas Redevelopment Agency (RDA) to discuss and negotiate an Owner Participation Agreement for the RDA to provide tax increment financing on the project known as The Block Project. The tax increment financing would be used for public improvements related to the project.

RECOMMENDATION:

Approval of the Resolution, and authorize the Chairman of the RDA to execute all related documents.

BACKUP DOCUMENTATION:

1. Agenda Memo (APN List)
2. Resolution No. RA-83-2009
3. Owner Participation Agreement
4. Tax Increment Financing Application Summary
5. Public Purpose Impact Analysis
6. Site Map

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: DECEMBER 2, 2009

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION:

DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT KNOWN AS THE BLOCK PROJECT, SUBJECT TO AN OWNER PARTICIPATION AGREEMENT BETWEEN THE RDA AND LIVEWORK, LLC, FC VEGAS 20, LLC, AND FC VEGAS 39, LLC FOR THE 5-BLOCK ASSEMBLAGE LOCATED BETWEEN LEWIS AND GARCES AVENUES AND MAIN STREET AND CASINO CENTER BOULEVARD

The Block Project APN List:

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139-34-210-010	139-34-210-019	139-34-210-023

Block C:

139-34-210-014	139-34-311-017	139-34-210-017
139-34-210-015	139-34-311-018	139-34-210-018
139-34-311-001	139-34-311-019	
139-34-311-002	139-34-311-020	
139-34-311-003	139-34-311-021	
139-34-311-007	139-34-311-022	

Block A:

139-34-311-009	139-34-311-014
139-34-311-008	139-34-311-013
139-34-311-010	139-34-311-012
139-34-311-016	139-34-311-011
139-34-311-015	

Block D:

139-34-311-023	139-34-311-028	139-34-311-049
139-34-311-024	139-34-311-029	
139-34-311-025	139-34-311-030	
139-34-311-026	139-34-311-031	
139-34-311-027	139-34-302-009	

Block B:

139-34-301-008

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1 Redevelopment Area and that there are no other reasonable means of financing THE BLOCK
2 PROJECT; and

3 WHEREAS, the RDA Report further documents that THE BLOCK PROJECT
4 meets the goals and objectives of the Redevelopment Plan;
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6 WHEREAS, the Governing Body of the Agency has determined that the OPA
7 which provides for the contribution of funds through a rebate of a certain percentage of the
8 Agency's Available Accrued Taxes to Participant for the acquisition of land and construction
9 of certain improvements related to the proposed Block Project on the Five Block Plan, all as
10 more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and
11 objectives of the Redevelopment Plan; and
12

13 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
14 the Agency that the OPA is hereby approved and determined to be in compliance with and in
15 furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson of the
16 Governing Board of the Agency is hereby authorized and directed to execute the OPA for and
17 on behalf of the Agency, and to execute any and all additional documents (including any
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1 Attachments to the OPA) and to perform any additional acts necessary to carry out the intent
2 and purpose of the OPA.

3 THE FOREGOING RESOLUTION was passed, adopted and approved this
4
5 ____ day of ____, 2009.

6 CITY OF LAS VEGAS
7 REDEVELOPMENT AGENCY

8
9 By: _____
10 OSCAR B. GOODMAN, Chairperson

11 ATTEST:

12
13 _____
14 BEVERLY K. BRIDGES, MMC

15 APPROVED AS TO FORM:

16 *J. Ponticello* 11/18/09
17 Date

OWNER PARTICIPATION AGREEMENT
BETWEEN AND AMONG
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY
AND
LIVEWORK, LLC, FC VEGAS 20, LLC, AND FC VEGAS 39, LLC

DATED

December 2, 2009

THIS OWNER PARTICIPATION AGREEMENT ("Agreement") is entered into as of December 2, 2009 ("Effective Date") by and between the **City of Las Vegas Redevelopment Agency** (the "Agency") and **LiveWork, LLC**, a Delaware limited liability company ("LiveWork"), **FC Vegas 20, LLC**, a Nevada limited liability company ("FC Vegas 20") and **FC Vegas 39, LLC**, a New York limited liability company ("FC Vegas 39") and together with FC Vegas 20 and LiveWork, the "Developer").

[§100] SUBJECT OF AGREEMENT

[§101] Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan (defined in Section 102 below) for the Redevelopment Area by providing for the redevelopment of the Site (defined in Section 104 below) which is included within the boundaries of the Redevelopment Area.

The redevelopment of the Site (defined in Section 104 below) pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City") and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

This Agreement has been negotiated and prepared as a result of the Tax Increment Financing Application dated May 29, 2009 submitted by Developer to the Agency, together with all supplements thereto (collectively the "Application"), which requested that the Agency reimburse to Developer a portion of the incremental increase in property taxes generated by the Site and the Project (defined in Section 109 below). This Agreement sets forth certain terms and conditions pursuant to which the Agency would be willing to reimburse to Developer a portion of the incremental increase in property taxes generated by the Site as redeveloped. In addition, this Agreement sets forth certain terms and conditions pursuant to which the Agency shall undertake certain obligations with respect to the Project.

[§102] The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City by Ordinance No. 3218, as amended (the "Redevelopment Plan"). The Redevelopment Plan, as it now exists and as it may be subsequently amended pursuant to Section 701, is incorporated herein by reference and made a part hereof as though fully set forth herein.

[§103] The Redevelopment Area

The Redevelopment Area is located in the City, and the exact boundaries thereof are specifically described in the Redevelopment Plan and in a document recorded March 11, 1986, as Instrument No. 00777, Book 860311, and amended in the document recorded February 11,

1988, Instrument No. 00382, Book 880211, and further amended in the document recorded November 22, 1996, as Instrument No. 00847, Book 961122, and further amended in the document recorded June 8, 2004, as Instrument No. 20040608, Book 0004235, and further amended in the document recorded on June 6, 2006, as Instrument No. 20060602, Book 0001395, in the Office of County Recorder of Clark County, which documents are incorporated herein by reference and made a part hereof as though fully set forth herein (the "Redevelopment Area").

[§104] **The Site**

Developer holds fee title to certain real property (the "Site") consisting of approximately 12 acres and comprising approximately 5 blocks within the Redevelopment Area. The 5 blocks are referred to herein as "Block A", "Block B", "Block C", "Block D" and "Block E" and are shown on the Site Map attached hereto as Attachment "A". The Site is more particularly described in Attachment "B" attached hereto. If Developer acquires additional property within "Block A", "Block B", "Block C", "Block D" and/or "Block E", Developer and Agency will amend this Agreement to add such property to the Site and include such property under this Agreement.

[§105] **The Agency**

The Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382 *et seq.*). The office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. "Agency", as used in this Agreement, means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

[§106] **Intentionally Omitted**

[§107] **Developer**

Developer is, collectively, LiveWork, FC Vegas 20 and FC Vegas 39. The Manager of LiveWork is LiveWork Manager, LLC, a Delaware limited liability company. The Manager of FC Vegas 20 is Canton Centre Mall Limited Partnership, an Ohio limited partnership. The Manager of FC Vegas 39 is Rolling Acres Properties Co., an Ohio limited partnership. LiveWork's principal address is c/o Mitchell Holdings, 41 E. 60th Street, 6th Floor, New York, NY 10022. The principal address of FC Vegas 20 and FC Vegas 39 is c/o Forest City Development California, Inc., 949 S. Hope Street, Suite 200, Los Angeles, CA 90015.

The qualifications and identity of Developer and of its members are of particular concern to the Agency, and it is because of such qualifications and identity that the Agency has entered into this Agreement with Developer. Except as specifically set forth herein, Developer shall not assign all or any part of this Agreement without the prior written approval of the Agency, which approval shall not be unreasonably withheld. It shall not be unreasonable for the Agency to

withhold its approval of a proposed assignee if such assignee: (1) does not have experience in developing projects of similar size and character; or (2) does not have the financial strength and resources sufficient to undertake and complete the proposed Project; or (3) does not have a reputation in the community for integrity and reliability. No assignment of this Agreement shall be permitted if at the time of the proposed assignment Developer is in default of this Agreement. Any assignment shall not be effective until the proposed assignee delivers to the Agency an assumption of this Agreement in a form approved by the Agency, which approval shall not be unreasonably withheld. This paragraph is not intended to prohibit or restrict Developer from selling additional equity interests to additional investors and shall not be so interpreted so long as Forest City Enterprises, Inc. continues to own, directly or indirectly, a majority interest in FC Vegas 20 and FC Vegas 39.

Developer and the Agency acknowledge that Developer may designate certain Affiliates of Developer for the purpose of developing Phases (as defined in Section 109 below), and may cause certain rights and obligations of Developer under this Agreement to be assumed and/or carried out by such Affiliates. "Affiliate" means, with respect to Developer, any other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, Developer. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the legal right to direct the voting of, more than 50% of the voting interests in a person or the governing body of such person.

Developer shall request in writing and obtain the advance approval of the Agency concerning any proposed assignment. If the Agency fails to respond to such request for approval within 15 calendar days after the date of the request, then the Agency shall be deemed to have approved the proposed assignment. Notwithstanding the foregoing, the following shall be permitted assignments or transfers of this Agreement and shall not require the Agency's approval hereunder:

- (a) A transfer to any Affiliate of Developer;
- (b) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust; or
- (c) If Developer undergoes an indirect change in control (i.e., a change in ownership or control solely of the majority owner or the parent company/entity of Developer).

Wherever the term "Developer" is used herein, such term shall include any permitted assignee of Developer under this Agreement. In the event of a permitted assignment or transfer under this Section, Developer shall provide written notice to Agency and shall provide Agency with a disclosure of principals containing the information described in Section 108 below with respect to such assignee. In connection with the proposed development of Block E, the Parties acknowledge that Developer contemplates transferring Block E to PQ Las Vegas, LLC., a Delaware limited liability company ("PQ Las Vegas"), an Affiliate of Developer, and may cause

certain rights and obligations of Developer under this Agreement to be assumed and/or carried out by PQ Las Vegas.

[§108] **Disclosure of Principals**

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Attachment "C", all members of the Developer holding more than a one percent (1%) ownership interest in the Developer. Throughout the term hereof, Developer shall notify Agency in writing of any material change in the above disclosure within 30 days of any such change.

[§109] **The Project**

Subject to all the provisions of this Agreement and the City of Las Vegas Downtown Centennial Plan as adopted by the City Council on July 5, 2000, and as both may be amended thereafter, the improvements intended to be constructed on the Site subject to this Agreement (the "Project") are contemplated to consist of a complex of buildings (including core and shell, but excluding interior finish and tenant improvements) which will contain approximately 1,000,000 square feet of office and ancillary retail space, as described in the Scope of Development attached hereto as Attachment H, and which may contain the following characteristics:

- a) Up to 1 million square feet of Class A office space in a series of office towers over several phases;
- b) Up to 300,000 square feet of retail space in several phases;
- c) Up to 3,800 parking spaces;
- d) The overall Project site plan will call for a pedestrian-friendly promenade along First Street which will facilitate easy access within the Project and promote connectivity, urban vitality and sustainability.

The Project will be built in multiple phases over a period of time (each a "Phase"). Phase 1 of the Project ("Phase I") shall comprise no less than 250,000 gross square feet of space for office and ancillary uses. The ultimate size and timing of future Phases will be driven by market demand. This Agreement applies to Phase I and future Phases. For the avoidance of doubt, the Project includes the core and shell of such buildings, but does not include interior finishes or tenant improvements within such buildings.

Developer acknowledges and agrees (i) that nothing in this Agreement operates as a development approval, permit or entitlement for the development and construction of the Project and (ii) that Developer will be required to obtain all reviews, approvals and permits required for the development and construction of the Project.

[§110] **Construction of Project**

Developer agrees to commence construction of the Project as provided in Section 206 below.

[§111] **Site Preparation**

In connection with the Phased development of the Project, Developer will prepare portions of the Site for construction and development as Developer deems necessary.

[§112] **Miscellaneous Developer Obligations**

a. **Financial Ability.** Each time that Developer files with the Agency a Certificate of Qualified Expenditures pursuant to §117(a) of this Agreement, Developer shall include a representation and warranty that Developer is solvent and is in sound financial condition.

b. **Employment Plan.** In accordance with the Agency's employment plan policy, with respect to the Project, Developer shall prepare an employment plan, as required by NRS 279.482(2), which is attached to this Agreement as Attachment "D"

[§113] **Developer Notes**

a. Subject to the satisfaction of the conditions contained in Section 114 below, the Agency agrees to issue to Developer one or more Special Limited Obligation Tax Increment Revenue Developer Notes (collectively the "Notes" and individually, "Note") to reimburse hard and soft costs to construct and develop Qualified Improvements (as defined in Section 115 below) for a Phase. The Notes shall be substantially in the form of Attachment "E". The principal amount of each Note issued in connection with a Phase shall equal the total amount of Qualifying Expenditures (hereinafter defined) for such Phase. The Developer shall file with the Agency a certification of the Qualifying Expenditures expended to construct and develop Qualified Improvements for a designated Phase, as of the date of the certificate. The Agency agrees to issue the Note for a Phase within sixty (60) days after the later of (i) Developer has complied with the conditions of paragraph (a) of Section 114, including the delivery of a completed certificate of Qualifying Expenditures and (ii) the date the Agency has made its determinations under paragraph (b) of Section 114, provided, however, that Notes shall only be issued between March 15 and June 30 of each year.

b. The Note(s) shall have a term commencing on the date of issuance and maturing the earlier of (i) 20 years after issuance, and (ii) March 5, 2031, the expiration of the current term of the Agency. If within 10 years of the Effective Date the Project improvements contain 730,000 or more square feet of office and ancillary retail space, then the Phase which reaches or exceeds such 730,000 square foot threshold and each subsequent Phase shall be issued Note(s) that have a term commencing on the date of issuance and maturing the earlier of 20 years after issuance and the expiration of the term of the Agency (presently scheduled to expire March

5, 2031), as such term may be extended or renewed. The maturity date ("Maturity Date") for each Note shall be determined in accordance with this Section 113(b).

c. The Note(s) shall bear interest thereunder at an annual rate equal to 7.5%. The principal amount of the Note(s) shall be amortized over the term of the Note(s) and shall be payable in equal annual installments commencing on the anniversary date of the issuance of the Note(s) which falls immediately after the taxing authorities have collected Available Accrued Taxes (as defined below) and on the same date each year thereafter. Accrued unpaid interest shall be paid with each installment of principal. All payments shall first be applied to accrued unpaid interest and then to principal. The Agency and Developer agree that the interest payable under the Note(s) is not intended to be exempt from federal income taxation.

d. The Agency Share of Real Estate Taxes equals the Real Estate Taxes (defined herein) paid from time to time in connection with a Phase, including land and improvements, minus each of the following: (i) the portion of taxes paid (currently 18% of taxes received by the Agency under NRS 279.676 with respect to such Phase) which is required to be used providing low income housing pursuant to NRS 279.685, (ii) the Real Estate Taxes paid based on the then current tax rate applied against the fiscal year 2009-2010 assessed value of the property on which such Phase is located, including land and improvements, if any, and (iii) any portion of the Real Estate Taxes paid with respect to such Phase which is not transferred to the Agency for its use for general Agency purposes under NRS 279.676, including the following if not already excluded from Real Estate Taxes under the definition thereof: (a) the Real Estate Taxes paid with respect to such Phase that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(c), and (b) the Real Estate Taxes paid with respect to such Phase that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(d). "Real Estate Taxes" means the portion of the ad valorem property taxes paid in connection with a Phase which is distributed to the Agency for such Phase, as shown in the "Net Tax" column of the "Distribution of Tax Dollars by Taxing Entity" table in the Clark County property tax bills prepared and forwarded by the Clark County Treasurer for each parcel in such Phase that is assessed an ad valorem property tax, and shall not include any other taxes or assessments against such Phase. If any of the following:

(i) abatements of property taxes, partial or complete exemptions from property taxes, or other reductions in property taxes with respect to such parcel for any reason, including, without limitation, abatements, exemptions or reductions under Chapters 274, 361 and 701A of NRS (or any future replacements of or supplements to those provisions);

(ii) reductions of property taxes as a result of changes in assessed value for any reason, including, without limitation, actions as a result of an appeal the County Assessor's determination of assessed value;

(iii) delinquencies in the payment of property taxes or failures to pay property taxes for any reason, including, without limitation, disputes about the amount due; or

(iv) other events or actions (except a change in the format or contents of the Clark County property tax bills)

result in a reduction in the amount of property taxes distributed to the Agency for any parcel of property in a Phase that is not reflected in the amount shown as being distributed to the Agency in the "Net Tax" column of the "Distribution of Tax Dollars by Taxing Entity" in the Clark County property tax bill for that parcel described above, the amount of that reduction in the amount distributed to the Agency shall be deducted from the amount so shown in the "Net Tax" column in determining the amount of "Real Estate Taxes" under this subsection. It shall be the responsibility of the Developer to provide the Agency with a copy of each Clark County property tax bill for each parcel included in a Phase; payments on a Note on a principal and interest payment date for that Note will not take into account any the Agency Share of Real Estate Taxes on a parcel in a Phase if the Clark County property tax bill for that parcel is not provided to the Agency at least 60 days prior to the applicable principal and interest payment date. If the format or contents of Clark County property tax bills is changed from its current format or content and that change would cause a different amount to be treated as the "Agency Share of Real Estate Taxes", the parties agree to negotiate in good faith for a replacement for the "Net Tax" column amount described in this subsection (which may include a negotiation of a new definition of "Real Estate Taxes"), so as to preserve for both parties hereto the same allocation of property taxes collected on any Phase as would have existed exist without the change in the format or content of the Clark County property tax bills. "Available Accrued Taxes" shall mean the product of the Agency Share of Real Estate Taxes multiplied by the percentage determined as set forth in Section 113(e) and Section 206 below.

e. Subject to Section 206 in connection with Phase I only, for each completed Phase that equals or exceeds 120,000 square feet of office and ancillary retail space ("Space Incentive"), the Agency Share shall be multiplied by 100% for the calculation of Available Accrued Taxes used to pay the applicable Note for such Phase. For each completed Phase that is less than the Space Incentive, the Agency Share shall be multiplied by 50% for the calculation of Available Accrued Taxes used to pay the applicable Note for such Phase.

f. Payment of the Notes will be payable only from Available Accrued Taxes. On the Maturity Date all unpaid principal and accrued interest shall be abated to the extent that on such date there are not sufficient Available Accrued Taxes to pay such sums, and the Agency shall be discharged of its obligation to pay the same. In the event by any installment payment date the Agency has not accrued sufficient Available Accrued Taxes to pay the full principal and interest installment payment due under any Note, then the Agency shall make a partial payment equal to then Available Accrued Taxes to the Developer, and any deficit shall be accrued and payable together with interest and the next installment payment at the next anniversary.

g. The principal and interest due and payable on the Notes: (i) do not constitute an indebtedness of the Agency other than from the Available Accrued Taxes, (ii) are not payable from, nor are they a charge upon, any funds of the Agency other than the Available Accrued Taxes, (iii) are not backed by the full faith and credit of the Agency, and (iv) are not secured by a pledge of the taxing power of the Agency for the payment of the Notes other than to the extent of Available Accrued Taxes. Developer agrees that (A) the only obligation of the Agency in connection with the Notes is to pay Available Accrued Taxes on the terms and conditions set

forth in this Agreement, and (B) in the event Available Accrued Taxes are not sufficient to pay any installments of principal or interest when due under the Notes or the principal balance and interest remaining unpaid at the Maturity Date of a Note, neither the Agency, the City nor any agency thereof shall be liable for any amounts unpaid under the Note.

h. Agency and Developer hereby agree that the Developer may submit written recommendations for changes and amendments to this Agreement that may be needed to accomplish the purposes of this Agreement. By way of example, and not limitation, if the subordination to future Agency debt contained in paragraph (b) of Section 119 hereof is causing a financial hardship to the Project, the Developer may make recommendations to ameliorate such hardships. Developer agrees, however, that Agency may reject any such recommendations at the Agency's sole and unfettered discretion.

[§114] Conditions Precedent to Issuance of Special Limited Obligation Tax Increment Revenue Developer Notes

a. Special Limited Obligation Tax Increment Revenue Developer Notes shall be issued in each Phase upon the satisfaction of the following conditions: (i) the Agency has determined that the improvement plans for such Phase are in compliance with this Agreement, including, without, limitation, Sections 203 and 204, and (ii) the City has approved the improvement plans for such Phase. In addition, prior to the issuance of any Notes for a Phase, the Developer shall submit to the Agency (A) a written certification in a form reasonably acceptable to the Agency by which the Developer certifies the Qualifying Expenditures for the Phase, (B) such supportive evidence and documentation reasonably required by the Agency establishing that the Qualifying Expenditures were in fact incurred, and (C) a completed Certificate of Completion for the Phase substantially in the form of Attachment "F", as required by Section 213. Such evidence and documentation may include an affidavit of an authorized representative of the Developer, accompanied by receipts for paid invoices and/or cancelled checks.

b. Notwithstanding anything to the contrary herein, (i) the aggregate amount of principal and interest payable under any Notes issued for each Phase shall not exceed the Agency's reasonable estimate of the present value (using the interest rate and term of such Notes) of Projected Available Accrued Taxes (as defined below) for such Phase and (ii) payments of principal and interest on the Notes shall be scheduled to be made at such time as the Agency estimates Available Accrued Taxes will have been received in a sufficient amount to make such payments. Projected Available Accrued Taxes for each Phase shall be the Available Accrued Taxes projected to be derived from such Phase over the term of the Notes issued for such Phase. In calculating Projected Available Accrued Taxes for each Phase, reasonable assumptions shall be used by the Agency as to future increases and decreases to (A) the applicable tax rates, and (B) the assessed value of total development costs for each Phase.

[§115] **Qualified Improvements and Qualifying Expenditures**

As used herein, “Qualified Improvements” include on Site and off Site category A improvements and category B improvements. Category A improvements shall include streets, curbs, gutters, water lines, sanitary sewer lines, storm drainage facilities, ramps, roads, bridges, traffic signals, paving, driveways, sidewalks, mass transit and other public transportation facilities, culverts, manholes, retaining walls, tunnels, approaches, under and overpasses, artificial lighting, off street parking improvements and structures, fencing, landscaping, site work, grading, walkways, signage, flood control improvements, and improvements for the supply, storage and distribution of water. Category B improvements shall include electricity and telecommunications services, utility, and other similar Site development infrastructure costs and any land cost attributable to such improvements, including the value of land, easements or other property rights dedicated for uses benefiting the public.

As used herein, “Qualifying Expenditures” means (i) all hard costs and soft costs of a Phase incurred in constructing Qualified Improvements which costs are standard and customary in connection with the construction of Qualified Improvements, including, without limitation, construction interest, financing costs, architects and engineers fees incurred in connection with the Qualified Improvements, permit and plan check fees or any other governmental agency fees incurred in connection with the Qualified Improvements, and fees and expenses incurred by or charged to the Developer in connection with the issuance of the Notes (including, but not limited to, legal fees), which are paid to third parties unrelated to Developer and (ii) a fee for Developer’s overhead not to exceed ten percent (10%) of such hard and soft costs.

[§116] **Notes Subordinate**

a. Payment of the Notes from Available Accrued Taxes will be subordinate to the repayment of the Agency’s pre-existing debt (“Agency’s Pre-Existing Debt”) which is outstanding at the time a Note is issued, other than Agency debt to the City, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency’s Pre-Existing Debt.

b. Payment of the Notes from Available Accrued Taxes will also be subordinate to the repayment of the Agency’s debt (“Agency’s Future Debt”, which term does not include any Agency debt owed to the City) which is issued hereafter as parity or subordinate Additional Parity Obligations or Subordinate Obligations as defined in and issued in accordance with the Indenture of Trust dated March 15, 2009 pursuant to which the Agency’s Series 2009A Bonds were issued if, and only if, the chief financial officer of the Agency files a certificate prior to any issuance of such Agency’s Future Debt establishing that the reasonably projected aggregate amount of the incremental increase in property taxes to be generated by all property within the Redevelopment Area over the remaining term of the then outstanding Notes, minus the aggregate amount of such incremental taxes to be set aside for low-income housing pursuant to NRS 279.685 and minus the aggregate remaining debt service on all then outstanding Notes equals at least 115% of the reasonably projected debt service on all then outstanding Agency’s Pre-Existing Debt and on all then outstanding as well as the proposed to be issued Agency’s Future

Debt (excluding, however, any such Agency's Pre-Existing Debt or Agency's Future Debt that is not secured by or payable from (in whole or in part) Available Accrued Taxes, and excluding any notes similar to the Notes that are subordinate to Additional Parity Obligations or Subordinate Obligations and that are payable from all or a portion of the ad valorem property taxes received by the Agency with respect to a specific parcel or parcels) in each year in which a Note is to be outstanding.

[§117] **Assignment**

The Notes may not be assigned by Developer to anyone other than those defined as a Developer in Section 107 without the Agency's written consent, which the Agency may in its sole discretion determine to grant or not to grant.

[§118] **Miscellaneous Agency Obligations**

The Agency staff will assist Developer in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site.

[§119] **Acknowledgment of Bond Covenants**

The Agency has issued its "Tax Increment Subordinate Lien Revenue Refunding Bonds (Fremont Street Project), Series 2003A" in aggregate principal amount of \$19,115,000 (the "Series 2003A Bonds"); its "Tax Increment Subordinate Lien Revenue Refunding Bonds (Housing Bonds), Series 2003B" in aggregate principal amount of \$2,395,000 (the "Series 2003B Bonds"); and its "Tax Increment Revenue Refunding Bonds, Series 2009A" in aggregate principal amount of \$85,000,000 (the "Series 2009A Bonds"). The Series 2003A Bonds, Series 2003B Bonds and Series 2009A Bonds are collectively referred to herein as the "Bonds". The Series 2003A Bonds were issued pursuant to the provisions of that certain Indenture of Trust, dated as of June 15, 2003 (the "2003A Indenture") between the Agency and the US Bank National Association, as trustee (the "Trustee"). The Series 2003B Bonds were issued pursuant to the provisions of that certain Indenture of Trust, dated as of June 15, 2003 (the "2003B Indenture") between the Agency and the Trustee. The Series 2009A Bonds were issued pursuant to the provisions of that certain Indenture of Trust, dated as of March 15, 2009 (the "2009A Indenture") between the Agency and the Trustee. The 2003A Indenture, the 2003B Indenture and the 2009A Indenture, are collectively referred to as the "Indentures." The Bonds were issued for the purpose of financing certain undertakings by the Agency in connection with the Redevelopment Project. Under the Indentures, the rights, but not the obligation, of the Agency under this Agreement have been pledged by the Agency to the owners of the Bonds as security for the Bonds. The Developer understands and acknowledges that, under the Indentures, the Trustee, on behalf of the Registered Owners (as defined in the Indentures) shall be entitled to enforce the provisions of this Agreement against the occurrence of any Event of Default as set forth therein.

[§120] **General Representations**

The Agency and the Developer each represent and warrant for itself that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are each a duly executed and binding agreement, instrument and document of the party executing the same.
- b. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which the Developer is subject.

[§200] **DEVELOPMENT OF THE SITE**

[§201] **Scope of Development**

The Site shall be developed as provided in the Scope of Development in Attachment H, as amended from time to time as mutually agreed upon in writing between Developer and the Agency, the Basic Concept Drawings and the Construction Plans, Drawings and Related Documents as set forth in Sections 202 and 203. Developer may amend the Scope of Development provided that any such amendment is approved by the Agency which approval shall not be unreasonably withheld or delayed.

[§202] **Basic Concept Drawings**

Each Phase of the Project shall be developed as generally established in the Basic Concept Drawings and shall be submitted to and reviewed by the Agency for compliance with this Agreement. Any change to approved Basic Concept Drawings shall be submitted to the Agency for approval which approval shall not be unreasonably withheld or delayed.

[§203] **Construction Plans, Drawings and Related Documents**

For each Phase of the Project, upon approval of the Basic Concept Drawings, the Developer shall prepare and submit to the Agency for review to determine compliance with this Agreement: (i) all Site development plan review applications, and (ii) all related zoning, planning and Site development applications to include variances, waivers, and special use permits, with all related plans, drawings, and other required documentation and materials, and subsequent amendments and administrative reviews, and make recommendations thereon, prior to or simultaneous with submission to the City's Planning and Development Department, pursuant to Title 19 of the City of Las Vegas Municipal Code. Such submittal requirements may be updated and revised from time to time. The purpose of such submission and review is to determine compliance with the approved Basic Concept Drawings. At a minimum, three complete sets of the following drawings shall be submitted to the Agency for review:

- a. Site plan demonstrating building arrangement, built space and open space, and pedestrian and vehicular circulation;
- b. Landscape plan demonstrating type, size, quantity and location of all plant materials;
- c. Schematic architectural plans of all floors, including typical floor plans; and
- d. Schematic architectural elevations of all sides of the proposed structures.

It is understood and agreed by the Agency and Developer that such applications will be submitted for each Phase. Each proposed Phase of the Project will require the submittal and approval of Site development plan review applications, and all related zoning, planning and Site development applications, which clearly indicate the relationships between the proposed Phase and existing approved or constructed Phases.

For each Phase, subsequent to Site Development Plan Review and approval by the Planning Commission and City Council but prior to issuance of any building permits, Developer shall submit to the Agency for review to determine compliance with the approved Basic Concept Drawings three sets of the entire construction documents drawing submission as sealed by a licensed architect or engineer and noted to be "100% complete". At a minimum, such submittal shall include the following drawings:

- a. Site Plan showing all on-site and off-site improvements;
- b. Landscape Plan showing the type, size, quantity and location of all plant materials;
- c. Grading Plan;
- d. Utility Plan;
- e. Architectural Plans;
- f. Architectural Sections;
- g. Architectural Elevations;
- h. Structural Plans; and
- i. Mechanical and Electrical Plans.

Said plans, drawings and related documents, as modified from time to time by Developer and as approved by the Agency, are hereinafter referred to as the "Plans and Drawings" and by this reference are incorporated herein as a part of this Agreement. Developer agrees to construct all improvements on the Site in substantial accordance with the Plans and Drawings.

[§204] **Agency Approval of Changes in the Construction Plans and Drawings**

If Developer desires to make any material change to the exterior of a building on the Site shown in the Plans and Drawings, Developer shall submit the proposed change to the Agency for its review to assure compliance with the approved Basic Concept Drawings. The Agency shall notify Developer in writing within sixty (60) calendar days after receipt by the Agency of its approval or rejection thereof. Such proposed change in the Plans and Drawings shall, in any event, be deemed approved by the Agency unless rejected, in whole or in part, by written notice thereof by the Agency to Developer setting forth in detail the reasons therefor, within the said sixty (60) day period.

[§205] **Cost of Construction**

Except as may be agreed to in connection with the matters forth in Article §500 of this Agreement, as between Developer and Agency, the cost of developing the Site and constructing the Project improvements thereon shall be borne by Developer.

[§206] **Construction Schedule**

Developer agrees to start construction of Phase I within the later of (i) 12 months after the start of construction of the city hall facilities on Block E, and (ii) completion of the Vacation (described in Section 500 below) ("Phase I Start Date"). For purposes of this Section, "start construction" and "start of construction" means pouring of the concrete of the first foundation as required for the subject building. In the event of circumstances constituting Unavoidable Delay, the Phase I Start Date shall be extended during the period of such Unavoidable Delay. Developer shall have 2 options to extend the Phase I Start Date for one year each, exercisable by delivery of written notice to Agency on or before 30 days prior to the then scheduled Phase I Start Date.

Developer agrees that if the start of construction of Phase I does not occur on or before the Phase I Start Date (as it may be extended), the Available Accrued Taxes shall be reduced as follows: (x) if the start of construction occurs within one year after the Phase I Start Date, then the Agency Share shall be multiplied by 81.7% for the calculation of Available Accrued Taxes used to pay the Note for Phase I, (y) if the start of construction of Phase I occurs within the 2nd year after the Phase I Start Date, then the Agency Share shall be multiplied by 63.4% for the calculation of Available Accrued Taxes used to pay the Note for Phase I, and (z) if the start of construction of Phase I occurs any time after the end of the 2nd year after the Phase I Start Date, the Agency Share shall be multiplied by 50% for the calculation of Available Accrued Taxes used to pay the Note for Phase I.

The Agency acknowledges and agrees that the ultimate size and timing of future Phases will be driven by market demand. In connection with submission of the Plans and Drawings for a Phase to the Agency, Developer shall also submit a construction schedule for the Phase. The Developer shall begin and complete all construction and development of a Phase within the times

specified, subject to Unavoidable Delay, or such reasonable extension of said dates as may be granted by the Agency or as provided in Section 604 of this Agreement.

[§207] **Insurance and Indemnification**

a. Developer shall obtain and maintain, or cause to be obtained and maintained, during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of One Million and No/100ths Dollars (\$1,000,000.00) per occurrence and in the aggregate, including any self-insured retention or deductible. If such policy is on a "claims made" basis, then such coverage shall be maintained in effect for one (1) year after the issuance of the final Certificate of Completion.

b. Prior to the commencement of any demolition or construction of the Site, Developer shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein.

c. Developer will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within sixty (60) calendar days following the expiration date of said insurance.

d. The Agency, its officers, employees and agents must be expressly scheduled as additional insureds under the insurance coverage required herein if such coverage is commercially reasonable and commercially available.

e. The insurance coverage required herein must provide for a thirty (30)-day written notice to the Agency before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

f. In the event Developer fails to obtain, or maintain the insurance required herein, the Agency shall have the right, in addition to the remedies available under Sections 407, 410 and 411, to pay the premium to reinstate the insurance coverage which Developer has failed to maintain, or to procure substitute insurance coverage, which in either case the Agency shall be entitled to collect the cost thereof from Developer or deduct the same from any sums due Developer under this Agreement.

g. In addition to the insurance requirements of this Section, Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the Agency and its respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, including property of the Agency, which may arise out of or in any manner be connected with the performance of the obligations under this Agreement, excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the Agency, and any of their respective officers, members, consultants, agents and employees.

h. Developer shall also furnish or cause to be furnished evidence satisfactory to the Agency that any contractor with whom it has contracted for performance of the work on the site carries worker's compensation insurance required by law.

i. Such insurance requirements may be satisfied by blanket policies.

[§208] City, Agency, and Other Governmental Permits

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site, Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work. The Agency shall provide reasonable assistance deemed appropriate by the Agency to Developer in securing these permits. Developer hereby agrees and acknowledges that (i) Agency review of any elements of the Project is for the sole purpose of assuring compliance with this Agreement, (ii) that nothing in this Agreement operates as a development approval, permit or entitlement for the development/construction of any Phase of the Project, and (iii) that Developer will be required to obtain all reviews, approvals and permits required for the construction of the Project. The Agency hereby agrees and acknowledges that (A) the Agency's review of any elements of the Project is for the sole purpose of determining compliance with this Agreement, including the determination of compliance with this Agreement for the issuance of the Notes, and (B) Agency approval shall not be required for the design and construction of the Project. The Agency agrees that, except where a different timeframe is set forth herein, (1) any review and action required under this Agreement by the staff of the Agency shall be completed and notice thereof provided to Developer within thirty (30) days after Developer's request under this Agreement for a determination by the staff of the Agency, and (2) in the event the staff of the Agency fails to respond in writing within such thirty (30) day period, Agency staff will be deemed to have responded favorably to Developer's request for review and determination.

[§209] Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the Agency shall have, upon reasonable prior notice to Developer, the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Qualified Improvements. Such representatives of the Agency shall be those who are so identified in writing by the Executive Director of the Agency. The Agency shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

[§210] Prevailing Wage

Developer recognizes that this Agreement will result in the Agency providing financial incentives to Developer in excess of \$100,000. In accordance with NRS §279.500, Developer agrees that the Project is subject to the Prevailing Wage Act, NRS §338.010 through §338.090,

inclusive. Developer agrees to comply with the Prevailing Wage Act and all other provisions of the Nevada Revised Statutes ("NRS") that are applicable to the Project because of the issuance of the Notes.

Developer shall obtain a State of Nevada Public Works Project Number as required by the State Labor Commissioner. Developer shall use the State Labor Commissioner's prevailing rate of per diem wages in the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the Project improvements. Subject to the provisions of applicable law, the Developer agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the Project improvements. Developer will include the substance of the prevailing wages requirement of this Section as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates.

The Developer shall require that the selected contractor keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvement. Such records shall be open to inspection and reproduction by the Agency during normal business hours.

The parties acknowledge and agree that the Project consists of those items defined to be included as Project items pursuant to Section 109 above, but does not include improvements or other items that are not included within the definition of the Project. Developer is not required to comply with the Prevailing Wage Act with respect to items that are not included within the definition of the Project. For the avoidance of doubt, the Project includes the core and shell of the complex of buildings constructed on the Site, but does not include interior finishes or tenant improvements within such buildings.

[§211] **Anti-discrimination During Construction**

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

[§212] **Agency Approval of Operating Covenants, and Reciprocal Easement Agreements**

Upon written request delivered by the Agency to Developer, Developer shall deliver true and correct copies to the Agency of any operating covenants and reciprocal easement agreements that Developer may enter into during construction of the Project. Any review by the Agency shall be for informational purposes only and not for approval by the Agency.

[§213] **Certificate of Completion**

A Certificate of Completion in the form attached hereto as Attachment "G" shall be issued by the Agency for a Phase for which Notes are to be issued after substantial completion of

construction of such Phase and Developer has executed and delivered the Certificate of Completion along with the accompanying documentation required of the Developer by the Certificate of Completion. The Certificate of Completion shall also include the Agreement to be Recorded Affecting Real Property in the form of Attachment "H" both of which shall be recorded in the Office of the County Recorder of Clark County.

The Certificate of Completion for a Phase shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Phase or such portion thereof and of material compliance with the terms hereof. After issuance of the Certificate of Completion for a Phase, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Phase covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by the covenants contained in the Agreement to be Recorded Affecting Real Property in the form of Attachment "H" hereto. Except as otherwise provided herein, after the issuance of the Certificate of Completion for a Phase, neither the Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Phase that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 301 to 304 inclusive, of this Agreement. Specifically, but not by way of limitation, upon issuance of the Certificate of Completion, the prohibition against transfer shall no longer be applicable with respect to the portion of the Site in such Phase, provided, however, that the restrictions on assignment of the Notes set forth in Section 120 shall continue.

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

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

[§300] USE OF THE SITE

[§301] Uses

Developer covenants and agrees for itself, its successors, assigns and every successor in interest that during construction and thereafter for the term of this Agreement, the Site shall be

devoted only to the uses specified in this Agreement, and the Redevelopment Plan, for the periods of time specified in Section 304. The foregoing covenants shall run with the land.

If Developer has constructed one or more Phases of the Project in accordance with this Agreement, and the Agency has issued one or more Notes to reimburse the costs of Qualified Improvements relating to such completed Phases, and Developer determines to use the unimproved portion of the Site for uses other than those specified in this Agreement, the outstanding Notes will not be affected thereby but the following restrictions shall apply. If the proposed uses and scope of development for the balance of the Site are consistent with the Redevelopment Plan, Developer may apply to the Agency for approval of such alternative uses, which approval shall not be unreasonably withheld, delayed or conditioned and, if the Agency approves such alternative uses, this Agreement will be amended consistent with such approval to provide for the issuance of Notes to reimburse the cost of Qualified Improvements relating to such alternative future Phases. In the absence of such approval and amendment of this Agreement, (i) the Agency will not be obligated to issue Notes in connection with any costs of such alternative uses of future Phases of the Project and (ii) such alternative uses will not be subject to the terms of this Agreement.

[§302] **Maintenance**

Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Plans and Drawings in a healthy condition. If at any time Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within thirty (30) days after written notice from the Agency, either the Agency or the City may perform the necessary cleanup or landscape maintenance, and Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenants shall run with the land.

[§303] **Obligation to Refrain from Discrimination**

Developer covenants by and for itself, its successors, assigns and every successor in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

[§304] **Effect and Duration of Covenants**

With respect to each Phase, except as otherwise provided, the covenants contained in this Agreement shall remain in effect with respect to such Phase until expiration of the term of the Notes or any extension of the term of the Notes. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, and any successor in interest to the Site or any part thereof.

The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the Agency without regard to whether the Agency has been, remains or is an owner of any land or interest in the Site, any parcel or subparcel, or in the Redevelopment Area. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

[§400] **DEFAULTS, REMEDIES AND TERMINATION**

[§401] **Event of Default by the Developer**

If, during the existence of this Agreement, Developer:

- a. Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, contrary to the provisions of Section 107;
- b. Fails to proceed with, abandons or substantially suspends, except as permitted by Section 604 below, the construction of the Project required by this Agreement;
- c. Fails, except as permitted by Section 604 below, to meet the deadlines set forth in a construction schedule for a Phase or proceed in a timely manner with the Project required by this Agreement;
- d. Fails to substantially complete the Project as required by this Agreement; or
- e. Fails to perform any other material obligation imposed under the provisions of this Agreement;

then, the occurrence of any of the foregoing events (a "Developer Event of Default") shall constitute a breach in the performance of the obligations imposed upon Developer and shall entitle the Agency to the remedies, and only the remedies hereinafter set forth, if, after receiving

thirty (30) calendar days written notice of default from the Agency, Developer has failed to cure, or to commence a cure and diligently pursue it to completion (which in no event is to exceed sixty (60) calendar days).

[§402] **Events of Default by the Agency**

If, during the existence of this Agreement, the Agency fails to perform any material obligation imposed under the provisions of this Agreement, then, the occurrence of any of the foregoing events (an "Agency Event of Default") shall constitute a breach in the performance of the obligations imposed upon the Agency and shall entitle the Developer to the remedies, and only the remedies, hereinafter set forth, if, after receiving thirty (30) calendar days written notice from the Developer, the Agency has failed to cure, or to commence a cure and diligently pursue it to completion (which in no event is to exceed sixty (60) calendar days).

[§403] **Institution of Legal Actions**

Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

[§404] **Applicable Law**

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

[§405] **Service of Process**

In the event that any legal action is commenced by Developer against the Agency, service of process on the Agency shall be made by personal service upon the Secretary of the Agency or in such other manner as may be provided by law.

[§406] **Remedy of Developer**

Upon the occurrence of an Agency Event of Default, Developer shall have the sole remedy of requiring specific performance of the Agency's obligations hereunder, including, without limitation, the issuance of the Notes.

[§407] **Remedies of the Agency**

During the existence of this Agreement and upon the occurrence of a Developer Event of Default with respect to a Phase, the Agency shall have the right to terminate this Agreement, and this Agreement shall so terminate with respect to such Phase, on the date that the written notice of termination is received by Developer or such other date as may be specified in the written notice. Agency agrees that any such termination with respect to a Phase shall not effect any outstanding Note(s) issued at the time of such termination, provided, however, that Developer agrees that the obligation of the Agency to make payments under any Note(s) issued in

connection with a Phase is contingent upon completion of a Phase in compliance with this Agreement and the submission by Developer to the Agency of a completed Certificate of Completion for such Phase.

[§500] **ADDITIONAL COVENANTS OF PARTIES**

[§501] **Vacation of Portion of First Street; Bonneville Couplet**

The Agency and Developer contemplate that a portion of First Street between Block A and Block B will be vacated (the "Vacation") in order to form an urban concourse suitable for recreation activity and gaming adjacent to the new Regional Transit Center. The Agency and Developer desire to complete the Bonneville couplet between Main Street and Casino Center with appropriate above grade access in connection with the Vacation. However, in the event the Bonneville couplet is not completed when needed in connection with the Vacation, then an interim traffic solution that will allow the Vacation to be timely completed must be approved by the City, the Agency, the RTC and Developer. The Agency and Developer acknowledge that Developer intends to construct a podium and other improvements, including habitable structures and possible bridge connections across Bonneville Avenue above the First Street closure, and above grade over the Bonneville couplet between Bonneville Avenue and Clark Avenue.

[§502] **Promenade-First Street Improvements**

The Agency agrees to participate in efforts with Developer, City, and possible third parties, to develop a public/private plan for the upgrade of improvements to First Street between Bonneville Avenue and Carson Avenue.

[§503] **Pedestrian Access**

The Agency agrees to participate in efforts with Developer, City, and possible third parties, to facilitate direct pedestrian access between Symphony Park and the Project.

[§504] **Parking**

The Agency agrees to participate in efforts with Developer, City, and possible third parties, to review various methods of parking to service the Project as set forth in Attachment I hereto.

[§505] **Obligations of Agency Limited**

No obligation assumed by or imposed upon the Agency by this Section 500 of the Agreement or remedy granted under this Section 500 of the Agreement against the Agency shall require the payment of money by the Agency, or the performance of any action by the Agency the performance of which requires money from the Agency, except to the extent that funds are available for such payment or performance from Agency appropriations therefor lawfully made by the Agency. This Agreement shall not be construed as obligating the Agency to make future

appropriations for the payment of monies or the performance of any obligations under this Section 500 of the Agreement.

[§600] GENERAL PROVISIONS

[§601] Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between the Agency and Developer shall be sufficiently given if dispatched by reputable overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and Developer as set forth in Sections 106 and 107 hereof, and shall be deemed given two (2) business days after delivery to a reputable overnight courier for next business day delivery, or five (5) days after delivery to the U.S. Postal Service for delivery by registered or certified mail. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time-to-time designate by mail.

[§602] Conflicts of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

[§603] Non-liability of Agency Officials and Employees

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

[§604] Enforced Delay: Extension of Times of Performance

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

(30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Agency and Developer.

[§605] **Inspection of Books and Records**

The Agency has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Qualified Improvements and Qualifying Expenditures as pertinent to the purposes of this Agreement.

The Developer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Agency pertaining to the Site and to the receipt and calculation of tax revenues as pertinent to the purposes of this Agreement.

[§606] **Amendment of Redevelopment Plan**

The Agency will give the Developer notice of amendments to the Redevelopment Plan as required by applicable law applying to the Redevelopment Area but shall not be required to obtain the consent of Developer to such changes.

[§607] **Submission of Documents to the Agency for Review**

Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the Agency for review, which shall be deemed reviewed if not acted on by the Agency within a specified time, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed reviewed within the stated time. If there is no time specified herein for such Agency action, Developer may submit a letter requiring Agency review of documents within thirty (30) days after submission to the Agency or such documents shall be deemed reviewed and approved. It is understood and agreed by the parties hereto that review by the Executive Director of the Agency or his designee shall be deemed review by the Agency for purposes of this section.

[§608] **Entire Agreement, Waivers and Amendments**

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement and Attachments "A" through "I", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties hereto.

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

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

required or permitted by the terms of this Agreement may be given by the Executive Director or such other person that the Executive Director designates in writing.

Developer and the Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to the Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. Subject to the foregoing, the Agency or Developer may elect not to enter into any amendment as it may determine in its sole discretion.

[§609] **Time for Acceptance of Agreement**

This Agreement, when executed by Developer and delivered to the Agency, must be authorized, executed and delivered by the Agency within forty-five days from the date of such delivery by Developer or this Agreement shall be void, except to the extent that Developer consents in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Subject to the foregoing, this Agreement shall be dated to be effective as of the date of approval of this Agreement by the Agency.

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the Effective Date.

DEVELOPER

LIVEWORK, LLC,
a Delaware limited liability company

By: LiveWork Manager, LLC
its Member

By: _____
Name: _____
Title: _____

FC VEGAS 20, LLC,
a Nevada limited liability company

By: Canton Centre Mall Limited Partnership,
its Sole Member

By: F.C. Canton Centre, Inc.,
its general partner

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

FC VEGAS 39, LLC,
a New York limited liability company

By: Rolling Acres Properties Co.
Limited Partnership, its Sole Member

By: Artus, Inc.
its general partner

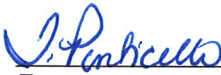
By: _____
Name: _____
Title: _____

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
Name: Oscar B. Goodman
Title: Chairman

APPROVED AS TO FORM:

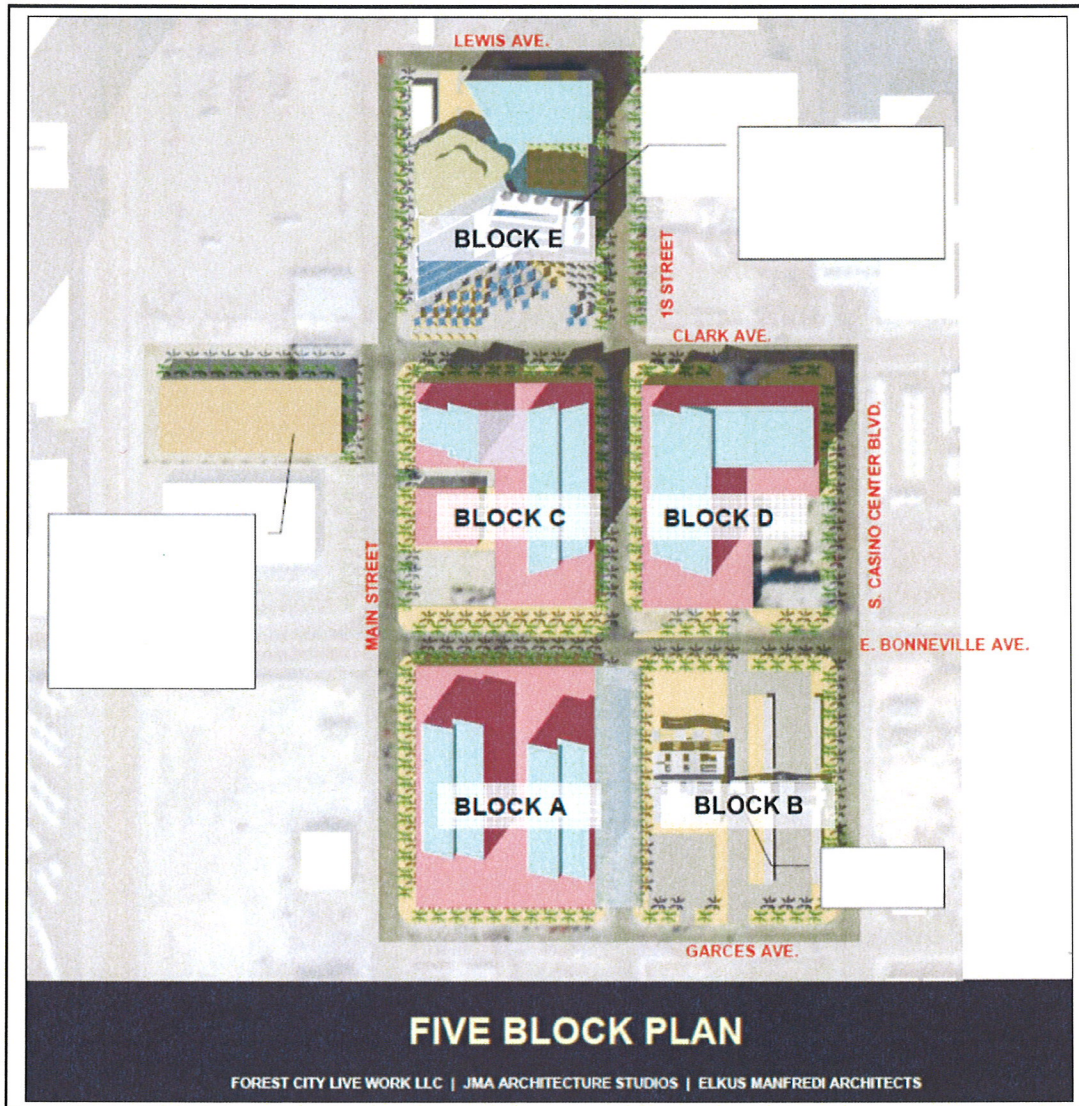
ATTEST BY:

 11/18/05
By: Teresita L. Ponticello
Chief Deputy City Attorney

Beverly Bridges, MMC, Secretary

ATTACHMENT "A"

Site Map



ATTACHMENT "B"

Legal Description

PARCEL 1:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:

LOT FOURTEEN (14) AND THE SOUTH FIFTEEN (15) FEET OF LOT THIRTEEN (13) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS, TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 3:

LOT FIFTEEN (15) AND SIXTEEN (16) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 4:

THE WEST 100 FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 5:

THE EAST FORTY (40) FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 6:

LOTS SEVENTEEN (17) THROUGH TWENTY-ONE (21) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 7:

BEING A PORTION OF THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT TWENTY-FIVE (25) OF BLOCK TEN (10)

OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN IN BOOK 1 OF PLAT MAPS, PAGE 37 AND ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE 20 FOOT WIDE PUBLIC ALLEY; THENCE NORTH 27°54'30" EAST, ALONG THE EAST LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 174.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CLARK AVENUE (80 FEET WIDE); THENCE SOUTH 62°07'28" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.99 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CASINO CENTER BOULEVARD (80 FEET WIDE); THENCE SOUTH 27°54'30" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET; THENCE NORTH 62°06'34" WEST, A DISTANCE OF 139.99 FEET TO THE POINT OF BEGINNING; PURSUANT TO THAT CERTAIN REVERSIONARY MAP IN BOOK 82 OF PLATS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND RECORDED DECEMBER 17, 1997 IN BOOK 971217 AS DOCUMENT NO. 00665, OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION WAS PREPARED BY ROBERT C. JOHNSON PLS, AT BAUGHMAN AND TURNER 1210 HINSON STREET, LAS VEGAS, NEVADA.

PARCEL 8:

LOT TWENTY-EIGHT(28) AND TWENTY-NINE (29) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 9:

THE NORTH ONE AND ONE-HALF FEET TO LOT NINETEEN (19), ALL OF LOT TWENTY (20) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-ONE (21), ALL IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 10:

LOT TWENTY-TWO (22) AND THE NORTH HALF (N 1/2) OF LOT TWENTY-ONE (21) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-THREE (23) ALL IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 11:

THE NORTH HALF (N 1/2) OF LOT TWENTY-THREE (23) AND ALL OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 12:

LOTS TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 13:

LOTS FIVE (5) AND SIX (6) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 14:

LOT ELEVEN (11) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 15:

LOTS 19 AND 20 IN BLOCK 10 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 16:

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 17:

LOTS FIVE (5) AND SIX (6) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTHWESTERLY 5.00 FEET AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JANUARY 27, 1976 IN BOOK 590 AS DOCUMENT NO. 549027 OF OFFICIAL RECORDS.

PARCEL 18:

LOTS THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 19:

LOTS NINE (9), TEN (10), ELEVEN (11), TWELVE (12) AND THE NORTHERLY TEN (10) FEET OF LOT THIRTEEN (13) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 20:

LOTS FOUR (4) THROUGH SIXTEEN (16) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THE INTEREST IN THE NORTHWESTERLY 5.00 FEET OF SAID LAND AS CONVEYED BY DEED RECORDED MAY 10, 1978 AS DOCUMENT NO. 844496, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT

NO. 03569 OF OFFICIAL RECORDS.

PARCEL 21:

LOTS TWENTY-EIGHT (28), TWENTY-NINE (29) AND THIRTY (30) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 22:

LOT SEVENTEEN (17) AND THE SOUTH 101/2 FEET OF LOT EIGHTEEN (18) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED JUNE 6, 1991 IN BOOK 910606 AS INSTRUMENT NO. 00707 OF OFFICIAL RECORDS.

PARCEL 23:

THE NORTH 14 1/2 FEET OF LOT EIGHTEEN (18) AND THE SOUTH 23 1/2 FEET OF LOT NINETEEN (19), BLOCK SEVEN (7), CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 24:

LOTS THREE (3), FOUR (4), FIVE (5) AND SIX (6) IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03570 OF OFFICIAL RECORDS.

PARCEL 25:

LOTS SEVENTEEN (17) THROUGH TWENTY-EIGHT (28) IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03570 OF OFFICIAL RECORDS.

PARCEL 26:

LOT THREE (3) AND FOUR (4) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PARCEL 27:

LOTS SEVEN (7) THROUGH SIXTEEN (16), INCLUSIVE IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY NEVADA.

EXCEPTING THEREFROM THE NORTHEASTERLY FIVE (5) FEET OF THE HEREIN ABOVE REFERENCED LOTS AS CONVEYED TO THE CITY OF LAS VEGAS.
FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03570 OF OFFICIAL RECORDS.

PARCEL 28:

LOT 10 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 29:

THE EAST HALF (E 1/2) OF LOTS 15 AND 16 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 30:

LOTS 8 AND 9 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 31:

LOTS ONE (1), TWO (2), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03570 OF OFFICIAL RECORDS.

PARCEL 32:

LOTS TWENTY-TWO (22) AND TWENTY-THREE (23) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 33:

LOTS TWENTY-FOUR (24) THROUGH TWENTY-SEVEN (27) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 34:

LOTS ONE (1), TWO (2), THREE (3), THIRTY-ONE (31), AND THIRTY-TWO (32) IN BLOCK 8 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

ATTACHMENT "C"
Disclosure of Principals

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name FC Vegas 20, LLC
Address 50 Public Square, Suite 1350 Cleveland, Ohio 44113
Telephone 216-621-6060
EIN or DUNS 28-0342195

Block 2 Description Subject Matter of Contract/Agreement
Third Amendment to Master Development Agreement City Hall Project
LiveWork Block Project
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 200__

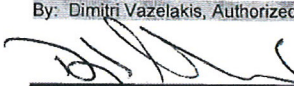
Notary Public

By: FC Vegas 20, LLC, a Nevada limited liability company

By: Canton Centre Mall Limited Partnership,
an Ohio limited partnership, its Sole Member

By: F.C. Canton Centre, Inc., an Ohio corporation,
Its General Partner

By: Dimitri Vazelakis, Authorized Representative


Name

11/4/09
Date

See Attached
Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 4, 2009 before me, Lisa M. Stevens, Notary Public

personally appeared Dimitri Vazelakis

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate Disclosure of Ownership / Principals

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis

- ☐ Individual
☒ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

FC Vegas 20

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

CERTIFICATE **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	FC Vegas 39, LLC
Address	50 Public Square, Suite 1360 Cleveland, Ohio 44113
Telephone	216-621-8060
EIN or DUNS	20-8640805

Block 2	Description
Subject Matter of Contract/Agreement	
Third Amendment to Master Development Agreement City Hall Project	
LiveWork Block Project	
RFP#	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	<u>FULL NAME/TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document _____ Number of Pages: _____

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

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 200__

Notary Public

By: FC Vegas 39, LLC, a Nevada limited liability company

By: Rolling Acres Properties Co. Limited Partnership,
an Ohio limited partnership, its Sole Member

By: Artus, Inc., an Ohio corporation, Its General Partner

By: Dimitri Vazelakis, Authorized Representative



Name
11/4/09

Date

See Attached

Subscribed and sworn to before me this _____ day of
_____, 2009

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 4, 2009 before me, Lisa M. Stevens, Notary Public

personally appeared Dimitri Vazelakis

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate Disclosure of Ownership/Principal

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis

- ☐ Individual
☒ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

FC Vegas 39

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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4. Incorporation

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

Block 1 Contracting Entity
Name LiveWork LLC
Address 41 E. 60 th Street, 6 th Floor New York, NY 10022
Telephone 212-486-4444
EIN or DUNS 20-2675938

Block 2 Description Subject Matter of Contract/Agreement
Third Amendment to Master Development Agreement City Hall Project
LiveWork Block Project
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Mitchell	41 East 60 th Street, 6 th Fl. NY, NY 10022	212-486-4444
2.	Barnet Liberman	421 Hudson St. NY, NY 10014	212-243-7388
3.	Las Vegas Land Partners, LLC	41 East 60 Street NY NY 10022	212 486 4444
4.	LiveWork Manager, LLC	41 East 60 Street NY NY 10022	212 486 4444
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

[Signature]

Name

Nov 4, 2009

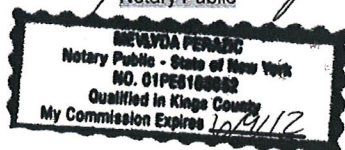
Date

David J Mitchell

Subscribed and sworn to before me this 4th day of

November, 2009

[Signature]
 Notary Public



ATTACHMENT "D"
EMPLOYMENT PLAN FOR THE PROJECT

This Employment Plan for the Project (this "Employment Plan") of FC Vegas 20, LLC, FC Vegas 39, LLC and LiveWork, LLC (collectively, "Developer") is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy adopted June 6, 2001 (the "Policy," attached hereto as Attachment 1). This Employment Plan outlines the steps to be taken by Developer to assist Developer in achieving compliance with the Policy. In accordance with the Policy, developers of speculative space and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women, and/or the homeless.

This Employment Plan shall only apply during the construction phase of the Project to those portions of the Project developed by Developer and for which Developer seeks tax increment financing. Developer is proposing to construct commercial, office and/or retail space (the "Project," as further described in Section 1 below) for the purpose of conveying or leasing to as yet unknown owners and/or tenants with respect to Block A, Block C and Block D. Accordingly, with respect to Block A, Block C and Block D, Developer submits this Employment Plan in its capacity as a "developer of speculative space" only, and not as a "build to suit developer". For the construction of Block E, Developer and its construction manager, The Whiting-Turner Contracting Company, have established the diversity program attached hereto as Attachment 2. Block D has been ground leased to the Regional Transportation Commission ("RTC") and is currently being developed by the RTC as a new Regional Transportation Center,

and therefore is not currently included in this Employment Plan. Developer may supplement this Employment Plan with more particular programs as it develops and constructs future Phases within the Project.

1. Description of the Facilities to be Constructed. Developer contemplates constructing a Project which will consist of a complex of buildings (including core and shell, but excluding interior finish and tenant improvements), developed over multiple phases, which will contain approximately 1,000,000 square feet of office and ancillary retail space. Please see Section 109, and Attachment "H" of the Owner Participation Agreement for a complete description of the facilities and anticipated phasing.

2. Contracts for Construction of the Project. Developer will promote the utilization of women, minority, disabled, and veteran-owned businesses for the construction of the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, specific outreach and reporting requirements.

Since Developer has not yet caused the construction drawings or bid documents to be prepared, it is premature to identify the subcontracts and material agreements that will be required for construction. When the construction drawings and bid documents have been received, Developer, through its general contractor, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") businesses. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. At such time, Developer will submit an addendum to this Employment Plan identifying the construction contracts.

3. Manner of Involving MWDV Businesses. Developer hereby certifies that, for the construction phase of the Project, it shall use and instruct its project manager and/or general contractor to use the City's Minority Vendors Directory as a source to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of

contracts to be let for construction in sufficient time to allow effective participation by MWDV owned businesses. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, Developer will perform, or cause to be performed, the following tasks:

(a) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(b) Contact and coordinate with the City's Minority Business Officer and Redevelopment Agency representatives to obtain lists and information concerning City's certified MWDV owned businesses;

(c) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV businesses;

(d) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with NRS 332.

(e) Ensure access by interested MWDV owned businesses to plans and specifications and adequate information about the scope of services and other requirements;

(f) Offer information to interested MWDV owned businesses regarding the obtaining of bonding, lines of credit and/or insurance;

(g) Developer shall advertise and solicit bids and accept qualified joint venture bids from local MWDV owned businesses and from joint ventures involving local and out of state MWDV owned businesses. Developer shall encourage joint ventures with the MWDV owned businesses.

ATTACHMENT 1

REDEVELOPMENT AGENCY EMPLOYMENT PLAN POLICY

**CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
EMPLOYMENT PLAN POLICY**

**Adopted
June 6, 2001**

EMPLOYMENT PLAN POLICY

(As Adopted on June 6, 2001)

A. What is the purpose of the Employment Plan Policy?

The purpose of this Employment Plan Policy is to encourage developers and build-to-suit owners/lessees participating in a redevelopment project funded by the Redevelopment Agency to hire individuals of specially targeted population groups (economically disadvantaged residents, physically handicapped, members of racial minorities, veterans or women) who live within the area of operation.

B. Who must submit Employment Plans?

1. **Developers:** As appropriate for the redevelopment project, the developer shall submit to the Redevelopment Agency an Employment Plan for the construction phase of the redevelopment project in accordance with the requirements of this Policy. For purposes of this Policy, a "developer" means any person or entity who is proposing to construct commercial, office, retail or industrial space with the assistance of the Redevelopment Agency and includes both developers of speculative space and build-to-suit owners.

A "developer of speculative space" means any developer who constructs commercial, office, retail or industrial space for the purpose of conveying or leasing to an unknown owner and/or tenant. A "build-to-suit developer" means any developer who constructs commercial, office, retail or industrial space in accordance with the customized specifications of a known owner and/or lessee to whom the space will be conveyed or leased upon completion of the redevelopment project.

2. **Build-to-Suit Owners/Lessees:** As appropriate for the redevelopment project submitted by a build-to-suit developer, the owner/lessee for which the redevelopment project is to be constructed shall submit to the Redevelopment Agency an Employment Plan for the post construction phase of the redevelopment project in accordance with the requirements of this Policy.

For purposes of this Policy, "build-to-suit owner/lessee" means the owner and/or lessee of commercial, office, retail or industrial space which has been constructed by the developer to the customized specifications of the owner/lessee.

3. **Owners/Lessees:** An owner/lessee of speculative commercial, industrial, office or retail space shall be exempt from submitting an Employment Plan.

C. What is the term of the Employment Plan?

1. The developer shall adhere to the Employment Plan only during the construction phase of the development.
2. The build-to-suit owner/lessee shall adhere to the Employment Plan for at least as long as the redevelopment project remains subject to the Owner Participation Agreement (OPA)/Disposition and Development Agreement (DDA). Each OPA/DDA will include the specific time periods based on the particular relevant aspects of the project. All subcontractors of permanent operations will be required to adhere to the Employment Plan through contractual language included in any agreement with the build-to-suit owner/lessee. The appropriate requirements of the Employment Plan Policy shall be included in the Owner Participation Agreement.
3. Employment Plans must be submitted to the Agency for review during negotiations for redevelopment funding to be approved as part of the OPA/DDA.

D. What information must the developer provide in the Employment Plan?

The developer shall provide the Agency with a list and amount of all contracts to be let for the construction of the redevelopment project.

E. What procedures shall the developer adhere to?

The developer is required to submit an Employment Plan for the construction phase of the redevelopment project, and shall be referred to the City's Minority Vendors Directory. The developer shall notify the vendors identified in the Minority Vendors Directory of all contracts to be let for the redevelopment project. A copy of the notification shall be submitted to the Redevelopment Agency.

F. What information must be in the Employment Plan submitted by Build-to-Suit Owner/Lessees?

1. A description of the existing opportunities for employment within the area. This information is available from the Nevada Employment Security Department. The Agency shall make every effort to assist the build-to-suit owner/lessee in obtaining this information for inclusion in the Employment Plan.
2. A projection of the effect that the redevelopment project will have on opportunities for employment within the area. In other words, the number of new jobs created as a result of the redevelopment project and a description of the skills required to fill the positions. The build-to-suit owner/lessee must supply this information to the Redevelopment Agency.
3. It is the intent of this Policy that a minimum of 51% of all new jobs created as a direct result of the Redevelopment Project be filled by residents of the Redevelopment Area and/or the City of Las Vegas Special Impact Area (SIA) and/or Census Tracts 5.03 and 5.04 (these tracts will be eligible for SIA designation upon release of the 1990 census information). The Redevelopment Agency shall have the authority to reduce the employment requirements of this section after a showing of just cause. This includes the refilling of those jobs for the duration of the Employment Plan. The build-to-suit owner/lessee is required to submit an Employment Plan which describes how the operation will employ persons who are:
 - a. *economically disadvantaged*
 - b. *physically handicapped*
 - c. *members of racial minorities*
 - d. *veterans*
 - e. *women*
4. The build-to-suit owner/lessee shall, as part of the Employment Plan, utilize one or more of the following referral agencies for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. These referral agencies, by virtue of their activities, are recognized as having a knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

- a. *Nevada Employment Security Department*
 - b. *Nevada Business Services*
 - c. *Nevada Black Chamber of Commerce*
 - d. *Latin Chamber of Commerce*
 - e. *Las Vegas Indian Center*
 - f. *Nevada Association for the Handicapped*
 - g. *Nevada Welfare Department*
 - h. *Women's Development Center*
 - i. *St. Vincent's Job Desk*
 - j. *Community College of Southern Nevada*
 - k. *Bureau of Vocational Rehabilitation of Southern Nevada*
 - l. *Dr. Martin Luther King, Jr. Committee*
5. Build-to-suit owner/lessees shall be required to pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.
 6. Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs a total of more than (25) employees. The training program shall be included as part of the Employment Plan.

G. What procedural guidelines must Build-to-Suit Owner/Lessee follow?

1. The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.
2. Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical and professional positions.
3. The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from his own work force.

4. In the event that the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
5. The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
6. The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin.
7. The Redevelopment Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

H. What are the reporting requirements?

1. The developer shall inform the Agency of the selected bidder after the bid is awarded, including a justification for not selecting the minority vendor, if such is the outcome. Backup documentation shall be provided to the Agency, as requested.
2. The build-to-suit owner/lessee shall submit a report to the Redevelopment Agency within thirty (30) calendar days after the end of each calendar quarter. This report will provide the Agency with a list of employees' names, addresses, rates of pay and health benefit status, and whether or not they were referred by the above agencies. Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted Employment Plan. This information shall not be submitted to any other person or organization for any other purpose.

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities; requiring a proposal for a project

of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

279.572 **1. Every redevelopment plan must show:**

- [1.] (a) The amount of open space to be provided and the layout of streets.
- [2.] (b) Limitations on type, size, height, number and proposed use of buildings.
- [3.] (c) The approximate number of dwelling units.
- [4.] (d) The property to be devoted to public purposes and the nature of those purposes
- [5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.
- [6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

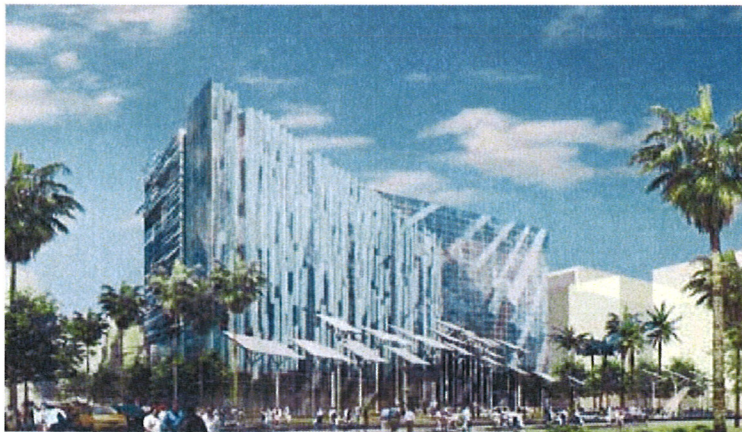
2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

- (a) A description of the existing opportunities for employment within the area.
- (b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.
- (c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:
 - (1) Economically disadvantaged
 - (2) Physically handicapped
 - (3) Members of racial minorities
 - (4) Veterans
 - (5) Women

ATTACHMENT 2

BLOCK E DIVERSITY PROGRAM

**FOREST CITY
&
THE WHITING-TURNER
CONTRACTING
COMPANY**



DIVERSITY PROGRAM

Updated June 15, 2009

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Introduction

In partnership with the City of Las Vegas and The Whiting-Turner Contracting Company, Forest City Enterprises is committed to achieving a Las Vegas construction workforce which, to the maximum extent practicable, reflects the community within which we will work. As an introduction to our commitment to diversity and our construction diversity plan, we first provide an introduction of the three organizations undertaking this endeavor.

The mission of the City of Las Vegas is to provide residents, visitors and the business community with the highest quality municipal services in an efficient, courteous manner, and to enhance the quality of life through planning and visionary leadership.

Forest City Enterprises is a national owner and developer of real estate, committed to building superior, long-term value for its shareholders and customers. We accomplish this through the operation, acquisition and development of commercial, rental housing and land development projects. We operate by developing meaningful relationships and leveraging our entrepreneurial capabilities and creative talent in a fully integrated real estate organization.

The mission of Whiting Turner is to build on our reputation for integrity, excellence, experience and leadership as the nation's finest construction organization. The Whiting-Turner Contracting Company is celebrating its 100th year and its commitment to excellence and diversity with its leader Willard Hackerman, in his 53rd year as president.

As the project developer, Forest City Enterprises will provide leadership in setting goals for the contractor which seek to achieve a diverse construction workforce. As an organization, Forest City Enterprises values Diversity, Community Involvement, Sustainability, Entrepreneurial Spirit, Teamwork, Value Orientation, Performance Ethic, Integrity and Openness. In all of its business relationships, Forest City seeks partners who share similar values and community commitments, and the Las Vegas City Hall project is no different.

The Whiting-Turner Contracting Company will be responsible for designing, implementing and fulfilling the goals of the construction diversity plan and will be encouraged to model the most successful diversity initiatives in the industry.

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Plan Description

The Forest City /Whiting-Turner Construction Diversity plan will consist of

- Proactive Outreach Activities
- Compliance Assistance
- Contract Administrative Tracking
- Participation Measurement

Setting specific participation goals in the construction industry has proven less valuable than setting specific outreach and reporting requirements. Significant participation can be achieved on this project through more effective tools of outreach and performance requirements.

M/W/DV/BE & DBE participants shall be required to be certified by a participating agency as identified in the certification section, and, as required by law, shall be required to hold a valid Nevada Contractors License with limits appropriate to the work being bid. It shall be the responsibility of bidders to submit accurate information and complete bids and of Whiting-Turner to assure all certifications and licenses are up to date and valid.

Forest City
&
The Whiting-Turner Contracting Company
City of Las Vegas
City Hall Project

DIVERSITY PROGRAM
MBE / WBE / DVBE/ DBE
Local Contractors

Table of Contents:

Introduction

Plan Description

Section A: Outreach Program

> MBE / WBE / DVBE / DBE

- Outreach Plan Summary
- Outreach Letters to Organizations
- Subcontractor Inclusion Requirements
- Minority Contractor Directory
- Use of Government Databases (Websites)

Section B: Certification and Licensing

Section C: Bid Advertising Summary

Section D: Subcontractor Qualifications

Section E: Opportunity Letters - Soliciting Interest

Section F: Measuring Success

Section G: Acknowledgements

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Outreach Program

In order to maximize the opportunities for M/W/DV/BE and DBE's to participate in the construction of the new Las Vegas City Hall, Whiting Turner will conduct a significant outreach program by partnering with the National Minority Supplier Development Council, the Las Vegas Minority Purchasing Council, The National Association of Minority Contractors, Latin and Urban Chambers of Commerce and other organizations dedicated to promoting business opportunities for M/W/DV/BE and DBE's.

Whiting Turner will host an informational meeting to introduce the project and will seek assistance from the above organizations as well as all certifying agencies in identifying and notifying contractors of the event. Additionally, project information will be sent via mail, e-mail and facsimile to identified organizations as well as identified contractors.

Advertisements will be placed in such publications as The Las Vegas Review Journal, El Mundo, Las Vegas Sentinel Voice, El Tiempo, Las Vegas Black Image, and the Veterans Reporter.

All subcontractors will be required to conduct similar outreach programs in order to ensure maximum participation.

Whiting-Turner and its subcontractors on the Las Vegas City Hall project shall be required to conduct and document hiring outreach in the minority communities and will be assisted in such endeavors by Forest City and Whiting-Turner.

G.W.C. WHITING
(1983-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

ENGINEERS AND CONTRACTORS

6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

702-650-0700

March 21, 2009

Mr. John Doe
Nevada Minority Business Council
1785 E. Sahara Avenue, Suite 360
Las Vegas, NV 89104
RE: City of Las Vegas, New City Hall Project

Dear Mr. Doe,

I am pleased to announce that Whiting-Turner has been selected as the Construction Manager At-Risk by Forest City for the City of Las Vegas New City Hall Project pre-construction services. The project is approximately 295,000 sf, 7-story above grade structure and an occupied basement, sited on a 2.8 acre site in downtown Las Vegas, NV. The project will include a Civic Plaza, office spaces and some retail space. The project is going for LEED Silver Certification. Construction will start mid 2009.

As always, Forest City and Whiting-Turner is looking forward to a strong presence of qualified MBE / WBE / DVBE / DBE contractors on the project. To achieve this, I am asking for your assistance in identifying interested bidders. Please have anyone interested in bidding the project fill out the attached forms and return them to our office.

Thank you in advance for your help in soliciting interest from qualified MBE / WBE / DVBE / DBE contractors for the City of Las Vegas City Hall Project. I look forward to working with you and your organization.

If you have any questions or concerns, please do not hesitate to call.

Very Truly Yours,
THE WHITING-TURNER CONTRACTING COMPANY

Nancy Briseño-Rivera
Project Manager

Soliciting Interest

FOREST CITY &
THE WHITING-TURNER CONTRACTING COMPANY

PROJECT NOTICE:

City of Las Vegas New City Hall

The project is approximately 295,000 sf, 7-story above grade structure and an occupied basement, sited on a 2.8 acre site in downtown Las Vegas, NV bound by Clark Ave., Main Street, Lewis Avenue, and First Street. The project will include a Civic Plaza, office spaces and some retail space. The project is designed to achieve LEED Silver Certification. The project will require a wide variety of subcontractors, suppliers, and vendors including but not limited to abatement, demolition, landscaping, underground utilities, concrete, masonry, structural steel, metal fabrications, architectural woodwork, thermal/moisture protection, doors & windows, framing & drywall, stone, carpet, fire sprinklers, elevators, plumbing, HVAC and electrical trades. Prevailing wage will be implemented on this project.

Whiting-Turner will only accept pricing from qualified, NV. licensed bidders

Qualification forms are available upon request and must be submitted and approved prior to estimate acceptance.

Plan Rooms: Available for Viewing: *Whiting-Turner Office*
Disk may be picked up at Whiting-Turner Office
PLEASE NOTE: WE HAVE MOVED TO A NEW OFFICE

Contact: Nancy Briseño-Rivera or David Lee
Ph: (702) 650-0700
Email: nancy.briseno@whiting-turner.com or david.lee@whiting-turner.com

Send/Fax to: THE WHITING-TURNER CONTRACTING COMPANY
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
PHONE: 702-650-0700
FAX: 702-650-2650

Please return this sheet via FAX to 702-650-0700.

- ☐ Yes, we will bid this project.
☐ No, we are not interested in this project because: _____

Company Name: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
NV License # _____ Limit: \$ _____ E-mail: _____

Please provide proper certification. ☐ DBE ☐ Union ☐ Non-Union
Trade or scopes of work performed by this vendor: ☐ MBE / WBE ☐ DVBE

THE WHITING-TURNER CONTRACTING COMPANY



The Whiting-Turner Contracting Company
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119

Request for Subcontractor Statements of Qualification
WT 12245
City of Las Vegas City Hall

Forest City and The Whiting Turner Contracting Company request Statements of Qualification from qualified subcontractors for the performance of work for the new Las Vegas City Hall project for the City of Las Vegas.

This request for statement of qualifications covers the following trades only:

- Sitework
- Site Utilities
- Landscape
- Concrete Reinforcement
- Pre-cast Concrete
- Structural Steel
- Miscellaneous Steel
- Millwork
- Roofing
- Exterior Glazing / Curtain Wall
- Framing & Drywall
- Vertical Transportation
- HVAC
- Plumbing
- Fire Sprinklers
- Electrical

Project Description: The project consists of multi-purpose City Hall facility with full front and back of house support. The project generally consists of approximately 295,000 SF building with a low rise component, a 7-story high rise component, and all associated on-site and off-site improvements. The project is located on a 2.8 acre parcel on the block of Clark, Lewis, Main Street and 1st Street.

Questions and / or comments regarding this Request for Statements of Qualification should be submitted in writing to David Lee, at 6720 Via Austi Parkway, Suite 300, Las Vegas, NV 89119, by facsimile at (702) 650-2650, or e-mailed to david.lee@whiting-turner.com.

Submittal Deadline: All responses to this request for Statements of Qualification must be received in Whiting-Turner's office at 6720 Via Austi Parkway, Suite 300, Las Vegas, NV 89119 prior to May 8, 2009. Proposals received and stamped 4:01 PM or later will not be accepted and will be returned unopened. Respondents shall submit two (2) copies in a sealed envelope plainly marked as below:

Request for Statement of Qualification # WT 12245

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City of Las Vegas - New City Hall

THE WHITING-TURNER CONTRACTING COMPANY

Request for Statements of Qualification WT 12245
New City Hall, The City of Las Vegas
Corner of Lewis, Clark, Main and First Streets

Intent: It is the intent of Forest City and Whiting-Turner to evaluate all received statements of qualification and create a short list of subcontractors to provide a bid for the project. It is our intent to have no more than 5-7 bidders for each trade.

Requirements: In order to qualify, subcontract must meet the following criteria:

1. Not have been found liable for breach of contract with respect to previous projects, other than a breach for legitimate cause, during the 5 years immediately preceding date of the advertisement for Statements of Qualification.
2. Not have been disqualified from being awarded pursuant to NRS 338.017, 338.13895, 338.1475 or 408.33, and
3. Be properly licensed for the particular scope of work per NRS 624.

Forest City and Whiting-Turner is an Equal Employment Opportunity Employer. Minority Business Enterprises (MBE), Women Owned (WBE), Disabled Veteran Business Enterprise (DVBE) and Disadvantaged Business Enterprises (DBE) and are strongly encouraged to participate.

GENERAL INFORMATION

Company Name:

Authorized
Representative: _____
Title: _____
Address: _____

Principal Office: _____

Phone No.: _____ / Fax No.: _____
Annual Work Capacity (\$): _____
Largest Project (\$): _____
MBE, WBE,
DVBE, DBE: _____
Furnish, Install, or Both: _____
Dun & Bradstreet
& Rating: _____
State Sales Tax ID #: _____

- 1.0 Date and place of incorporation of applicant:
- 2.0 How many years has your organization been actively engaged in business?
- 3.0 Type of organization (corporation, partnership, joint venture, etc.). If the entity which will undertake the Project will be a joint venture or an entity formed specifically for this project, specify the guarantee relationships that will exist between its sponsors, or participants, particularly as it relates to guarantees of performance.
- 4.0 List any union trade agreements you presently have in effect. Are all your union benefits current? If union, attach letter from union that states the applicant is current with all benefits.

THE WHITING-TURNER CONTRACTING COMPANY

5.0 List the construction experience of the principal individuals of your organization. **(Resume Option)**

6.0 Have you ever failed to complete any work awarded to you? If so, note what, when, where, and why.

7.0 Have you ever performed work for The Whiting-Turner Contracting Company? If so, state project names, locations, work performed, and W-T representative.

8.0 Bank references: **(name, address, and phone number)**

Name of Bank

Address:

Contact:

Contact Phone:

Request for Statement of Qualification # WT 12245

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City of Las Vegas – New City Hall

THE WHITING-TURNER CONTRACTING COMPANY

- 9.0** Name of Insurance Company: **(name, address, and phone number of agent, current limits).**
Provide letter from your insurance company showing EMR for the past 5 years.

Insurance Company:

Agent:

Address:

Phone:

Contact Name:

Contact Phone:

Contact E-mail:

Insurance Company AM Rating:

- 10.0** Name of Bonding Company: **(name, address, and phone number of agent, current limits).**
Attach letter from your bonding company stating ability to provide performance and payment bonds.

Bonding Company:

Agent:

Address:

Phone:

Contact Name:

Contact Phone:

Contact E-mail:

Bonding Company Rating:

- 11.0** List the major construction projects that your organization has completed in the last five (5) years. Designate the project name, owner's representative, phone #, architect phone #, your status as prime or subcontractor, General Contractor/Construction Manager reference, contract amount, schedule, and type of project (**attach separate sheet if necessary**). List at least 3 projects of similar size & scope.

Fill out Exhibit B - Attachment 1

THE WHITING-TURNER CONTRACTING COMPANY

THE WHITING-TURNER CONTRACTING COMPANY

12.0 Attach a dated financial statement or balance sheet for your company.

Name of firm preparing statement: _____

Address: _____

13.0 Has your firm ever had financial difficulties that resulted in declaring Chapter 11? Have any vendors put liens against your firm?

14.0 If your firm is a MBE, WBE, DVE or DBE firm, list all locations in which you are certified and the certification numbers.

16.0 Submit a **condensed** version of your company's safety program. Also provide your safety history for the past 5 years. This shall include total man hours worked, OSHA 300 log, etc. for the past 5 years.

17.0 Attach the following with the submittal:

- Copy of Nevada State License as they apply to subcontractor's scope of work.
- MBE/WBE/DVBE/DBE certifications, if applicable.

18.0 List of attachments:

Exhibit A – Standard Whiting-Turner Subcontract

Exhibit B – Attachment 1 – Subcontractor's previous experience

THE WHITING-TURNER CONTRACTING COMPANY

19.0 Background Information.

- Has your company received any comments from the Security and Exchange Commission concerning your financial reporting? If so, attach comments and your response.

CIRCLE ONE: Yes No

- Is your company under investigation by any agency – federal, state, or local government? Provide explanation.

CIRCLE ONE: Yes No

- Have any banks refused to lend you in the last three years? Have you been turned down for credit from vendors? If yes, please provide explanation.

CIRCLE ONE: Yes No

- Has a performance bond been called due to your failure to perform? If yes, provide explanation and final resolution.

CIRCLE ONE: Yes No

- Has your company ever sought protection under any provision of any bankruptcy act or been involuntarily placed in bankruptcy or receivership? If yes, please describe.

CIRCLE ONE: Yes No

- Have you been debarred or suspended from performing work for the federal government, any state, or local government? If yes, provide explanation.

CIRCLE ONE: Yes No

- Has any insurance carrier cancelled or refused to renew any of your insurance policies for any type of insurance? If yes, provide explanation.

CIRCLE ONE: Yes No

- Provide litigation and mediation history for the past 5 years.

- Have you been found liable for breach of contract with respect to previous project within the last 5 years? If yes, provide details.

CIRCLE ONE: Yes No

THE WHITING-TURNER CONTRACTING COMPANY

20.0 Certification:

By submitting this request for Statements of Qualification, the subcontractor is certifying the following:

- Subcontractor has reviewed the attached Whiting-Turner subcontract and will sign without modification. If subcontractor takes any exception to any language, it should be noted at this time.
- Subcontractor, at the time of submitting the Statement of Qualification, is in possession of the necessary Nevada State Contractor License with the appropriate limits.
- The Subcontractor's failure to follow the requirements of this SOQ may result in disqualification.
- This form has been signed by person authorized to legally bind the subcontractor. Provide letter of authorization if the person is not an officer of the company.

Dated at _____
this _____ day of _____,
Name of Organization: _____
Address _____
By _____
Title _____

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2003 in the state
of _____ County of _____.

Notary Signature

Notary Seal:

Reaching out to Community Organizations.

The list below are organizations to
which we send the informational
letter.

Nevada Area Community Organizations							
Organization	Phone	Fax	Contact	Email	Next Meeting	Comments	
Asian Chamber of Commerce	737-4300	737-4343	Betty	betty@lvacc.com	Feb 26th	Will publicize	11-Feb
Boulder City Chamber of Commerce	293-2034	293-0574	Jill Legan	jill@bouldercitychamber.com	March	Will publicize	11-Feb
Latin Chamber of Commerce	385-7367	385-2614	Carlos	carlos@lvcc.com	Feb 27th	Will publicize	11-Feb
North Las Vegas Chamber of Commerce	642-9595	642-0439	Laurie	lkuhl@nlvchamber.org	Feb 23-	Will publicize	11-Feb
Urban Chamber of Commerce	648-6222	648-6223	Sydni	sydni@urbanchamber.org	Feb. 27th	Will publicize	11-Feb
National Association of Women in Const	796-9986	796-1629	Cheryl	cheryl@agclv.org	Feb. 18th	Will publicize	11-Feb
National Association of Minority Contractors	262-1902	262-1957	Ruben	rvasquez@adlconstruction.com	March	Will publicize	11-Feb
Nevada Minority Business Council	894-4477	894-9474	Diane	diafontes@aol.com	March	Will publicize	11-Feb
Women's Chamber of Commerce of Nevada	733-3955	733-1172				Unavailable	N/A
Henderson Chamber of Commerce	565-8951					Only for Member	11-Feb
Las Vegas Chamber of Commerce	735-1616					Only for Member	11-Feb
Business Press	871-6780					Option For Paid Ads	11-Feb
In Business Las Vegas	990-7735					Option For Paid Ads	11-Feb
Urban Voice Magazine	306-2384		Joseph Abrahams				
Las Vegas Sentinel Voice	380-8100		Ramon Savoy				
Uptown News	672-9666		Katherine Duncan				
KCEP 88.1 Radio	648-0104 ext. 236		Nicky Addison				
NAACP	638-1300		Frank Hawkins				
National Action Network	810-6342		Gene Collins				
Ward 5 Chamber of Commerce	672-9888		Katherine Duncan	Uptownward5@gmail.com			
Associated General Contractors	(702) 796-9986	(702) 796-1629	Cheryl Hood	cheryl@agclv.org			
Las Vegas Clark County Urban League	702-300-5074	702-362-1392	Tim Brooks	tbks@aol.com			
Associated Builders & Contractors	(702) 227-0536	(702) 227-0546	Warren Hardy	whardy@abclasvegas.org			

City of Las Vegas City Hall **Diversity e-mail Solicitation of Interest list**

This is a list of additional sources for outreaching to organizations.
 Invitations will be sent to these companies to forward on the opportunity.

Bid tracking letter*		# of bid responses
A	Janis Stevenson Business Development Advisor Nevada Small Business Development Center UNLV Box 456011 Las Vegas, Nevada 89154-6011 (702) 895-4270 janis.stevenson@unlv.edu www.nsbdc.org	Comments:
B	Nevada Procurement Outreach Program Rick Horn, Director 555 E. Washington, Suite 5400 Las Vegas, Nevada 89101 rhorn@bizopp.state.nv.us (702) 486-2716	Comments:
C	Nevada Minority Business Council Diane Fontes, Director 1785 E. Sahara, Suite 360 Las Vegas, Nevada 89104 (702) 894-4477 nvminority@aol.com	Comments:
D	Nevada Minority Business Enterprise Center Leonard Hamilton, Procurement Consultant 626 South 9th Street Las Vegas, Nevada 89101 (702) 382-9522 nvcdc.mbdca@lvcoxmail.com	Comments:
E	Clark County Business Development Division Nita Lopez, Community Relations 500 S Grand Central Parkway Las Vegas, Nevada 89155-1218 (702) 455-3138 nlt@co.clark.nv.us	Comments:
F	Nevada Microenterprise Initiative Anna Siefert, Operations Manager 1600 E Desert Inn Road, Suite 203 Las Vegas, Nevada 89109 (702) 734-3555 asiefert@4microbiz.org	Comments:

G Asian Chamber of Commerce Betty Atkins, Director of Operations 2560 Montessori St., Ste 205 Las Vegas, NV 89117 ph (702) 737-4300 fx (702) 737-4343 bettyatkins@lvacc.org	# of responses Comments: _____ _____ _____
H Latin Chamber of Commerce Otto Merida, President & CEO 300 North 13th St Las Vegas, NV 89101 ph (702) 385-7367 fx (702) 385-2614 otto@lvcc.com	# of responses Comments: _____ _____ _____
I Urban Chamber of Commerce Ms Robbie Prince, Office Manager 1048 W. Owens Ave, Las Vegas, NV 89106 ph (702) 648-6222 robbie@urbanchamber.org	# of responses Comments: _____ _____ _____
J Women's Chamber of Commerce of Nevada June L. Beland, CEO 3690 S. Eastern Ave, Ste 219 Las Vegas, NV 89169 ph (702) 733-3955 fx (702) 733-1172 wccnv@womenschamberofnevada.org	# of responses Comments: _____ _____ _____
K U.S. Department of Veteran Affairs Center for Veterans Enterprises 810 Vermont Ave., NW Washington, DC 20420 ph (202) 303-3260 fx (202) 254-0238 vetbiz.gov	# of responses Comments: _____ _____ _____

SUBCONTRACTOR DIVERSITY REQUIREMENTS
FOREST CITY & THE WHITING-TURNER CONTRACTING COMPANY
MBE/WBE/DVBE/DBE PARTICIPATION
UTILIZATION AFFIDAVIT

The undersigned as contractor does hereby make the following Affidavit.

I acknowledge the commitment for solicitation of Minority Business Enterprise, Women's Business Enterprise, Disabled Veteran Business Enterprise and Disadvantaged Business Enterprise participation for this Contract with Forest City and The Whiting-Turner Contracting Company for the construction of City of Las Vegas City Hall and commit to achieve MBE/WBE/DVBE/DBE participation in the project in accordance with the project requirements.

I furthermore agree that I have actively solicited quotations from qualified minority contractors.

In the solicitation of subcontract quotations or offers, all Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE) and Disadvantaged Business Enterprise (DBE) subcontractors were provided not less than the same information and amount of time to respond to the solicitations.

The solicitation process was conducted in such a manner so as to otherwise not place MBE/WBE/DVBE/DBE subcontractors at a competitive disadvantage to non- MBE/ WBE/DVBE/DBE subcontractors.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing documents are true and correct to the best of my knowledge, information and belief.

SUBCONTRACTOR: _____

Signature Date

Print/Type Name and Title

Print/Type Name of Firm

Number Street

City State

SUBCONTRACTOR DIVERSITY REQUIREMENTS

**FOREST CITY & THE WHITING-TURNER CONTRACTING COMPANY
CITY OF LAS VEGAS CITY HALL
MBE/WBE/DVBE/DBE PARTICIPATION
STATEMENT OF PARTICIPATION**

Name of Contractor: _____

MBE/WBE/DVBE/DBE Subcontractor/Supplier Participation:

Name of Subcontractor/Material Supplier (Identify MBE/WBE/DVBE/DBE in parentheses after name)	Nevada Certificate Number	Expiration Date	Contract Item	Contracted Value of Work	Percent of Total
1.					
2.					
3.					
4.					
5.					

SUBTOTAL \$ _____

I do solemnly declare and affirm under the penalties of perjury that the content of the foregoing documents are true and correct to the best of my knowledge, information and belief.

CONTRACTOR:

Signature _____	Date _____	Print/Type Name and Title _____	Print/Type Name of Firm _____
Number _____	Street _____	City _____	State _____ Zip _____

SUBCONTRACTOR DIVERSITY REQUIREMENTS

**FOREST CITY & THE WHITING-TURNER CONTRACTING COMPANY
CITY OF LAS VEGAS CITY HALL PROJECT
MBE/WBE/DVBE/DBE TRADE CONTRACTOR &
CONTRACT ACTIVITIES AFFIDAVIT**

Name of Contractor: _____

Contractor's Invoice # _____, for the period from _____ to _____

Payments to Diversity Subcontractors and Suppliers for the above period:

Name of Diversity Firm and type (M/W/DV/D/BE)	Amounts Paid to Diversity Firm This Month	Accumulative Amounts Paid To Diversity Firms To Date
A.	\$ _____	\$ _____
B.	\$ _____	\$ _____
C.	\$ _____	\$ _____
D.	\$ _____	\$ _____
E.	\$ _____	\$ _____
Total Diversity Payments This Month	\$ _____	Total Accumulative \$ _____

Diversity Percentage of Total Subcontract \$ _____

Manhours:

1. Total manhours this month _____.
2. Total Diversity manhours this month _____.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing documents are true and correct to the best of my knowledge, information and belief.

CONTRACTOR:

Signature

Date

Print/Type Name and Title

SUBCONTRACTOR DIVERSITY REQUIREMENTS

**FOREST CITY & THE WHITING-TURNER CONTRACTING COMPANY
CITY OF LAS VEGAS CITY HALL PROJECT
MINORITY BUSINESS ENTERPRISE/
WOMAN-OWNED BUSINESS ENTERPRISE/
DISABLED VETERAN BUSINESS ENTERPRISE/
DISADVANTAGED BUSINESS ENTERPRISE**

STATEMENT OF INTENT

The undersigned MBE / WBE / DVBE / DBE, _____,
(circle one) (name)

agrees to enter into a contract with _____ to
(name of Trade Contractor)

perform the work/services described on Forest City & Whiting-Turner

Statement of Participation for the dollar amount indicated, predicated on Forest City &

Whiting-Turner's execution of a contract with the above written Trade Contractor. The

undersigned MBE / WBE / DVBE / DBE is presently certified.

Diversity Signature

Date

Name Typed or Hand Written

Title

Nevada Certificate Number

REQUIREMENT FOR SUBCONTRACTOR BIDDING PROCESS

Forest City and The Whiting-Turner Contracting Company

COMPLETE A SEPARATE FORM FOR EACH AND EVERY DIVERSITY NAMED
IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number _____

Name of Prime Contractor: The Whiting-Turner Contracting Company

Name of MBE/WBE/DVBE/DBE: _____

Diversity Certification Number: _____

Work/Service to be performed by MBE/WBE/DVBE/DBE:

Materials/Supplies to be furnished by MBE/WBE/DVBE/DBE:

Subcontract Amount: \$ _____ (If this is a requirements
contract, the subcontract dollar amount may be omitted.)

The undersigned Prime Contractor and subcontractor agree to enter into a contract
for the work/service indicated above for the dollar amount or percentage indicated,
subject to the prime contractor's execution of a contract with the City of Las Vegas for
the above referenced contract number. The undersigned subcontractor is currently
certified as an **MBE/WBE/DVBE/DBE**.

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE/WBE/DVBE/DBE (REQUIRED)

Date



FOREST CITY

THE FOLLOWING IS A LIST OF MBE/ WBE/ DVBE / DBE FIRMS THAT WE WILL REACH OUT TO.

THIS LIST IS IN PROGRESS AND GETS UPDATED PERIODICALLY.



MASTER LIST

MSE / WBE / DBE / DBE

PROJECT

Subcontractor	NACES	Description of Work	Address	Contract	Phone #	Fax #	Email	NVIR #	SBA	WBE	DBE	DBE
1 Source		Fire Protection	3440 Highland Rd. Ste. 100, Las Vegas, NV 89103	Todd Wright	702-835-0001	702-251-0001	todd@toddwright.com	2020811248	WBE			Civ City Bus Ltd Dr.
SA Advertising		Signs	2920 N. Commerce St. North Las Vegas, NV 89103	Jose Ochoa	702-739-0369	702-739-0359	jochoa@saadvertising.com	2020812446	WBE			Civ City Bus Ltd Dr.
A-1 Concrete Cutting & Demo	239010	plus core drilling, electric sawing, etc. and excavation	6475 Freeway Ave. Ste. A, LV, NV 89118	Joe Montero	702-561-3131	702-897-6772	info@ajconcretecutting.com					DBE website
A-1 Contract Services		Final Cleaning	4700 W. Dewey Dr., #147, Las Vegas, NV 89118	Pam Washington	702-855-1990	702-855-7054						DBE
ACI Contracting & Development		Room Renovations	7611 S. Valley View Blvd., #A 110, Las Vegas, NV 89103		702-739-0374	702-667-9647						DBE
ADS Environmental & Construction		Demolition	3320 Sunrise Ave., Las Vegas, NV 89101	Nelson Gustafson								DBE
ADT Construction Group		Demolition	1335 E. Sunset Rd., Ste. J, Las Vegas, NV 89119	Ruben Viquez	702-892-1902	702-892-1957						DBE
AGA Plumbing & Mechanical		Plumbing	3651 Lindell Rd., Ste. D105, Las Vegas, NV 89103	Anthony Stanulis	702-521-6424	702-463-7661						DBE
A-J Signs Smith		Signs	3720 E. Flamingo Rd., Las Vegas, NV 89121	Kathleen Smith	702-569-3711	702-569-5248		2020812764	WBE			Civ City Bus Ltd Dr.
ALM Fire & Electronic Services (SAFE)		security, access control, CCTV, etc.	4655 Quaker City Dr. E., Las Vegas, NV 89103	Daniel Miller	702-312-6276	702-312-6276	daniel@almfire.com					SBA website
AMP Electric		Electrical	35 E. Horizon Ridge, #110-200, Henderson, NV 89002		702-400-6173							DBE
A-Ming Cleaning		Final Cleaning	1342 Tomson Dr., Henderson, NV 89012	Martha Wright	702-614-8432	702-614-8449						DBE
Academy Glass Co., Inc.		Glass & Glazing	5070 S. Anolis, #10, Las Vegas, NV 89118	Jana Shaffer	702-871-6988	702-871-6986						DBE
Acc Electric	23051	data digital, tv, light, underground, etc.	P.O. Box 42192 LV, NV 89116	Fran Conde Baker	702-457-4490	702-457-4536	bakerfrank@acc.com					DBE website
Acoustical Ceiling Lining, Inc.		Acoustical Ceilings	5209 S. Valley View Blvd., #242, Las Vegas, NV 89119	Elizabeth Hernandez	702-875-0620	702-875-7002						DBE
Adams Research, Inc.		Security Services	600 N. Rainbow Blvd., #165, Las Vegas, NV 89107	Eric J. Adams, Sr.	702-543-5055	702-543-5056	adamsej1@adams.net	2020811267	WBE			Civ City Bus Ltd Dr.
Adornit Specialty Company Inc.		Painting	3620 W. Reno, Ste. K, Las Vegas, NV 89118	Sherry Adornit	702-836-9772	702-836-9790						DBE
Advanced Architectural Metals		Ornamental Metal	1145 W. Hacienda Las Vegas, NV 89116	Laurea Ichn	702-697-7074	702-697-7075						DBE
Advanced Demolition Technologies	230810 & 26210	building demo & remediation services	3125 W. Alhambra Ln Ste 713, LV, NV 89118	Ruben Viquez	702-700-2884	702-700-2888	info@adtech.com					DBE website
Advanced Env. Consultants Inc.		Supplier	P.O. Box 31875, Las Vegas, NV 89136	Debrahena G. King	602-662-1708	602-662-3867						DBE
Advanced Fire Protection		fire protection	4912 S. Rainbow, KPMB 578, Las Vegas, NV 89103	Patricia Darrin	702-875-0086	702-875-0086		2020812249	WBE			Civ City Bus Ltd Dr.
Advanced Waste Services		dumpsters, hazardous waste, demo	2005 Vintner Rd., #103, Las Vegas, NV 89107	Chris	688-363-3636		info@advancedwaste.com					DBE
Agile Construction, LLC	236210	residential, commercial, etc.	5801 Ina Ave., Las Vegas, NV 89107		702-821-1506		info@agileconstruction.com					DBE website
Airtech Construction		Cermet	9343 W. Quabbin Rd., Elmer, MS 38632	Leslee Hardin	228-282-4437	228-282-2104						DBE
All American Asphalt Sealing & Rep.	237010	asphalt	1624 Hubbard Way Ste F, Reno, NV 89502	Tim Laro	775-745-7475	775-317-4864	info@allamerican.com	2020812446	DBE			Civ City Bus Ltd Dr.
All American Masonry & Tending		masonry & tending	P.O. Box 34417, Las Vegas, NV 89133	Jim	702-314-1904	702-314-1928	info@allamerican.com	2020812446	WBE			Civ City Bus Ltd Dr.
AL City Glass, Inc.		Glass Repair & Install	2740 Huber Heights Dr., Las Vegas, NV 89120	Bryan Walker	702-255-7375	702-831-9191	bryan@alcityglass.com					DBE
AL Systems Co.		Electrical	2600 N. Commerce St., North Las Vegas, NV 89103	Kim Kruglar	702-895-8288	702-895-8287						DBE
Allied Flooring Services		Floor materials & install	1722 Princeton Path, Las Vegas, NV 89136	Javier Carmona	702-647-7777	702-647-1036	javier@alliedflooring.com	2020812446	WBE			Civ City Bus Ltd Dr.
All of Times, Inc.		Paintwork & Asphalt Services	1596 Pooty Ave., Henderson, NV 89052	Nancy Secker	702-838-6405	702-838-6403		2020812446	WBE			Civ City Bus Ltd Dr.
Arizonan Masonry		Masonry	4625 Winn Rd., #105, Las Vegas, NV 89103	Tim Brooks	702-248-4898	702-248-1292						DBE
Arizone Federal Services	230100	industrial, commercial, roofing	2705 Riverside Cr., Las Vegas, NV 89117	Marc Pasino	702-498-4533		info@arizone.com					DBE
Arizone Chen		construction clean up	4320 W. Reno Ave., Ste. D, Las Vegas, NV 89119	Audra Tulin	702-871-1532	702-876-9233		2020811267	WBE			Civ City Bus Ltd Dr.
Arizone Countertops & Floors Plus 27 Interiors LLC		Countertops & floors	1909 Shoshone Pl., #11, Henderson, NV 89014	Judy Thornton	702-433-8816	702-433-8815						DBE
Arizone Sole, Inc.		Electrical	6000 S. Eastern Ave., #10, Las Vegas, NV 89119	Gennarucan Babu	702-869-8617	702-869-8614						DBE
Arizone Video Surveillance		fire protection	1421 E. Sunset Rd., Ste. #2, Las Vegas, NV 89119	Mal Davis	702-206-4643	702-498-5414	info@arizone.com	2020812446	WBE			Civ City Bus Ltd Dr.
Argon's Construction Cleanup		Final Cleaning	1250 W. Owens Ave., #3, Las Vegas, NV 89107	Beverly Westley	702-400-3134	702-446-3008						DBE
Arin Companies		Masonry	4150 W. Pioneer, Las Vegas, NV 89102	Leonard Dominguez	702-496-5411							DBE
Art-Elec Inc.		Electrical	3390 W. Hacienda Ave., #104, Las Vegas, NV 89118	Mal Hawkins	702-791-2759	702-527-9474						DBE
Architectural Lighting & Design		Lighting Systems & Supplies	1186 Wynnway Pl., Henderson, NV 89074	John Lutz/ArtisLutz	702-664-8585	702-664-8169	info@architect.com	2020812446	WBE			Civ City Bus Ltd Dr.
Art Form Signs & Lighting		Electrical	4620 W. Evans Avenue, Denver, CO 80239	Dianne Kensing	303-75-4641	303-75-4641						DBE
Artistic	230110 & 230100	decorative concrete, stucco & drywall	3021 Sheridan St., #150, LV, NV 89102	Michelle Williams	702-215-4275	702-215-7529	info@artistic.com					DBE website
Associated Construction Mgmt	236100	various const incl structural steel	4265 Calhoun Ave., Las Vegas, NV 89125	Chris Towery	702-326-3020		info@associated.com					DBE website
Atlas Construction Cleanup		Final Cleaning	4320 W. Reno, Ste. E, Las Vegas, NV 89119	Ernie Cortez	702-767-7435	702-767-4613						DBE
Autland Electric Gas Thornton Contractors, Inc.		Electrical	436 Melrose Heights, Henderson, NV 89052	Stacy Thornton	702-263-5477	702-814-5476						DBE
Ayer's Signs, LLC	339610	signs, neon lighting, etc.	4625 W. Pioneer Dr., #5, Las Vegas, NV 89103		702-252-3046		info@ayerssigns.com					DBE website
Azuma Steel		Steel Erectors	8275 S. Eastern, #200, Las Vegas, NV 89123	Luis Soriano	702-930-5461							DBE
Banana & Associates	237010 & 236210	high, street, bridge, commercial site prep	7373 Pecos Dr., Ste 170, Las Vegas, NV 89129	Aracelis Benitez	702-365-4475/1002	702-312-3681	info@banana.com					DBA website
Banish Fox Studio LLC		Decorative Finishing Contractor	3630 Coleman Street, North Las Vegas, NV 89032	Beth S. White	702-631-5963	702-645-3333						DBE
BET Plumbing Services	236210	Plumbing	1740 W. Sunset, Ste. K, LV, NV 89106	Kenneth Rollins	702-436-6071	702-436-6071	info@betplumbing.com					DBE website
BH B Shoring Contractors		Shoring	5252 Rocky Road, Las Vegas, NV 89130	BH Shoring	702-645-1870	702-645-1813						DBE
Black Diamond Asphalt	441110 & 332121	asphalt & concrete seal & mill & patch	110 Main St., Vacaville, CA 94909	Alison Pagan	800-448-8432	707-448-3407	info@blackdiamond.com	2020812446	WBE			Civ City Bus Ltd Dr.
Blue Star Barcade & Traffic Control, LLC		Traffic Control	2951 N. Lander, Las Vegas, NV 89115		702-899-1063	702-899-7877						DBE
Building Procurement LLC		doors & hardware	750 E. Redlands Bl., Ste 100, Redlands, CA 92373	Deborah Hoshizaki	714-703-6005	909-703-5017	info@buildingprocurement.com					DBE
CA Signs		Signage	10201 Glenview Blvd., Pasadena, CA 91101	David Robinson	818-656-4568	818-656-4408						DBE
CM Reprographics		Blueprinting	4445 S. Valley View Blvd., Las Vegas, NV 89103	Heather Flores	702-224-7577	702-875-3167						DBE
CP Procurement Services, Inc.		Purchasing/Installation Services	249 Blosswood St., Annandale, MN 55302	Catherine Petersen	319-274-3829	330-274-7614						DBE
Cable Design		Masonry, Ornamental Metal	629 Canyon Blvd., Wilmette, IL 60091	Kathleen Pope	847-256-8613							DBE

Subcontractor	NACE #	Description of work	Address	Contact	Phone #	Fax #	Email	NV Lic. #	SBA	Urban	Source
Carbide Best Fence Co., LLC		Fencing	2204 Hwy. 53, Parkinston, NV 89573		226/255-5043	226/255-5028					
Carroll-Hobby & Assoc.		Floor materials & install	5245 S. Rogers St., Ste. #11, Las Vegas, NV 89119	Carol Norby	702/450-0552	702/233-1762	carrollhobby@earthlink.net	286333.34			City City Bus Unit Dr.
Carroll-Made		Marble	4430 Bushcraft Court West, Las Vegas, NV 89116	Eileen Pao	702/448-8800	702/448-4300					
Casals Electric	230210	electrical contractor	2710 E. Pastor Ln Ste 2, LV, NV 89121	Daniel Casals	702 591-2053	702 454-0214	dcasals@casals1102.com				DDE website
Cerama-Tech of Southern NV		Paint & paint supplies	3187 E. Rochelle Ave., Las Vegas, NV 89121	Joseph Catania	702/799-3999	702/450-6704		1888429.345			City City Bus Unit Dr.
Certified Electric Supply Co.		electrical supply	4516 Mitchell St., North Las Vegas, NV 89051	Mario Aguirre	702/449-7751	702/449-4506					DDE
Champion Masonry		Masonry Materials	3100 Meade Ave., Las Vegas, NV 89102		702/640-4934	702/640-7220	lynnmiller@championmasonry.com	310314.345			City City Bus Unit Dr.
Cheneyville Steel Company	2330107	steel fabrication & erection	2890 Kings Ln., Las Vegas, NV 89156		702/443-4307		www.cheneyville.com				vip Velloz gen
Choice Construction		Electrical	3400 Silvia Ave., #17, Las Vegas, NV 89102	Choice Hooper	702/765-5555	702/765-7222					MDE
Chivale Services	541370, 541340	air eng. land survey, staking topography	1240 E. Solar St Ste 109, Falmouth, NV 89048	Oak Thompson	775 751-4113	775 751-3554	atompson@chivale.com				DDE website
Cleaning Resources Services		Final Cleaning	617 Greenview Dr., Las Vegas, NV 89155	Linda Williams							WDE
Chee Design LLC		Interior Design	3571 Red Rock St., Ste C, Las Vegas, NV 89103	Ann Fleming							DDE
Chet Safety, Fire & Paveco		Industrial Safety supplies	8700 Munichroter Rd., St. Louis, MO 63144	Catherine Blomson							WDE
Civics Cleaning Service	56170	ind construction clean up	3716 Straight Earing St, LV, NV 89129	Conce Guzman	702 289-7546	702 256-3435	conce@civics.com				DDE website
Construction Labor Services		Painting	2150 Old Government St., Mobile, AL 36606	Randy Bishop	251/475-5511	251/475-5322					WDE
Contract Flooring & Interior Serv	230330	flooring installation	1335 Greg St Ste 107, Sparks, NV 89431	Reddy Casas	775 359-7890	775 359-7798	reddy.casas@contractflooring.com				SBA website
Contract Flooring & Interior Services	230220	residential & commercial flooring contract	1335 Greg St Ste 107, Sparks, NV 89431		775 359-7890		rl.casas@contractflooring.com				vip Velloz gen
Courtyoung Tile	230330, 230310	install out flooring and stone tile set	3111 S. Valley View St E 132, LV, NV 89102	Remedy Valente	702 263-0655	702 227-3770	valentecourtyoung.com				DDE website
Cruz Construction Company	23710	painting & wall ending	119 Cuyamot Dr., Moundhouse, NV 89706	Shawn Cruz	775 863-6161	775 246-5556	shawn@cruzconstruction.com				DDE website
DNP, Inc.		Food Service Equipment	680 Kennedy Lane, Elbert, MS 38632	Louise White	238/582-7692	238/582-4583					DDE
Dennis Painting LLC		Painting	11562 Old Hwy. 61, North El, 1483, Rotterdam, MS 38664	Diana Darkooski							
Data Calling Services, Inc.		T. & Telephone	860 W. Barnes St., Boise, ID 83709	Joli Lloyd							
De La Vega Construction	220910 & 230910	earthwork	780 N. Evelyn Ave Ste 100, LV, NV 89101	Ruben De La Vega	702 330-8256	702 442-0916	ruben@de.com				DDE website
Design & Signs, Inc.		Signs	5980 S. Wayne Rd., Las Vegas, NV 89118	Janet Ford-Laffina-Holt	702/736-6443	702/736-8825					WDE
Diamond Head Sign Co.		Signage	3750 W. Toukani Ave., Las Vegas, NV 89105	Maria Vazhen-Douglas	702/760-8995	702/760-8993					WDE
Diamond Contractors	230230	O.C. and underground utilities contr	3401 Silvia Ste 18, Las Vegas, NV 89102	Jesus Gutierrez	702 737-3133	702 735-6670	jesus@diamondcontractors.com				SBA website
Diversified Communications Solutions	517410 & 517420	telecommunications services	2721 Lower Rd Ste O, N LV, NV 89030	Cheryl Hickman	702 312-6126	702 312-6132	cheryl@diversified.com				DDE website
Diversified Flooring Specialists, Inc.		Flooring	425 S. Valley View Blvd., #D, Las Vegas, NV 89118	Juan Pardo	702/655-7711	702/655-2331					MDE
Division 10, Inc.		Specialties	7720 Tandy Rd., #D7, Carlsbad, TN 38018	Christine Saunders	901/755-2623	901/755-8469					WDE
Don Davis Excavating & Paving	25593, 230110, 230115	excavating, grading & paving	3030 E Street, C Lake Tahoe, CA 96150	Don Garcia	530 577-0556	530 577-0221	don@don21.com				DDE website
Dv Right Construction	230110, 230115	concrete sidewalks, gutter, drain	4650 Bos Loma, Fair Oaks, CA 95628	Robert Davidson	916 471-6983	916 791-2917	rob@dvright.com				DDE website
Dugan Enterprises, LLC	230220	various site cleanup, finishing, clean	4509 Doreen Way Ste 124, N. Las Vegas, NV 89058		702/442-1498		Wagner@dugan-llc.com				vip Velloz gen
ETI		Milwork	365 Canal St., New Orleans, LA 70130		504/527-0500						MDE
Eagle Graphics Systems, Inc. dba Eagle View		Signs	4290 S. Pecos Rd., #808, Las Vegas, NV 89109	Ruth Whelan	702/725-6922	702/725-8944					SDE
Earthline Drapery Shack	33762, 441130	curtain window treatments	5795 Maryland St., LV, NV 89130	Earline Downey	702 645-1134	702 645-8767	earthline@earthline.com				DDE website
EI Camino Construction	230510, 230910	earthwork, dirt contr, demo & underground	5581 Cavallone Meadow Dr., LV, NV 89130	Daniel Drenali	702 219-8316	702 306-8700	dnali@ei.com				DDE website
Ensmall Desert Garden Services Inc.		Landscape Services, Plant Design & Installation	5404 Sweet Ave., Las Vegas, NV 89106	Mayer Freeman	702/504-8891	702/504-9891		2088033.512			City City Bus Unit Dr.
Enviro Tech Products & Services	56170	fire protection	3576 E Russell Rd, LV, NV 89120	Sandra Schmitt	702 454-0882	702 454-0079	envirotech@enviro.com				DDE website
Extrude Flooring, Inc.		Flooring	331 F Woodman Ave., Las Vegas, NV 89108	Maria E Estrada	702/503-0072	702/503-0017					WDE
Exhaling Ignition Products		Landscape Services, Plant Design & Installation	72 Spectator Blvd., Las Vegas, NV 89101	Pete Luria	702/439-8538	702/439-7525	pete@exhaling.com	1888073.163			City City Bus Unit Dr.
FCS Flooring Inc.		Flooring	6455 Industrial Rd., Ste. D, Las Vegas, NV 89119	Debi Freeman	702/697 8997	702/697 9911					WDE
First Choice Coatings	42265 & 44412	paint, industrial coating specialists	7596 Commercial Way Ste C., Henderson, NV 89015	Mary Parks	702 665-6835	702 565-7039	mary@firstchoice.com				DDE website
Flannery & Sons Construction Services		Signage	7740 Commercial Way, Henderson, NV 89015		702/696-3200	702/696-3130					WDE
Forman/Chad Global Electric	226113, 226225	residential & small commercial & Elec Contractor	9901 Conington Cross Dr. Ste 129, LV, NV 89144	John Foreman	702 228-5086	702 228-0677	john@forman-electric.com				DDE website
Foreman, Inc. dba Hazen Survey		Surveying	9901 Conington Cross Dr. Ste 130, LV, NV 89144	John Foreman	702 228-5066	702 228-0677					DDE
Freeman Carpet Services		Flooring	3150 Ponderosa, Las Vegas, NV 89118	Kenny Freeman							
G & C Equipment Corp	422310, 423330	constr equip & materials supplier	1875 W. Redondo Beach Blvd #102, Gardena, CA 90247	Glen Hale	310 515-6715	310 515-5046	glen@ge.com				DDE website
GC Construction	230210	electrical contractor	4130 Ardis Spring Ave Ste #7, Las Vegas, NV 89131	Gilbert Cones	702 644-6536	702 644-5575	gilbert@gcconstruction.com				MAREE
GFIH		Sand	P.O. Box 110, Long Beach, MS 39603	Steven Platt	228/656-1008	228/656-2079					WDE
GTHH LLC	2309 30	hanging contractor	3455 E. Pecos Ln Ste #1 Las Vegas, NV 89120	Tom Kaywood	800 389-3818	703 434-7775	tom@gtthh.com				SBA website
Gary Romero, Inc.		Doors & Frames	FMH 409 0175 S. Virginia St., #500, Reno, NV 89511	Gary Romero	775/824-0897	775/824-0897					DDE
Genex Group		Lighting Systems & Supplies, wall coverings	3711 S. Industrial Rd., Ste T 5.2., Las Vegas, NV 89130	James Caffrey	702/555-8267	702/242-3456	genex@genexgroup.com	2088076.514			City City Bus Unit Dr.
Gib Kitchen Equipment		Food Service Equipment	2128 Essey Ct., Crofton, MD 21114	Laura G & Jonkison	410/451-4600						
Gipson Mechanical Contractors		Plumbing	320 Highland Dr., Las Vegas, NV 89103	Anne-Merle Murrel	702/689-5960	702/689-0330					MDE
Giroux Glass		Glass Repair & Install	5620 S. Highland Dr., Las Vegas, NV 89109	Anne-Merle Murrel	702/689-5960	702/689-0330		1000395.24			City City Bus Unit Dr.
Globet Electric		Electrical	9901 Conington Cross Dr., #150, Las Vegas, NV 89144	James Caffrey	702/555-8267	702/512-3463					DDE
Heppner Hardwoods, Inc.		Supplier	555 W. Esplanade St., Azusa, CA 91702	Larry Hoyer	626/969-7983	626/969-9321					WDE
Horton Barriers		Surveying	9901 Conington Cross, #130, Las Vegas, NV 89144	John Foreman	702/228-5066	702/228-0677					DDE
House of Builders	42169, 444810	electrical wholesaler	1319 S. Commerce St, LV, NV 89102	Jacqueline Guerra	702 437-0417	437-0500	houseofbuilders.com				DDE website
J & K Clean	561720	janitorial services	616 Brown Brothers Ave., N LV, NV 89001	Tim Meddow	702 860-8796	702 657-9520	jkc@jkc-cleaning.com				DDE website
JAG Mechanical Group, LLC	230910, 230900	Mechanical	3400 W. Dwyer Inn Rd., #225, Las Vegas, NV 89162	Jeremy Dwyer	702/253-6919	702/587-1692					MDE
Industrial Support Technologies		concrete cutting & sawing	P.O. Box 91225, Henderson, NV 89009	Viki Seelig	800 541-6004	702 565-7617	info@ist.com				DDE website

Subcontractor	NACCS #	Description of Work	Address	Contact	Phone #	Fax #	Email	NV Lic #	SEA	Unrec	Source
Inner City Signs		Signage	566 E. Brooks, North Las Vegas, NV 89030	Pat Tucker	702-630-5296				MDE		
Insight Industries Inc.	332510	Structural metal structures	2000 Arrowhead Dr., Carson City, NV 89708		775-882-2277		info@insightindustries.com				web: Vebiz.gov
J & J Construction & Excavating	230990, 330910	excav & grading, m/c, concrete	170 W. Goshen St., Pahrump, NV 89055	Harman J. Jensen	505-657-0226	309-476-4232	jensenh@subcontractors.net				DRE website
JF Duncan Industries		Food Service Equipment	9201 Sorrento & Gay Rd., Downers, CA 90241	Johnny Wong	562-862-4289	562-869-1899			MDE		
JJ Dahl Supply Co.	230550, 230552	Electrical supply	P.O. Box 393, Tucker, GA 30005	Dorinda Murph	770-550-2900	770-550-9515			MDE		
J.P. Flooring (J & R Flooring)		flooring installation	4140 W. Reno Ave., LV, NV 89118	Jane P. Givette	702-498-6370	702-735-2553	jane@jpflooring.com				DRE website
J. Vallo Inc.	230620	General Painting, Wall Covering Install, Paint & Wallpaper	6949 Surrey Ct., Las Vegas, NV 89146	Joseph Escudé	702-656-3243	702-697-3319	joe@jvallo.com				DRE website
JMB Construction		tracing, drywall, painting, ceiling	3330 S. Sunset Ave. Ste 102, Las Vegas, NV 89101	Majorie Davis	702-731-5831	702-731-5832	info@jmbconstruction.com	57291 & 57794		N	ref: web
JPL Engineering, Inc.	541302, 541370	Surveying	5008 West Post Rd., Las Vegas, NV 89118	James P. Lopez	702-898-4269	702-896-2647	jpl@jpl.com				DRE website
J.P. Painting Company	230620	Comm. & Residential Painting	4532 Crystal Street St., Las Vegas, NV 89031	Jose Luis Torres	702-526-7037	702-649-7419	jose@jppainting.com				DRE website
JV Seelye & Superior LLC	423430	Supplies, Equipmt and Safety Consult for Contractors, Mechanical, Steel, Local	3111 S. Valley View Dr. B120, LV, NV 89102	Julie Seelye	702-953-6556	702-953-6897	jseelye@jvsc.com				DRE website
Johnson Maintenance		Final Cleaning	3258 Gold Run St., North Las Vegas, NV 89052	David Johnson	702-640-4846	702-640-2452					DRE website
JRM LLC		Mechanical	121 Woodland Ave., Woodstock, ME 39075								
Jordan Electric Inc.	230610	Comm. & Residential Elec. Services Contractor	6280 S. Valley View Blvd., Ste. 216, Las Vegas, NV 89118	Kallen C. McManus	702-220-7912	702-220-4233	kallen@jordanelectric.com				DRE website
Jordan's Company		Food Service Equipment	4610 Duranville Ave., #103, Encinitas, CA 94136	Bernard Osis	619-590-5693	619-566-2097					
Jord Agan A/C & Heating Co.		HVAC Services, parts & supplies	7209 Bugabone St., Las Vegas, NV 89131		702-859-6567	702-655-9227	jag@jordagan.com				DRE website
J.C. Electric		Electrical	4123 Nyeon Trail Ave., Las Vegas, NV 89119	Ledger Cardley	702-696-6824	702-696-3534					DRE website
Lan Contracting		Highway Roadway Lighting & Traffic Signals	3008 Monte Carlo, Las Vegas, NV 89102	Leila A. Moyers	702-421-4875	702-423-8486	leila@lancontracting.com				DRE website
Larson's Contracting		Concrete	P.O. Box 22041, Olathe, KS 66065	TC Walker	228-871-4425	228-871-4467					DRE website
Las Vegas Civil Engineering	541330	Civil Engineering Services	225 N. Rampart, #418, Las Vegas, NV 89108	Joey DeBello	702-615-6771	702-615-6771	jdebello@lvcivil.com				DRE website
Las Vegas Traffic Control LLC	561930	Comm. Drywall, Paint & Finish Contractor	4606 Cadden Ridge St., Las Vegas, NV 89147	Janet Smith	702-591-1144	702-591-8943	jane@lvtc.com				DRE website
Lawrence Crane Throwing & Design		Drywall	179 Hwy. 6 East, Olathe, KS 66065	Wanda Lawrence	662-291-0907	662-291-0906					DRE website
Leary Tree Enterprises	enrty	Comm. Mgmt, proj. control, scheduling	701 N. Green Valley Pkwy Ste 200, Henderson, NV 89074	Paul Adams	702-890-3476		paul.adams@learytree.com				web: Vebiz.gov
LE Equipment Certification Co.		Heavy Equipment	3265 G.W. Patrick Ln., Las Vegas, NV 89118		702-798-8540	702-798-1603	info@leequipment.com				DRE website
Lighting Industries INC/VC Supply		Concrete Painting Material, Concrete Accessories	9070 Hyslop Dr., Rancho Cucamonga, CA 91750	Conroy Lightfoot	909-751-1775	909-751-1765	conroy@lighting.com				DRE website
Lite Up Electric	230610	Electrical Contractor	216 Seahawk St., Las Vegas, NV 89145	Rene M. Cervantes	702-424-9775	702-424-9775	rene@luelectric.com				DRE website
Lloyd's Refrigeration		Refrigeration	5528 W. Topanga, Las Vegas, NV 89103	Steve Fitzgerald	702-796-1010	702-796-6631					DRE website
LMD Construction	230620	Commercial building contractors	3887 S. Valley View #11, Las Vegas, NV 89103	Lee Duane	702-362-9131	702-362-6322	lee@lmdconstruction.com				web: Vebiz.gov
Lucan Contracting Inc.		Concrete	1821 Willow Trail, Las Vegas, NV 89106	Tish Walsh	702-636-0576	702-636-0573					DRE website
M2G Master		Masonry, Misc. metal, specialty glass	6325 McLeod St., #2, Las Vegas, NV 89120	David Ryder	702-610-5107	702-610-5917					DRE website
MTEC Electric Inc.		Electrical	5365 River Glen Dr., #209, Las Vegas, NV 89103	Nick Daring	702-883-1177	702-247-7331					DRE website
Mat Dog Heavy Equipment		Graveling & Paving Contractor	330 E. Warren Springs Rd., Las Vegas, NV 89119	Ann Farnesi	702-720-6225	702-720-8226	ann@matdog.com				DRE website
Melko Contracting		Comm. Drywall, Paint & Finish Contractor	4528 W. Reno Ave., #1, Las Vegas, NV 89118	Henry Peretz	702-631-0800	702-631-3001	henry@melko.com				DRE website
Mahoney's Glass & Blind		Window Coverings	1104 S. 1st St., Las Vegas, NV 89104	Bobby Mahoney	702-726-5001	702-726-3684					DRE website
Maw One Excavating		Excavation	6640 W. Cheyenne Ave., Las Vegas, NV 89108	Matt Blanchard	702-856-1556	702-645-7793					DRE website
Maximum Enterprises dba Maximum Refrigeration		HVAC Services, parts & supplies	4441 Paloma Ave., Las Vegas, NV 89103		702-515-3777	702-640-0608	info@maximumrefrigeration.com	20386 & 246		M	City City Bus Unit Dr.
McNelly Cleaning Service		Janitorial/Cleaning Service	3077 Meadows Dr., Sparks, NV 89431	Charles McNelly	775-558-4422	775-558-2267	charles@mcnellycleaning.com				DRE website
Mechanical Insulation Specialists		Mechanical	2245 N. Green Valley Pkwy., #209, Henderson, NV 89014	Cyrille Daley	702-566-1001	702-566-1001					DRE website
Mirage Tile & Marble		flooring & counter install	4306 S. Valley View Ste 14, Las Vegas, NV 89103	Christina Kacub	702-476-9595	702-476-0202					DRE website
MT Electronics LLC		Security Alarms, Elec. Systems, A/V	7008 Pleasant St., Las Vegas, NV 89123	Louie Maraud	702-429-1337	702-541-0575	info@mtelectronics.com				DRE website
Mavis Construction Company		General Engineering and Highway & Street Construction	1540 Nance Lane, Yuba, NV 89055	Regina Navarero	775-752-3267	775-752-2139	regina@navareroconstruction.com				DRE website
MEDCO Supply		electrical supply	4200 W. Spring Mountain Rd., Las Vegas, NV 89102	Marshall Hunt	702-567-7040	702-567-2574					DRE website
Meyer & Moore		Geotechnical	6700 Paradise, Ste. E, Las Vegas, NV 89110	Finton Gaffey	702-420-0300	702-423-0707					DRE website
North American Trade Group		Metalwork	13001 Hwy. 105 West, Corpus, TX 77506		836-598-1010						DRE website
Northwest Ductwork and Power Inc.		Supplier of Ductwork, Cable & Wire and Test Equipment	6401 Main St., Ste. 105, Reno, NV 89501	Kelly LaFayette	775-786-0475	775-786-1600	kelly@northwestductwork.com				DRE website
O'Connor Construction Mgmt		Scheduling/Estimating	229 Pahrump, #210, Las Vegas, NV 89119		702-896-6926						DRE website
O'Malley Construction, Inc.		Highway Heavy & Site Work Concrete Installation	35769 241st Ave. N. Center, MN 56057	Lot O'Malley	507-557-7430	507-557-7419	info@omalleyconstruction.com				DRE website
Owens Company		Masonry	2820 University Ave., Minneapolis, MN 55414	Ken Vetterling	612-931-1582	612-931-1582					DRE website
Pacific Cable Construction Inc.		Construction - Cables, Acoustical Tile Installation	1980 Pacific Ave., Sparks, NV 89431	Constance Cannon	775-322-4170	775-331-4581	conce@pacificcable.com				DRE website
Paul SA Gage Company		Construction - Cables, Acoustical Tile Installation	1905 S. Highland Ave., Las Vegas, NV 89102	Paul SA Gage	702-706-1211	702-706-0403	paul@paulgage.com				DRE website
Practical Flooring Inc.		Floor Covering Contractor, Sales & Installation	9011 W. Cheyenne Blvd., Ste. 2-308, Las Vegas, NV 89117	Devinne Ryland	702-799-2466	702-799-9536	devinne@practical.com				DRE website
Premier Traffic Control Inc.	561930	Traffic Control & Flagging	P.O. Box 26644, Las Vegas, NV 89126	Janet Green	702-229-3684	702-229-8956	jane@premier.com				DRE website
Pueblo Electrical Services Inc.	230610	Electrical Contractor	2615 Winston Ave., Las Vegas, NV 89109	Shawn Gutierrez	702-263-7880	702-697-7852	shawn@pueblo.com				DRE website
Pueblo Tribe LLC		Drywall	4180 W. Pioneer, #C, Las Vegas, NV 89102	Larry England	702-767-2411	702-767-2011	larry@pueblotribe.com				DRE website
PUB Equipment		Equipment Supplier	4260 S. Polaris Ave., Las Vegas, NV 89103	Al Burns	702-676-6666	702-697-0269					DRE website
RJM McQueen Contracting		Site Preparation	12 McQueen Lane, Collins, MS 39428	Regina McQueen	601-765-6561						DRE website
Remington Resources Inc.		Window/Door & Glass Installer	4511 W. Sahara Ave., Las Vegas, NV 89102	Luis Valera	702-561-0819	702-561-0910	luis@remingtonresources.com				DRE website
Rogers Brothers Construction	230610	Driveway & Installation	3170 Pahrump Ave. Ste. 1, Las Vegas, NV 89102	Brian Rogers	702-424-6444	702-223-2239	brian@rogersconstruction.com				DRE website
Rodan Construction Inc.		Demolition Contractor	2655 Pahrump Rd., Henderson, NV 89016	Jerry Rodan	702-729-3366	702-729-6909	jerry@rodan.com				DRE website
Rodan Rodin Shutter Inc.		Signs & Installation of Rolling Shutters, Greenhouses & Siding	6168 W. Charleston Blvd., Las Vegas, NV 89102	Frances Minozzi	702-726-1072	702-726-2957	frances@rodan.com				DRE website
Romero Door & Hardware		Door & Hardware Supplier	63 Glen Canyon Circle, Sparks, NV 89431	Wende	775-556-6321	775-556-2796	romero@romerodoor.com				DRE website
Rose 7Hills LLC		Signage Designer	145 W. 50th St., 12th fl., New York NY 10019	Richard J. Willard	917-559-8633						DRE website

Subcontractor	NACCS #	Description of Work	Address	Contact	Phone #	Fax #	Email	NV Lic #	GBA	Urban	Source
Pura Electric, Inc.		Electrical Contractor	9902 E. Main St., Mesq. AZ 85207	Judith Biberdorf	480596-1488	480594-0319	pura@pura.net				DBE website
Pura Steel Company		Erection of Structural Steel	3652 N. Rancho Dr., Las Vegas, NV 89130	Russ Bolzani	702-242-6970	702-242-8974	rusbolz@pura.com				DBE website
Ryan Mechanical, Inc.		Mechanical	9338 Wynn Rd., Las Vegas, NV 89102	Judy Hill	702-631-7777					WBE	
S&J Finishing		Finishing	1325 E. Sunset Rd., Ste. 4, Las Vegas, NV 89119	Ruben Viquez	702-262-1952	702-262-1957				DBE	
STG Enterprises		Finishing Supplier	16135 Landon Rd., Olathe, MO 64506	Thomas Volney	238691-9040	238691-9440				MBE	
Stanton-Taylor Mfg. Co.		Metalwork	P.O. Box 8028, Jackson, MS 39206	Francis Friley	601-962-5333	601-961-7504				WBE	
Stella Landscapes, Inc.		Landscaping Services Plant-Design & Installation	P.O. Box 570937, Las Vegas, NV 89157		702-450-7244	702-450-7203	stella@stella-landscapes.com			MBE	City of Las Vegas
Stella Glass & Mirror		Glass & Glazing	5420 Cimarron St., Ste. D, Las Vegas, NV 89118	Timothy C. Shields	702-506-4004	702-502-1348				WBE	
Silver State Janitorial		Commercial Janitorial Services	1800 S. Decatur Blvd., Las Vegas, NV 89102	Mark Fernandez	702-525-3145	702-522-2138	rcs@silverstate.com				DBE website
Slipstream Associates, LLC		Engineering/Grading	2005 Burton Ave., Las Vegas, NV 89102	Laura Mulvan	702-876-5500	702-876-5502				WBE	
Star Star Cleaning & Services		Construction Clean up	1621 E. Sunset Rd. Ste C107, Las Vegas, NV 89119	Rosemary Phillips	702-641-2627	702-641-8611	starstar@starstar.com			MBE	City of Las Vegas
Stellar Construction		Site Preparation	3926 Ponderosa Way, Las Vegas, NV 89118	Shawn Goodman	702-262-0188	702-262-0180				MBE	
Star Electric	23620	Electrical Contractor	3040 N. Las Vegas Blvd., Las Vegas, NV 89116	Dave Colegrove	702-234-7533	702-638-7878	dave@star-electric.com			MBE	GBA website
Southwest Material Handling		Construction Clean up	3121 Builders Ave., Las Vegas, NV 89101		702-432-2200	702-432-2178	info@swmhc.com			MBE	City of Las Vegas
Star's Electrical Company, LLC	none	Electrical supply	1009 Allen Rd. P.O. Box 1002, Fallon, NV 89407		775-425-5138		starselectrical@comcast.net				WBE website
State of Nevada Art Powder Coating		Paint & paint supplies	3680 W. Reno, Las Vegas, NV 89118	Pete Aguilar	702-222-4756	702-222-4203	pete@stateofnevada.com			MBE	City of Las Vegas
Stembridge, LLC		Metal work & materials	5325 W. Sunset Rd., Ste. E, Las Vegas, NV 89116	Kimberly Michaels	702-450-6787	702-407-8549	kimberly@stembridge.com			WBE	City of Las Vegas
Stembridge Enterprises, Inc.		Installation of Ceramic Tile & Natural Stone	131 Industrial Way, Fallon, NV 89406	Duane Concy	775-423-0306	775-423-0307	duane@stembridge.com			DBE website	
Stevens Pile Inc.	230210	Any protection	4500 Donovan Way #102, N. Las Vegas, NV 89001	Glen Brown	702-228-0193	702-228-6739	stevens@stevens.com			MBE	GBA website
Sun Valley Electrical Supply		Electrical supplier	1104 W. Mayflower St., N. Las Vegas, NV 89000	Rick Butler	702-645-7751	702-645-6306				DBE	
T&M Mgmt & Landscaping		Landscaping Services	4781 Shovelton Dr., North Las Vegas, NV 89071	Anthony Aguiar	702-645-0171	702-645-0571	tandm@tandm.com				DBE website
TM Electric		Electrical	7535 Placid St., Las Vegas, NV 89125	Luis Marmul	702-439-1927	702-441-9875				DBE	
TECH-900	541330	engineering services	5010 Lundy Blvd. Ct., Reno, NV 89503		775-448-9778		info@tech-900.com				WBE website
TL Smith Inc.		Cutting, Grinding, Flaming Strips, Drilling & Restoration Work	5120 N. La Cumbre Blvd., Tucson, AZ 85705	Anne R. Smith	520-293-1816	520-293-1768	anne@tlsmith.com				DBE website
Thor Construction		Concrete	7235 Bermuda Rd., Ste. H, Las Vegas, NV 89119	Richard Copeland	702-268-2007	702-268-7895				DBE	
Thorn Enterprises dba Author Electric		Electrical	498 Malibu Heights, Henderson, NV 89052	Suey Thornton	702-963-5477	702-614-5478				MBE	
Tide-Beater Tile Corp.		Tile supplier	5699 Caliente Rd., Orchard Park, NV 14127	Elizabeth Koch	716-672-1500	716-672-1004				WBE	
Traut Construction, Inc.		Franchising, Surfacing, Paving, Planning & underground utilities	P.O. Box 80640, Sparks, NV 89405	Eden Thelton	775-958-6816	775-958-6820	traut@traut.com				DBE website
Tri County Construction		Excavation/Work Underground Utilities	1321 Enterprise Way, Carson City, NV 89702	Daniel Dossy	775-771-2346	775-893-2294	tricon@tricon.com				DBE website
Tri Power, Inc.		Heavy Equipment	2313 Brady Ave., Las Vegas, NV 89101	Babe Porter	702-599-5761	702-599-3762	sales@tripower.com			MBE	City of Las Vegas
Tru-Oak Group, Inc.		Landscaping Services & Plants	119 Tru Oak Dr., Simi, CA 94861	Jed Reine	949-665-7050	949-662-4054				DBE	
Tru-Rivers Electrical Supply		Site, Warehouse, Warehouse, Firearm, Lighting for Airports & Railways	200 Main St., Boise, ID 83721	Tresson A. Long	208-392-0620	208-392-0621	tru@tru-rivers.com				DBE website
Valley Custom Interiors		Metalwork	6634 W. Bonanza Ave., #A-7, Las Vegas, NV 89119	Bill Gravelle	702-268-6005	702-268-6004				MBE	
Visual Indigies Inc.	541310	landscape planning & arch	118 Corporate Park Dr. Ste 123, Henderson, NV 89074	P. Thompson	702-243-5090	702-243-5007	info@visualindigies.com				WBE website
Waterside Supply Inc.		Material Supplier	4214 Bernice Dr., Las Vegas, NV 89103	Araceli Estrada	702-264-2003	702-264-3146				DBE	
Wendy Corporation		Excavation	2720 N. Nellis Blvd., Las Vegas, NV 89115	John Wiley	702-644-0187	702-643-1713				DBE	
White Grove Construction Company		Final Const. Cleanup & Janitorial Services	6320 McLeod Dr., #4A, Las Vegas, NV 89120	Tacy R. Michelson	702-739-6041	702-739-6094	whitegrove@whitegrove.com				DBE website
Widmark Pottery Graphics		Signage	1244 Stearns Dr., Los Angeles, CA 90035	Enola Widmark	323-957-7443					WBE	
Work Zone Traffic Services, Inc.		Traffic Control	4300 W. Reno Ave., Ste. H, Las Vegas, NV 89118	Heather Hunspeck	702-435-8887	702-434-9887	info@workzone.com			WBE	City of Las Vegas
World Floortec Inc.			2901 S. Highland, Las Vegas, NV 89109								

WEBSITES

To get updated lists of registered disadvantaged businesses.

Nevada DBE Program

<http://nevadadbe.com/dbe-vendors>

This is a list of D.B.E. contractors, consultants and suppliers certified by the Nevada Department of Transportation (NDOT) in the Disadvantaged Business Enterprise Program.

VetBiz Registry (a link from sba.gov which is worth exploring)

<http://www.vip.vetbiz.gov> then "Search for a Business"

The VetBiz Registry is a service of the Department of Veterans Affairs and the Center for Veterans Enterprise.

CCR Central Contractor Registration

<http://www.ccr.gov>

Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions.

NAICS --- North American Industry Classification System

<http://www.census.gov/eos/www/naics>

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the Standard Industrial Classification (SIC) system. It was developed jointly by the U.S. Economic Classification Policy Committee (ECPC), Statistics Canada, and Mexico's Instituto Nacional de Estadística, Geografía e Informática, to allow for a high level of comparability in business statistics among the North American countries.

Chambers of Commerce, Nevada

<http://www.nevadaweb.com/chambers>

This site will give you a list of all the chambers of commerce in Nevada.

Nevada State Contractors Board

<http://www.nvcontractorsboard.com>

Use this site to double check a subcontractor is licensed in Nevada.

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Certifying & Licensing

All participating **MBE/WBE/DVBE/DBE'S** will be required to be certified and licensed in order to assure both compliance with Nevada law as well as in order to be able to measure the success of our Diversity Plan implementation.

The following Certifying and Licensing organization will be deemed acceptable for the purposes of **MBE/WBE/DVBE/DBE** qualification:

Nevada Department of
Transportation (NDOT)
1263 S. Stewart St.
Carson City, NV 89712
(800) 267-1971

Small Business Association (SBA)
400 S. 4th St. Suite 250
Las Vegas, NV 89101
(702) 388-6611

Nevada Minority Business
Council (NMBC)
1785 E. Sahara, Ste. 360
Las Vegas, NV 89104
(702) 894-4477

Clark County/McCarran Airport
P. O. Box 11005
Las Vegas, NV 89111
(702) 261-5161

Women's Business Enterprise
National Council
1120 Connecticut Avenue, NW, Suite 1000
Washington, DC 20036
(202) 872-5515 ext. 10

Department of Veterans Affairs
810 Vermont Ave
Washington, DC 20420
(202) 461-4902

State Contractors License Information

NEVADA

State Contractors Board
2310 Corporate Circle, Suite 200
Henderson, NV 89074
(702) 486-1100
Fax: (702) 486-1190 <http://www.nscb.state.nv.us>

State Contractors Board
9670 Gateway Drive, Ste. 100
Reno, NV 89511
(775) 688-1141
Fax: (775) 688-1271 <http://www.nscb.state.nv.us>
E-mail: cntractr@govmail.state.nv.us

ADVERTISING CHECKLIST for City of Las Vegas City Hall

Print media to place Solicitation in ad format.

			Request Sent	Dates Running
	Publication Days	Ad Req. Deadline		
Las Vegas Review Journal	daily	a.m., 2 days prior to pub		
Las Vegas Sun	daily	a.m., 2 days prior to pub		
El Tiempo Libre	Fridays	1 pm Friday prior		
El Mundo	Saturdays	2pm Wed		
Construction Notebook	Mondays	12pm Wed		
Las Vegas Black Image	Mondays	12pm Wed		
Urban Voice Magazine	Monthly			
Las Vegas Sentinel Voice	Weekly			
Uptown News	Monthly			

Other media sources to share Solicitation of Interest.

		Request Sent	Dates Running
<u>via e-mail request-</u>			
Website bulletin boards for the following Organizations:			
American Indian Chamber Commerce			
Asian Chamber of Commerce			
Latin Chamber of Commerce			
Urban Chamber of Commerce			
Women's Chamber of Commerce			
Ward 5 Chamber of Commerce			
NAWIC (National Assoc. of Women in Construction)			
NAMC (National Assoc. of Minority Contractors)			
National Action Network			
NAACP			
<u>(Offices and external communications of NV Small Business Dev. Ctr)</u>		Request Sent	Dates Running
Nevada Small Business Development Center			
Nevada Procurement Outreach Program			
Nevada Minority Business Council			
Nevada Minority Business Enterprise Center			
Clark County Business Development Division			
Nevada Microenterprise Initiative			

pub. Fri. deadline
Thurs morning.

THE WHITING-TURNER CONTRACTING COMPANY

6720 VIA AUSTI PARKWAY, SUITE 300 LAS VEGAS, NEVADA 89119
ph 702 650-0700 fx 702 650-2650

Statement of Qualifications

FOREST CITY &
THE WHITING-TURNER
CONTRACTING CO

REQUESTS SOQ's
FROM ALL INTERESTED
MINORITY, WOMEN,
DISABLED VETERAN
BUSINESS ENTERPRISES
& DISADVANTAGED
BUSINESS FIRMS
TRADES FOR
CONSTRUCTION OF

City of Las Vegas City Hall

SOQ's
CAN BE OBTAINED FROM
WHITING-TURNER.
MUST HAVE A NV
LICENSE.

LV City Hall
C/O THE WHITING-
TURNER
CONTRACTING COMPANY
6720 VIA AUSTI PKWY
STE 300
LAS VEGAS, NV 89119
PHONE 702 650-0700
FAX 702 650-2650

ALL SOQ's NEED TO BE
RECEIVED BY
May 8, 2009

PUB: April 2009
LV Review-Journal

e-mail to legals@reviewjournal.com

Please run this ad on the following dates:

RJ / Sun --

M-T	Mar 30 & 31
M-T	Apr 6 & 7
M-T	Apr 13 & 14

El Tiempo --

weeks of	Apr 6 - 10
	Apr 13 - 17

If you have any questions please call me at
650-0700 or email me at
david.lee@whiting-turner.com

Thank you,
Dave Lee

760 N. Eastern #110 Las Vegas Nv 89101
Phone 702-649-8553 Fax 702-649-7429

**Deadline for Ads is 2:00 p.m.
Wednesday 30 Words for \$20⁰⁰
66¢ each additional word**

* Required information for billing needed before 2:00 pm Wednesday

*Name _____

*Address _____ *Zip _____

Phone _____ Fax _____

*Credit Card _____

*Expiration _____ ONLY: VISA / Master Card / American Express

Total Weeks	_____
Start Date	_____
End Date	_____
Cost	_____
Other	_____
Fee	_____
Total Due	_____

CLASSIFIED AD

Ad's being translated should not exceed 25 words in order to avoid a translation fee.

ENGLISH

SPANISH

FOR RENT

Apartment	
Homes/Rooms	

FOR SALE

Business/Land	
Homes	
Employment	
Cars for Sale	
Prof. Services	
Miscellaneous	

Place Ad Information Below

No Changes!!! No Refunds or Credits All Sales Are Final!!!

Advertising Policy: El Mundo reserves the right to refuse the publication of any advertisement, reclassify any advertisement and omit any offensive words or phrases. Please examine your advertisement the first time that it is published; in the event of an error or omission, notify El Mundo immediately to correct your advertisement. El Mundo will not be responsible for noncompliance by not publishing your classified as requested, and also for publishing your advertisement for more than one incorrect insertion. In the case of any error or omission in the printing or publishing of an advertisement, El Mundo's responsibility will be limited to an adjustment for the cost of the first insertion of the classified that contains the error or omission. The maximum responsibility of El Mundo will be the cost of republishing the corrected advertisement. El Mundo will not be responsible, under any circumstance, for consequential damages of any type.

Minority Ad Information Sheet

COMPANY NAME: Whiting-Turner Contracting Company
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE / FAX: NV _____
LICENSE #: _____
CONTACT: _____

PROJECT: _____
CONTRACT No.: _____
OWNER: BID _____
DATE: _____

***You MAY SPECIFY AN EARLIER BID TIME**

WE REQUEST THE PROJECT(S) BE PUBLISHED IN CONSTRUCTION NOTEBOOK:

WEEK OF _____
WEEK OF _____
WEEK OF _____
WEEK OF _____

WEEKLY RATES:

1 Project: \$80
2 Projects: \$115
3 Projects: \$150
4 Projects: \$185
5 Projects: \$220
6 Projects: **\$255**
7 Projects: **\$290**
8 Projects: **\$325**

Prices effective 1/1/03
Subject to change without notice.

Deadline:

**Wednesday NOON for the
following week's issue.**

Construction Notebook is
published / dated on Mondays.

Fax completed form to
702-876-5683

For more information
Contact: Megan Rivituso at 702-876-8660

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Subcontractor Qualifications

All subcontractors and suppliers will be required to submit statements of qualification. Statements shall include:

- General Company Information
- Nevada Contractors License, Classification and Limits
- Union Affiliations
- Proof of Insurance
- Bonding Capacity
- Performance History

G.W.C. WHITING
(1983-1974)

FOUNDED 1908

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

ENGINEERS AND CONTRACTORS

8720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

702-650-0700

March 21, 2009

Mr. John Doe
ABC Company
1234 Main Street
Las Vegas, NV 12345
RE: City of Las Vegas, New City Hall Project

Dear Mr. Doe,

I am pleased to announce that Whiting-Turner has been selected as the Construction Manager At-Risk by Forest City for the City of Las Vegas New City Hall Project. The project is approximately 295,000 sf, 7-story above grade structure and an occupied basement, sited on a 2.8 acre site in downtown Las Vegas, NV. The project will include a Civic Plaza, office spaces and some retail space. The project is seeking a LEED Silver Certification. Construction will start the 3rd quarter of 2009.

As always, Forest City and Whiting-Turner is looking forward to a strong presence of qualified MBE / WBE / DVE/ DBE contractors on the project.

Thank you in advance for your help in the construction of the City of Las Vegas City Hall Project. I look forward to working with you and your organization.

If you have any questions or concerns, please do not hesitate to call.

Very Truly Yours,
THE WHITING-TURNER CONTRACTING COMPANY

Nancy Briseño-Rivera
Project Manager

Soliciting Interest

FOREST CITY &
THE WHITING-TURNER CONTRACTING COMPANY

PROJECT NOTICE:

City of Las Vegas New City Hall

The project is approximately 295,000 sf, 7-story above grade structure and an occupied basement, sited on a 2.8 acre site in downtown Las Vegas, NV bound by Clark Ave., Main Street, Lewis Avenue, and First Street. The project will include a Civic Plaza, office spaces and some retail space. The project is designed to achieve LEED Silver Certification. The project will require a wide variety of subcontractors, suppliers, and vendors including but not limited to abatement, demolition, landscaping, underground utilities, concrete, masonry, structural steel, metal fabrications, architectural woodwork, thermal/moisture protection, doors & windows, framing & drywall, stone, carpet, fire sprinklers, elevators, plumbing, HVAC and electrical trades. Prevailing wage will be implemented on this project.

Whiting-Turner will only accept pricing from qualified, NV. licensed bidders

Qualification forms are available upon request and must be submitted and approved prior to estimate acceptance.

Plan Rooms: Available for Viewing: *Whiting-Turner Main Office*
Disk may be picked up at Whiting-Turner Main Office
PLEASE NOTE: WE HAVE MOVED TO A NEW OFFICE

Contact: Nancy Briseño-Rivera or David Lee
Ph: (702) 650-0700
Email: nancy.briseno@whiting-turner.com or david.lee@whiting-turner.com

Send/Fax to: THE WHITING-TURNER CONTRACTING COMPANY
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
PHONE: 650-0700
FAX: 650-2650

*This is a CM At Risk Project. Whiting-Turner has been awarded preconstruction services only. Submission of qualification packages does not guarantee award of work scope.

Please return this sheet via FAX.

☐ Yes, we will bid this project.
☐ No, we are not interested in this project because _____

Company Name: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
NV License # _____ E-mail _____

Please provide proper certification.

☐ DBE

☐ Union

☐ Non-Union

☐ MBE / WBE

☐ DVBE

Scopes : _____

THE WHITING-TURNER CONTRACTING COMPANY



The Whiting-Turner Contracting Company
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119

Request for Subcontractor Statements of Qualification
WT 12245
City of Las Vegas City Hall

Forest City and The Whiting Turner Contracting Company request Statements of Qualification from qualified subcontractors for the performance of work for the new Las Vegas City Hall project for the City of Las Vegas.

This request for statement of qualifications covers the following trades only:

- Sitework
- Site Utilities
- Landscape
- Concrete Reinforcement
- Pre-cast Concrete
- Structural Steel
- Miscellaneous Steel
- Millwork
- Roofing
- Exterior Glazing / Curtain Wall
- Framing & Drywall
- Vertical Transportation
- HVAC
- Plumbing
- Fire Sprinklers
- Electrical

Project Description: The project consists of multi-purpose City Hall facility with full front and back of house support. The project generally consists of approximately 295,000 SF building with a low rise component, a 7-story high rise component, and all associated on-site and off-site improvements. The project is located on a 3.3 acre parcel on the block of Clark, Lewis, Main Street and 1st Street.

Questions and / or comments regarding this Request for Statements of Qualification should be submitted in writing to David Lee, at 6720 Via Austi Parkway, Suite 300, Las Vegas, NV 89119, by facsimile at (702) 650-2650, or e-mailed to david.lee@whiting-turner.com.

Submittal Deadline: All responses to this request for Statements of Qualification must be received in Whiting-Turner's office at 6720 Via Austi Parkway, Suite 300, Las Vegas, NV 89119 prior to May 8, 2009. Proposals received and stamped 4:01 PM or later will not be accepted and will be returned unopened. Respondents shall submit two (2) copies in a sealed envelope plainly marked as below:

Request for Statement of Qualification # WT 12245

36

City of Las Vegas - New City Hall

THE WHITING-TURNER CONTRACTING COMPANY

Request for Statements of Qualification WT 12245
New City Hall, The City of Las Vegas
Corner of Lewis, Clark, Main and First Streets

Intent: It is the intent of Forest City and Whiting-Turner to evaluate all received statements of qualification and create a short list of subcontractors to provide a bid for the project. It is our intent to have no more than 5-7 bidders for each trade.

Requirements: In order to qualify, subcontract must meet the following criteria:

1. Not have been found liable for breach of contract with respect to previous projects, other than a breach for legitimate cause, during the 5 years immediately preceding date of the advertisement for Statements of Qualification.
2. Not have been disqualified from being awarded pursuant to NRS 338.017, 338.13895, 338.1475 or 408.33, and
3. Be properly licensed for the particular scope of work per NRS 624.

Forest City and Whiting-Turner is an Equal Employment Opportunity Employer. Minority Business Enterprises (MBE), Women Owned (WBE), Disabled Veteran Business Enterprise (DVBE) and Disadvantaged Business Enterprises (DBE) and are strongly encouraged to participate.

THE WHITING-TURNER CONTRACTING COMPANY

GENERAL INFORMATION

Company Name:

Authorized
Representative: _____
Title: _____
Address: _____

Principal Office: _____

Phone No.: _____ / Fax No.: _____
Annual Work Capacity (\$): _____
Largest Project (\$): _____
MBE, WBE,
DVBE, DBE: _____
Furnish, Install, or Both: _____
Dun & Bradstreet
& Rating: _____
State Sales Tax ID #: _____

- 1.0 Date and place of incorporation of applicant:
- 2.0 How many years has your organization been actively engaged in business?
- 3.0 Type of organization (corporation, partnership, joint venture, etc.). If the entity which will undertake the Project will be a joint venture or an entity formed specifically for this project, specify the guarantee relationships that will exist between its sponsors, or participants, particularly as it relates to guarantees of performance.
- 4.0 List any union trade agreements you presently have in effect. Are all your union benefits current? If union, attach letter from union that states the applicant is current with all benefits.

THE WHITING-TURNER CONTRACTING COMPANY

5.0 List the construction experience of the principal individuals of your organization. **(Resume Option)**

6.0 Have you ever failed to complete any work awarded to you? If so, note what, when, where, and why.

7.0 Have you ever performed work for The Whiting-Turner Contracting Company? If so, state project names, locations, work performed, and W-T representative.

8.0 Bank references: **(name, address, and phone number)**

Name of Bank

Address:

Contact:

Contact Phone:

THE WHITING-TURNER CONTRACTING COMPANY

- 9.0** Name of Insurance Company: **(name, address, and phone number of agent, current limits)**.
Provide letter from your insurance company showing EMR for the past 5 years.

Insurance Company:

Agent:

Address:

Phone:

Contact Name:

Contact Phone:

Contact E-mail:

Insurance Company AM Rating:

- 10.0** Name of Bonding Company: **(name, address, and phone number of agent, current limits)**.
Attach letter from your bonding company stating ability to provide performance and payment bonds.

Bonding Company:

Agent:

Address:

Phone:

Contact Name:

Contact Phone:

Contact E-mail:

Bonding Company Rating:

- 11.0** List the major construction projects that your organization has completed in the last five (5) years. Designate the project name, owner's representative, phone #, architect phone #, your status as prime or subcontractor, General Contractor/Construction Manager reference, contract amount, schedule, and type of project **(attach separate sheet if necessary)**. List at least 3 projects of similar size & scope.

Fill out Exhibit B - Attachment 1

THE WHITING-TURNER CONTRACTING COMPANY

THE WHITING-TURNER CONTRACTING COMPANY

- 12.0** Attach a dated financial statement or balance sheet for your company.

Name of firm preparing statement: _____

Address: _____

- 13.0** Has your firm ever had financial difficulties that resulted in declaring Chapter 11? Have any vendors put liens against your firm?

- 14.0** If your firm is a MBE, WBE, DVE or DBE firm, list all locations in which you are certified and the certification numbers.

- 16.0** Submit a **condensed** version of your company's safety program. Also provide your safety history for the past 5 years. This shall include total man hours worked, OSHA 300 log, etc. for the past 5 years.

- 17.0** Attach the following with the submittal:

- Copy of Nevada State License as they apply to subcontractor's scope of work.
- MBE/WBE/DVBE/DBE certifications, if applicable.

- 18.0** List of attachments:

Exhibit A – Standard Whiting-Turner Subcontract

Exhibit B – Attachment 1 – Subcontractor's previous experience

19.0 Background Information.

- Has your company received any comments from the Security and Exchange Commission concerning your financial reporting? If so, attach comments and your response.

CIRCLE ONE: Yes No

- Is your company under investigation by any agency – federal, state, or local government? Provide explanation.

CIRCLE ONE: Yes No

- Have any banks refused to lend you in the last three years? Have you been turned down for credit from vendors? If yes, please provide explanation.

CIRCLE ONE: Yes No

- Has a performance bond been called due to your failure to perform? If yes, provide explanation and final resolution.

CIRCLE ONE: Yes No

- Has your company ever sought protection under any provision of any bankruptcy act or been involuntarily placed in bankruptcy or receivership? If yes, please describe.

CIRCLE ONE: Yes No

- Have you been debarred or suspended from performing work for the federal government, any state, or local government? If yes, provide explanation.

CIRCLE ONE: Yes No

- Has any insurance carrier cancelled or refused to renew any of your insurance policies for any type of insurance? If yes, provide explanation.

CIRCLE ONE: Yes No

- Provide litigation and mediation history for the past 5 years.

- Have you been found liable for breach of contract with respect to previous project within the last 5 years? If yes, provide details.

CIRCLE ONE: Yes No

THE WHITING-TURNER CONTRACTING COMPANY

20.0 Certification:

By submitting this request for Statements of Qualification, the subcontractor is certifying the following:

- Subcontractor has reviewed the attached Whiting-Turner subcontract and will sign without modification. If subcontractor takes any exception to any language, it should be noted at this time.
- Subcontractor, at the time of submitting the Statement of Qualification, is in possession of the necessary Nevada State Contractor License with the appropriate limits.
- The Subcontractor's failure to follow the requirements of this SOQ may result in disqualification.
- This form has been signed by person authorized to legally bind the subcontractor. Provide letter of authorization if the person is not an officer of the company.

Dated at _____
this _____ day of _____,
Name of Organization: _____
Address _____
By _____
Title _____

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2003 in the state
of _____, County of _____.

Notary Signature

Notary Seal:

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Measuring Success

The success of any plan lies in its implementation and the results it achieves. Forest City and Whiting-Turner will measure success by identifying, in each pay application, the percentage of the pay application made by qualified and registered MBE / WBE / DVBE / DBE. We will also require all subcontractors to keep track of and report on minority hiring outreach and level of success.

**FOREST CITY AND THE WHITING-TURNER CONTRACTING COMPANY
MONTHLY DIVERSITY PARTICIPATION SUMMARY**

Application No: _____
Date: _____
Period To: _____
Job Number: 12245

From: _____

MONTHLY DIVERSITY PARTICIPATION

	A	B	C	D	E	F
DIVERSITY Contractor (state diversity certification, M/W/DV/DBE)	Original Contract Value	Net Change Orders to Date	Revised Contract Amount (A+B)	Work Completed this Period	Total Completed to Date	Balance to Complete (C-E)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
TOTALS						

TOTAL DIVERSITY PARTICIPATION

	A	D	E
	Current TC Contract Value with WT	Current Participation under contract (Total C above)	Current DIVERSITY Participation Percentage (D/A*100)

Diversity Program Participation Tracking Log

Monday, March 23, 2009

[illegible]

**City of Las Vegas
Forest City &
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting**

Acknowledgements

Forest City and the Whiting-Turner Contracting Company wish to acknowledge the assistance of the following parties in the preparation of this plan:

The Honorable Mayor Oscar B. Goodman
The Honorable Councilman Ricki Y. Barlow
The Honorable Councilman Gary Reese
The Honorable Councilman Steve Ross
The Honorable Councilman David Steinman
The Honorable Councilwoman Lois Tarkanian
The Honorable Councilman Steve Wolfson
University Regent Cedric Crear

Las Vegas City Manager Elizabeth N. Fretwell
Office of Business Development Director Scott Adams
The Reverend Bennet
The Reverend Fowler
Mr. Frank Hawkins
Mr. Stanley Washington

ATTACHMENT "E"

Form of Special Limited Obligation Tax Increment Revenue Developer Note

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE
PHASE _____

DATED _____, 2____

No. _____

MATURITY DATE: March 5, 2031

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: _____ PERCENT (_____%) PER ANNUM

The City of Las Vegas Redevelopment Agency (the "Agency"), a public body corporate and politic duly organized and existing under the laws of the State of Nevada, for value received, hereby promises to pay, but solely from the special sources hereinafter designated, to the Registered Owner designated above, on the following dates in the following principal installments:

<u>DATE</u>	<u>PRINCIPAL DUE</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable annually on _____ of each year, commencing _____, 2_____, until the earlier of the maturity date listed above or such time as said Principal Amount is paid, unless this Note shall have been called for prior prepayment and payment hereof shall have been made or provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the City Treasurer of Las Vegas, Nevada (the "Treasurer") as paying agent under the Resolution pursuant to which this Note (the "Note") is issued and secured or at such other office as may be designated by the Treasurer. Payment of interest on this Note and other payments of principal shall be made by check or draft mailed by the Treasurer to the person in whose name this Note is registered in the registration records of the Treasurer (the "Registered Owner") at the address appearing thereon at the close of the business on the business day next proceeding the date such interest is paid. All such interest payments shall be made in lawful money of the United States of America. If any payment date is on a Saturday, Sunday or Legal Holiday, payment (by mail) shall be made on the next succeeding business day.

The Note is issued by the Agency pursuant to and in full compliance with the Constitution and laws of the State of Nevada, particularly the Nevada Community Redevelopment Law, consisting of NRS 279.382 to 279.680, inclusive (the "Act"), and pursuant to a resolution duly adopted by the Agency (the "Resolution") for the purpose of defraying a portion of the costs a redevelopment project (the "Agency Improvements") located in an area (the "Redevelopment Area") within the boundaries of the City, Clark County, Nevada.

The Note is payable exclusively from Available Accrued Taxes as defined in the Owner Participation Agreement between the City of Las Vegas Redevelopment Agency and LiveWork, LLC, FC Vegas 20, LLC and FC Vegas 39, LLC dated _____, 200_. By accepting this Note, the Registered Owner hereby agrees that the Agency has no other source to look for payment, and the Agency shall not be in default hereunder if the Registered Owner of this Note is not paid the principal and interest hereon when due because of the fact the Available Accrued Taxes are insufficient for making that payment; however any unpaid amounts due shall accrue from year to year until the Maturity Date and any Available Accrued Taxes which are over and above what is needed for paying that current year's principal and interest on this Note and the amount required to pay Superior Bonds as described below shall be utilized for the purpose of paying such prior years' accrued and unpaid principal and interest requirements with respect to this Note.

Any amounts due hereunder which have not been paid on or before the Maturity Date because of an insufficiency of Available Accrued Taxes shall cease to be due and payable thereafter and this Note shall be at that time deemed to be paid in full. Notwithstanding the foregoing, if the Note has not been paid in full by the Maturity Date and the Agency's Redevelopment Plan has been extended past March 5, 2031, then this Note will have a Maturity Date of the extended date of the Agency's Redevelopment Plan.

The payment of the Available Accrued Taxes for the payment of the principal and interest on the Note is subordinate and junior to the lien of Agency Debt, defined below. Payments of the principal and interest on the Note shall be made only if Available Accrued Taxes remain available to the Agency after the payment of the Agency's Pre-Existing Debt and Agency's Future Debt (as defined below) and failure to pay the principal of or interest on this Note as a result of the need to apply Available Accrued Taxes to Agency's Pre-Existing Debt and Agency's Future Debt (collectively "Agency Debt") should not be a default hereunder, but the amount not paid shall accrue from year to year until the Maturity Date and any Available Accrued Taxes which are over and above the amount that is needed for paying that current year's principal and interest on this Note and the amount required to pay the Agency Debt in that current year shall be utilized for the purpose of paying such prior years accrued and unpaid principal and interest requirements with respect to this Note. All unpaid principal and interest that remains due on the Maturity Date hereof will cease to be owed and the Agency will owe no additional money after the Maturity Date hereof.

Payment of the Note from Available Accrued Taxes will be subordinate to the repayment of the Agency's pre-existing debt ("Agency's Pre-Existing Debt") which is outstanding at the time this Note is issued, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency's Pre-Existing Debt. For purposes of this Note, Agency's Pre-existing Debt shall not include any Agency Debt to the City. Payment of the Note from Available Accrued Taxes will also be subordinate to the repayment of the Agency's debt ("Agency's Future Debt", which term does not include any Agency debt owed to the City) which is issued hereafter as parity or subordinate Additional Parity Obligations or Subordinate Obligations as defined in and issued in accordance with the Indenture of Trust dated March 15, 2009 pursuant to which the Agency's Series 2009A Bonds were issued if, and only if, the chief financial officer of the Agency files a certificate prior to any issuance of such Agency's Future Debt establishing that the reasonably projected aggregated amount of the incremental increase in property taxes to be generated by all property within the City Redevelopment Area over the remaining term of the then outstanding Note, minus the aggregate amount of such incremental taxes to be set aside for low-income housing pursuant to NRS 279.685 and minus the aggregate remaining debt service on all then outstanding Notes and all similar notes requiring payment from a portion of the tax increment on a specified parcel or parcels of property in the City Redevelopment Area, equals at least 115% of the reasonably projected debt service on all then outstanding Agency's Pre-Existing Debt and on all then outstanding as well as the proposed to be issued Agency's Future Debt (excluding, however, any such Agency's Pre-Existing Debt or Agency's Future Debt that is not secured by or payable from (in whole or in part) Available Accrued Taxes, and excluding any notes similar to the Notes that are subordinate to Additional Parity Obligations or Subordinate Obligations and that are payable from all or a portion of the ad valorem property taxes received by the Agency with respect to a specific parcel or parcels) in each year in which a Note is to be outstanding.

This Note and all similar notes requiring payment from a portion of the tax increment on a specified parcel(s) of property in the City Redevelopment Area shall share pro-rata, according to the relative unpaid principal amount of all of such notes, and any reduction in payments caused by a need to use tax increment to pay Agency Debt.

Principal of and interest on the Note shall not constitute an indebtedness of the City, the State of Nevada or any other political subdivision thereof, and neither the City, the State nor any political subdivision thereof other than the Agency shall be liable thereon, nor shall the principal of or interest on the Note constitute a general obligation of the Agency or be payable out of any funds or properties of the Agency other than Available Accrued Taxes.

Reference is hereby made to the Resolution for a further and more detailed description of the Available Accrued Taxes, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Agency, the Registered Owner of the Note, and the terms upon which the Note is issued and secured.

This Note shall not be assigned by the Registered Owner to anyone other than those defined as Developer in the Agreement, or one or more affiliates of Developer, without the Agency's written consent, which the Agency may in its sole discretion, determine to grant.

This Note may be prepaid in whole or in part at any time. Notice of prepayment shall be given by mailing a copy of the prepayment notice not less than 30 days prior to the date fixed for prepayment to the Registered Owner at the address shown on the registration records maintained by the Treasurer. The amount called for prepayment will cease to bear interest after the specified prepayment date.

The Resolution imposes limitations and conditions on the rights of any Registered Owner to enforce the provisions of the Resolution or the Note. The Resolution permits, subject to certain conditions and limitations and with certain exceptions as provided therein, the amendment thereof and the modification of the rights and obligations of the Agency.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the adoption of the Resolution and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been manually signed on behalf of the Treasurer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City of Las Vegas Redevelopment Agency has caused this Note to be executed in its name by the facsimile or manual signature of its Chairperson and its corporate seal or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon and attested by the facsimile or manual signature of its Secretary, all as of the date set forth above.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

ATTEST:

By: _____
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date: _____

TREASURER'S CERTIFICATE OF AUTHENTICATION

Date of authentication and registration:

This Note is issued pursuant to the within mentioned Resolution, and has been duly registered in the registration records kept by the undersigned Treasurer.

CITY TREASURER OF THE CITY OF LAS VEGAS, NEVADA

City Treasurer

EXHIBIT A

[Insert Legal Description of Site]

[Form of Prepayment Panel]

The following installments of principal (or portions thereof) of this Note have been prepaid in accordance with the terms of the Resolution authorizing the issuance of this Note.

Date of
Prepayment

Principal
Prepaid

Signature of
Treasurer

ATTACHMENT F

Form of Certificate of Completion

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

PHASE ____

WHEREAS, pursuant to the Owner Participation Agreement (OPA) dated _____, 200__ and recorded _____, 200__, in Office of the Recorder of the County of Clark, Nevada, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to Developer (as that term is defined in the OPA) for construction and development of a certain redevelopment project situated in Las Vegas, Nevada; and

WHEREAS, as referenced in the OPA, the Project is being developed in Phases. Phase ____ is described on Exhibit "A", attached hereto and made a part hereof (the "Phase"); and

WHEREAS, as referenced in said OPA, the Developer shall certify to the Agency that all construction and development of the Project improvements of the Phase has been substantially completed in compliance with the OPA; and

WHEREAS, as referenced in said OPA, the Agency shall furnish the Developer with a Certificate of Completion upon substantial completion of all construction and development of the Project improvements of the Phase, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such Certificate of Completion shall be conclusive determination of satisfactory completion of the construction and development of the Project improvements of the Phase required by the OPA.

Now, therefore:

1. The Developer hereby certifies to the Agency that all construction of the Project improvements of the Phase has been completed in compliance with the OPA, including without limitation, the issuance of a certificate of occupancy for the shell of the buildings for such Phase.

2. The Agency agrees and does hereby certify that the construction and development of the Project improvements of the Phase has been fully and satisfactorily performed and completed as required by the OPA.

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____ day of _____, 200_.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairperson

“Agency”

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

[Insert Developer for Phase]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this _____ day of _____, 200__, by OSCAR B. GOODMAN, Chairperson of the City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State

STATE OF _____)
) ss.
COUNTY OF _____)

 This instrument was acknowledged before me, a notary public, on this _____ day of _____, 200__, by _____, as _____ of _____.

NOTARY PUBLIC, in and for said County and State

EXHIBIT "A"
Legal Description
[Insert Legal Description of Phase]

ATTACHMENT "G"

Form of Agreement to be Recorded Affecting Real Property

PHASE ____

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY (this "Agreement") is entered into this ____ day of _____, 200_, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and [Insert Developer for Phase] with reference to the following:

A. The Developer is the present owner of certain real property (the "Phase Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Phase Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City by Ordinance No. 3218. The Redevelopment Plan as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Developer has rehabilitated and/or constructed the Project improvements on the Phase Site and has otherwise developed the Phase Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement (the "OPA") entered into between the City of Las Vegas Redevelopment Agency and the City of Las Vegas, and LiveWork, LLC, FC Vegas 20, LLC and FC Vegas 39, LLC on _____, 200_

NOW, THEREFORE, THE AGENCY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Developer has constructed the Project improvements on the Phase Site and has otherwise developed the Phase Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the OPA, that the terms and provisions of the OPA have been fully and satisfactorily performed by the Developer. With respect to the Phase Site only, the OPA shall be of no further force or effect.

2. The Developer hereby covenants and agrees (which covenant and agreement shall bind its successor in interest to the Phase Site or any part thereof):

a. To use, devote and maintain the Phase Site, and each part thereof, for the uses specified in the Redevelopment Plan or as otherwise allowed under (i) the terms of the Master Development Agreement between the City Parties and the Developer dated May 21, 2008 or (ii) the OPA.

b. To maintain the improvements on the Phase Site, keep the Phase Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Phase Site in a healthy condition, all to a standard of similarly situated improvements in the City of Las Vegas. All such maintenance shall be at the sole expense of the Developer; provided, however, that if the Developer shall fail to so maintain the Phase Site, the Agency may perform such maintenance for the Developer and in such event shall be entitled to be reimbursed by the Developer for the actual, but reasonable, cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Phase Site.

3. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Phase Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns. The covenants contained in Section 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By
:

OSCAR B. GOODMAN, Chairperson

“Agency”

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

[Insert Developer for Phase]

By:

By:

Name

:

Title:

EXHIBIT "A"

Legal Description

[Insert Legal Description of Phase Site]

Attachment H

Scope of Development

Part 1

A complex of buildings consistent with the size and scope of the Project as set forth in Part "2" and Part "3" to this Attachment H, and which may contain the following characteristics:

- a) Up to 1 million square feet of Class-A office space in a series of office towers over several phases;
- b) Approximately 300,000 square feet of retail space in several phases;
- c) Up to 3,800 parking spaces;
- d) The overall Project site plan will call for a pedestrian-friendly promenade along First Street which will facilitate easy access within the Project and promote connectivity, urban vitality and sustainability.

Attachment H
Part 2
Detailed Performance/Construction Schedule

PROJECT PHASING PLAN*

Phase 1 (2010-2012)

Office Space:	250,000 square feet
Retail Space:	43,000 square feet
Gaming Concourse:	31,000 square feet
Parking Spaces:	878 spaces

Phase 2

Office Space:	187,500 square feet
Retail Space:	150,000 square feet
Parking Spaces:	1,013 spaces

Phase 3

Office Space:	187,500 square feet
Parking Spaces:	563 spaces

Phase 4

Office Space:	187,500 square feet
Retail Space:	76,000 square feet
Parking Spaces:	791 spaces

Phase 5 (2018-2020)

Office Space:	187,500 square feet
Parking Spaces:	563 spaces

TOTAL PROGRAM

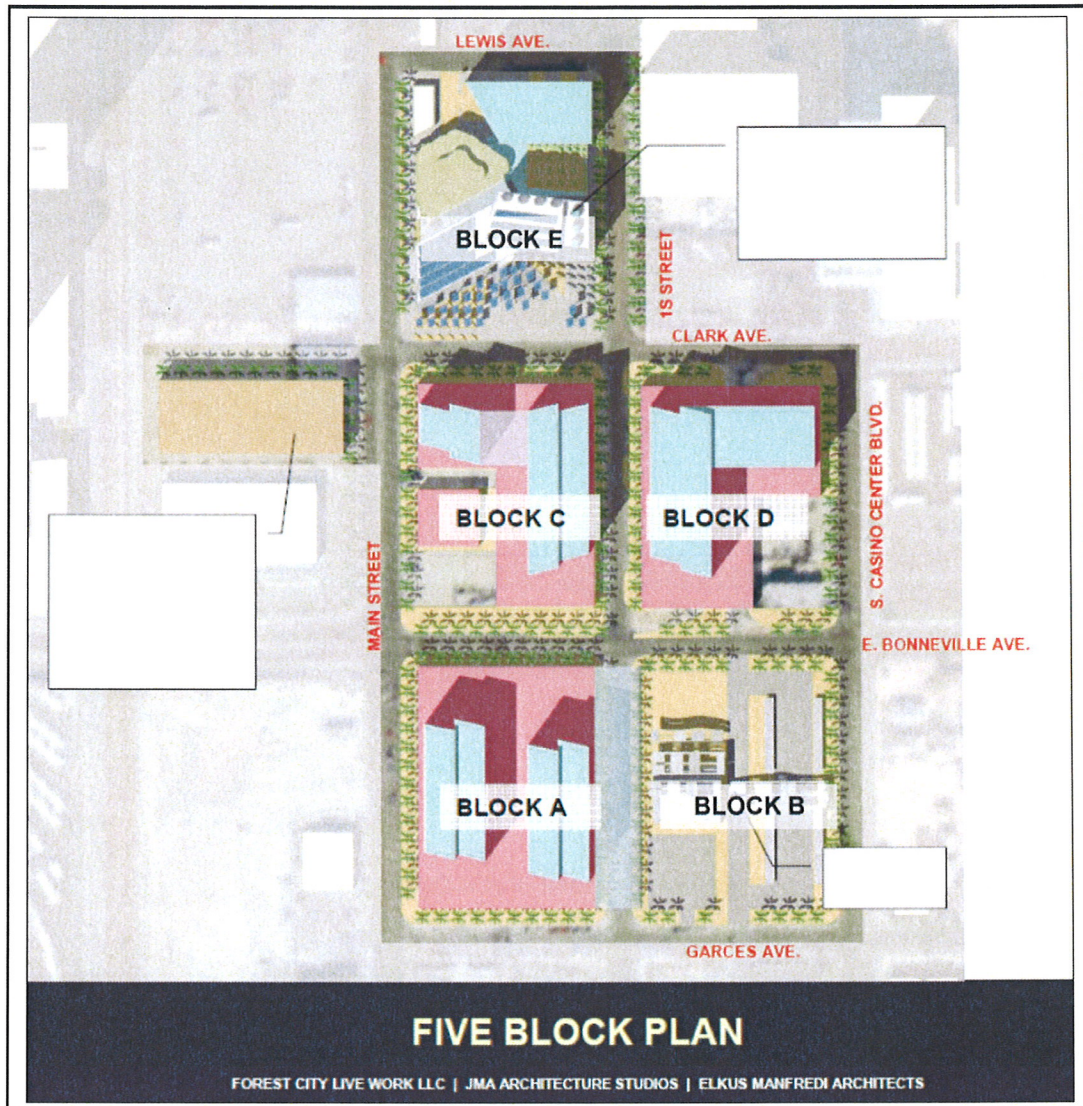
Office Space:	1,000,000 square feet
Retail Space:	269,000 square feet
Gaming Concourse:	31,000 square feet
Parking Spaces:	3,808 spaces

* All phases of the Project will be determined prior to construction. The ultimate size and timing of phases will be driven by market demand.

Attachment H
Part 3 (1 of 3)
Site Plan and Rendering



Attachment H
Part 3 (2 of 3)
Site Plan and Rendering



Attachment H
Part 3 (3 of 3)
Site Plan and Rendering



Attachment I

Parking

POSSIBLE MECHANISMS FOR PUBLIC ASSISTANCE OF PARKING

The revitalization of Downtown Las Vegas clearly will require development of retail and additional first class office space as an extension and complement to the new City Hall Facilities. At the same time, general market conditions and the need to provide expensive structured parking suggest that, even in a more robust general office market, it will be difficult to make new retail and first class office development feasible so long as competing locations can offer surface parking. Therefore, the Parties agree to consider future possible mechanisms for providing public assistance for parking construction at such time as development of retail and/or first class office space on Blocks A, C or D becomes a near term or imminent possibility.

There are several mechanisms by which the City and/or Agency could assist in the development of the required parking. Current City/Agency budget constraints and the current uncertain state of municipal finance would appear to reduce the probability of use of certain readily identifiable options in the short term. Nevertheless it is useful to identify several possible mechanisms as a guide to future discussions.

OVERVIEW OF TYPES OF ASSISTANCE

Broadly speaking, the generic types of assistance available include:

1. Direct public ownership and funding of parking;
2. Lowering the annual cost through lower cost financing;
3. Formation of a public district with the twin benefits of lower cost financing and spreading the costs over all properties that benefit directly or indirectly;
4. Allocating future unencumbered revenues to fund or reimburse the costs of providing parking; and
5. Integration of parking management to secure the benefits of shared parking.

Associated with each of these are issues of risk allocation, timing of funding commitments by the parties and the specific legal structure of the vehicle to be used. These aspects are discussed briefly below. Note that the elements of assistance could overlap and often work best in combination.

DIRECT PUBLIC OWNERSHIP AND FUNDING OF PARKING

Many cities have considered---and some have exercised---the option of direct municipal construction and ownership of downtown parking for the benefit of additional private

development. Although on its face, this alternative seems to be fiscally unattractive, it could work well if combined with a management agreement or master lease in which the developer/owner commits to cover, from parking receipts or its own funds, a lease payment that would cover all or a part of the annual cost. If bond financing were used that might also mean use of taxable rather than tax exempt bonds.

LOWERING THE ANNUAL COST THROUGH LOWER COST FINANCING

Any one of a number of alternative mechanisms exist for the use of tax exempt financing including direct public ownership or formation of a public district. In addition there may be an opportunity to lower the interest cost through the use of credit enhancement and so-called "low floaters" if that part of the municipal finance market recovers well from recent shocks. How such credit enhancement is obtained and at what cost are to be determined but a 300 basis point reduction in interest cost even if only for the first 5-7 years would materially reduce the issue of parking infeasibility

FORMATION OF A PUBLIC DISTRICT

Whether or not the City would consider a larger downtown parking district with appropriate special taxes, augmented property taxes or perhaps a parking tax will depend on a variety of factors. But this alternative is particularly attractive since it can deal with the interaction of all demands for parking, e.g. tourism, entertainment, and gaming as well as office demand.

The City also could consider, subject to applicable law and consent from private property owners, using a special improvement district (SID) encumbering all phases of the Project. Although this approach would create some benefits simply from availability of long term tax exempt rates, i.e. all-in rates up to 100-150 basis points lower than conventional debt, the real benefit is the ability to offset debt service with other revenues. This in turn leads to the final and perhaps most significant mechanism.

ALLOCATING FUTURE UNENCUMBERED REVENUES

The City and Agency have on several occasions noted that they cannot pledge either City revenues or tax increment since these revenue sources are currently fully encumbered by existing or future known obligations. There are, however, at least three potential sources of additional funds which may, over time, become available even if they are not in a form that would allow the City or Agency to bond them.

One such source is the growth in tax increment. Unless this growth has already been encumbered by bonds with rising debt service payments, it should be available although probably not in a "bankable" or bondable form.

The second such source is the coverage that exists in current or proposed tax increment financings. Public securities inevitably require encumbering a public revenue stream larger than what is needed to pay the bonds. Whether the surplus coverage is 10% (a debt service coverage ratio of 110%) or 30% (a DSC of 130%), a subordinated pledge to the developer of that

additional increment not needed for debt service could be quite helpful.

A third source is the possible use of TID (Tourist Improvement District) bonding which taps into TOT funds. The enabling legislation for this type of financing is supposed to expire in less than a year but there are also indications from the redevelopment agency that there are efforts being made to extend it.

Finally, in addition to the three enumerated funding sources, there does exist the possibility, however remote, that additional legislation at the City and State level would allow allocation of other taxes to this purpose as part of new financing mechanisms.

INTEGRATION OF PARKING MANAGEMENT TO SECURE THE USE OF SHARED PARKING

Technically speaking, this may not be a form of public financial assistance since it does not require that public funds be spent for the benefit of a private development. Instead, this mechanism contemplates the integration of management of numerous parking lots in the same geographic area so as to provide benefits of shared parking. By meeting the needs of multiple user populations such as office workers, visitors to public offices, shoppers and tourists under one manager of multiple lots, it should be possible to adequately serve such multiple needs with substantially less parking that might result from separate and independent facilities each dedicated to its own market. Obviously, the financial benefits of such an arrangement will depend on the distance between parking facilities and the maximum effectively feasible distance between each facility and the building or venue creating the parking demand.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Tax Increment Financing Application Summary

Applicant Information

Project Name/Applicant Name: **Block Project / LiveWork, LLC, a Delaware limited liability company ("LiveWork"), FC Vegas 20, LLC, a Nevada limited liability company ("FC Vegas 20") and FC Vegas 39, LLC, a New York limited liability company ("FC Vegas 39")**

Name of Corporation and Development Entity: **For information on proposed development entity, see Exhibit B – Attachment 1.**

Applicant Business Address: **See supplement to attachment 3**

Contact Name: **Dimitri Vazelakis / Eric Louttit**

Contact Phone / Fax / Email: **See supplement to attachment 3**

Federal Tax ID Number: **LiveWork, LLC: 20-2675938; FC Vegas 20, LLC: 26-0342195; FC Vegas 39, LLC: 20-8640805**

Type of Business Entity: **Limited Liability Companies**

Project Information (Estimated Values at the Time of Submission)

Project address/location: **Blocks A, B, C, D and E (the "Property") (1) – See Attached Exhibit C, Attachment 3**

Has site plan been submitted: **Y/N** Date Submitted: Case Number:

Assessor Parcel Number(s): **See Exhibit B, Attachment 4**

Land Area: **291,584 sq. ft. and 6.69 acres** Building Size: **1,300,000 sq. ft.**

No. of Parking Spaces: **3,808**

Type of Project: **Mixed Use – Total Sq. Ft. 1,300,000**

Residential Unit Breakdown:

	<u>No. of Units</u>	<u>Sq. Ft. of Units</u>	<u>Base Sale Price</u>	<u>Price per Sq. Ft.</u>
Studio			\$	\$
One-Bedroom			\$	\$
Two-Bedroom			\$	\$
Three-Bedroom			\$	\$
Other			\$	\$
Total No. of Units			\$	\$

<u>Use of Funds:</u>			<u>Sources of Funds:</u>		
	<u>Amount</u>	<u>Percent</u>		<u>Amount</u>	<u>Percent</u>
a. Land Acquisition	\$106,900,000	15 %	a. Owners Equity	\$278,100,000	39 %
b. Site Development	\$ 22,500,000	3 %	b. Construction Loan	\$406,800,000	58 %
1) Public Improvements	\$	%	c. Mezzanine	\$	%
c. Building Costs (Hard)	\$389,200,000	55 %	d. Seller Carry back	\$	%
d. Soft Costs	\$190,300,000	27 %	e. Tax Increment	\$ 24,000,000 *	3 %
			f. Other	\$	%
(SEE ATTACHED SOURCES & USES)			TOTAL	\$708,900,000	100%

(1) This application is intended to cover all five blocks (A-E) incorporating Blocks B and E currently planned for the RTC and City Hall respectively should they become available. The five blocks have a total land cost of \$167.6 million (including carry cost only for Blocks A, C & D) of which Blocks A, C & D account for the \$106.9 million shown above. All quantitative information included in this TIF Application assumes that the development plan in its current form occurs only on three blocks (Blocks A, C & D). To the extent that the proposed uses of Block E (City Hall Site) and Block B (RTC Site) change and such Blocks become available for private development, the amount of available increment would increase as would the cost of infrastructure. However, in the absence of detailed plans for a four or five block development scenario, neither the potential additional increment, nor the requirement for additional infrastructure or land cost are included in the numbers provided.

Total Estimated Project Cost: **\$708,900,000**

Estimated Construction Start Date: **July 2010**

Estimated Total Amount of Tax Increment Financing Requested (in 2009 dollars): **\$24,000,000 ***

No. of years TIF rebate requested: **20** (No rebates after calendar year 2031) **

Estimated Annual TIF rebate generated: **\$1,200,000** (equal to \$24,000,000 divided by 20 years)

Do you have a market feasibility study? **No**

**Note: \$24,000,000 in tax increment is equal to the present value of \$45,000,000 over 20 years, discounted at a city specified rate of 4.57%*

***Subject to extension*

Note: Project does not include interior finish or tenant improvements

Please list what public improvement(s) are eligible for tax increment financing and estimated cost:

<u>Category A</u>	<u>Estimated Cost</u>	<u>Category A</u>	<u>Estimated Cost</u>
1) Streets, Curbs, Gutters:	\$ _____	10) Paving/Driveways:	\$ _____
2) Water Lines:	\$ _____	11) Flood Control:	\$ _____
3) Sanitary Sewer Lines:	\$ _____	12) Mass/Public Transit Facilities:	\$ _____
4) Storm Drainage Facilities:	\$ _____	13) Culverts, Manholes:	\$ _____
5) Ramps/Roads/Bridges:	\$ _____	14) Off-Street Parking Structures:	\$ _____ (1)
6) Retaining Walls/Tunnels	\$ _____	15) Landscaping/Fencing:	\$ _____
7) Artificial Lighting	\$ _____	16) Site Work/Grading:	\$ _____
8) Traffic Signals:	\$ _____	17) Walkways:	\$ _____
9) Sidewalks:	\$ _____	18) Signage:	\$ _____
		TOTAL CATEGORY A	\$ 27,500,000

<u>Category B</u>	<u>Estimated Cost</u>	<u>Category B</u>	<u>Estimated Cost</u>
1) Electrical Services:	\$ _____	4) Telecom Services:	\$ _____
2) Utility Infrastructure:	\$ _____	5) Utility Relocation: (2)	\$ _____
3) Utility Under-grounding:*	\$ _____	6) Other Items:	\$ _____
		TOTAL CATEGORY B	\$ 8,600,000

GRAND TOTAL of A & B \$ 36,100,000 (3)

(Please provide detail of "Other Items" and provide explanation why it qualifies as a public improvement.)

Footnotes:

- (1) Assumes for the purposes of this application that all parking is funded by the applicant, and does not contemplate transferring a portion of the parking to the public as assumed in a prior proposal. However, as provided in the Master Development Agreement, the applicant "shall review various methods of parking to service the Block Project," and the applicant would like to reserve the right to revisit this issue at a later date to discuss both the mechanisms for funding unreserved parking and the amount of parking required
- (2) Pertains to qualified public improvements that may include on-sites and off-sites, according to the city's plans.
- (3) \$36.1 million Grand Total is equal to \$22.5 million in hard costs from Exhibit D – Attachment 1 for "Offsites, Demo/Remediation, Sitework, etc..." with a 36% factor added for pro-rata share of soft costs, plus \$5.4 million of land dedicated to public use. See table below to clarify derivation of 36% soft cost factor and it's relation to 27% of soft costs cited on page 1.

<u>Use of Funds</u>	<u>Amount</u>	<u>Expressed as % of Total</u>	<u>Expressed as % of Hard Cost</u>
Total Land Cost *	\$106,900,000	15%	n/a
Total Hard Cost	\$411,700,000	58%	100%
Total Soft Cost	\$190,300,000	27%	46%
Attributable to Land & Leasing Fees	\$40,121,185	6%	10%
Attributable to Hard Cost	\$150,178,815	21%	36%
Total	\$708,900,000	100%	n/a

**Refer to footnote (1) on Page 1.*

Business name, Contact, Address, Work & Fax phone numbers for the following members of the development team:

Contractor: **To be identified**

Architect/Engineers: **Elkus Manfredi** – Howard Elkus
300 A. Street Boston, MA 02210 (617) 426-1300
Kimley-Horn – David D. Wilson
2080 Flamingo Rd., Suite 210 Las Vegas, NV 89119 (702) 862-3631
VTN Nevada – 2727 South Rainbow Las Vegas, NV 89146 (702) 873-7550

Attorney: Gregg R. Vermeys
3800 Howard Hughes Parkway, 7th Floor Las Vegas, NV 89169 (702) 682-3610

Accountant: **None**

Project Manager: **Forest City Commercial Construction Co., Inc., an Ohio corporation**

Construction Manager: **To be identified**

Development Consultant: **None**

Property Owner(s), if different than developer: **LiveWork, FC Vegas 20 and FC Vegas 39, as tenants in common.**

SUPPLEMENT TO ATTACHMENT 3
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
Tax Increment Financing Application Summary
(Contact Information)

Contact Information:

Dimitri Vazelakis
President
Forest City Development California, Inc.
949 S. Hope Street
Suite 200
Los Angeles, CA 90015
Tel: (213) 416-2200
Fax: (213) 488-9308

Eric Louttit
Vice President
Forest City Enterprises
Terminal Tower
50 Public Square
Suite 1140
Cleveland, OH 44139
Tel: (216) 621-6060
Fax: (216) 479-2446

TIF Application Submittal Requirements for Agency Consideration

(Note to Applicant – Before final RDA Board approval, all Exhibits from the checklist must be complete before RDA staff will submit your request for tax increment financing to the RDA Board.)

Submittals Required for Preliminary Qualification (from checklist below)

- ☒ Exhibit A – Tax Increment Application Affidavit
- ☒ Exhibit B – History of the Development Entity
- ☒ Exhibit C – Site Plan and Rendering
- ☒ Exhibit D – List and Breakdown of Sources and Uses of Funds to undertake project
- ☒ Exhibit E – Explanation how project complies with RDA Plan

(Note: Please see attached Exhibit A, which incorporates all requested items into one Developer affidavit)

Checklist

- ☒ **Exhibit A** – Tax Increment Application Affidavit *(submitted for preliminary qualification)*:
 - ☒ Developer will pay Prevailing Wage for the Project as determined by the Nevada State Labor Commissioner;
 - ☒ Developer will submit Employment Plan and comply with RDA Employment Plan Policy;
 - ☒ Developer will pay RDA Application Fee equal to one-half of one percent (1/2 of 1 %) of the total tax increment used for project;
 - ☒ Developer will list and cost out all eligible qualified Public Improvements for Tax Increment Financing;
 - ☒ Developer will acknowledge the maximum tax rebate available for the project;
 - ☒ Developer and/or lead financing entity sign affidavit that the project would not be financially feasible, if it were not for the RDA's Tax Increment Financing.
- ☒ **Exhibit B** – Declaration of Development Team and Disclosure of Principals and Entity, including:
 - ☒ History of the Development Entity *(submitted for preliminary qualification)*
 - ☒ Resumes of all principals and key individuals
 - ☒ Organizational structure of the development entity
 - ☒ Evidence of site control (i.e. deed, option to purchase, or purchase contract)
- ☒ **Exhibit C** – Description and Narrative of the Development Project, including:
 - ☒ Copies of Project Contracts and/or Memoranda of Understanding
 - ☒ Detailed Performance/Construction Schedule
 - ☒ Site Plan and Rendering *(submitted for preliminary qualification)*
- ☒ **Exhibit D** – Project Funding and Financial Information, including:
 - ☒ List and breakdown of Sources and Uses of Funds to undertake project *(submitted for preliminary qualification)*
 - ☒ Pro-forma statements for five (5) years or length of ownership of Development entity
 - ☒ Current financial statements (2 yrs); P & L (2 yrs); and Balance Sheet (2 yrs)
 - ☒ Current banking relationships
 - ☒ Performance bond references
 - ☒ Demonstration that performance bonds are required, finding of necessity
- ☒ **Exhibit E** – Explanation how project complies with RDA Plan

EXHIBIT A-1

TAX INCREMENT APPLICATION AFFIDAVIT

I, **Dimitri Vazelakis**, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am an authorized representative of FC Vegas 20 and FC Vegas 39 and a Vice-President of Forest City Commercial Management, Inc., an Ohio corporation ("Forest City Commercial"). The Property is held by LiveWork, FC Vegas 20 and FC Vegas 39, as tenants in common. Forest City Commercial is the manager of the Property pursuant to a management agreement between FC Vegas 20, FC Vegas 39 and LiveWork (collectively, the "Applicant"). The development entity for the Block Project will be one or more to-be-formed limited liability companies. An affiliate of Forest City Enterprises, Inc. ("Forest City") will be the managing member of such development entities and will be the member responsible for all development, financing and operations. The Applicant submits this application requesting tax increment financing for the project located at **Blocks A, B, C, D and E * – See Attached Exhibit C, Attachment 3** ("Site"). The Applicant represents in this application that all information furnished in support of this application for the purpose of obtaining financial assistance under the City of Las Vegas Redevelopment Agency Tax Increment Financing Program ("TIF Program") is true and complete to the best of Affiant's knowledge and belief.

2. I hereby warrant that tax increment financing assistance from the Agency will allow the Applicant to undertake the project which it would not otherwise do. Completion of this project will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Project because of one or more of the following reasons (Please check all applicable reasons):

- ☒ a. Encourage the creation of new business or other appropriate development;
- ☒ b. Create jobs or other business opportunities for nearby residents;
- ☒ c. Increase local revenues from desirable sources;
- ☒ d. Increase levels of desirable human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
- ☐ e. Possess attributes that are unique, either as to type of use or level of quality and design;
- ☒ f. Require for their construction, installation or operation the use of qualified and trained labor; and
- ☐ g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

3. The Applicant hereby acknowledges and declares that it will comply with the following submittal requirements for tax increment financing assistance from the Agency:

**Refer to footnote (1) on Page 1.*

- a. Applicant will pay Prevailing Wage for the Project as determined by the Nevada State Labor Commissioner;
- b. Applicant will submit Employment Plan and comply with Agency Employment Plan Policy;
- c. Prior to issuance of the tax increment financing note, Applicant will list and cost out all qualified Public Improvements for tax increment financing;
- d. Prior to issuance of the tax increment financing note, Applicant will acknowledge the maximum tax rebate available for the subject project phase; and
- e. Applicant will be required to pay the Agency one-half of one percent of the maximum tax increment available for the project as an Agency administration fee, which will be deducted out of the first tax increment rebate check fee to the Applicant at completion of the Project.

4. The Applicant acknowledges and declares that no other reasonable means of financing the buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Applicant:

- ☒ a. **The Project, if financed by the Applicant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Applicant; or**
- ☐ b. The Applicant would not undertake the full set of improvements contemplated in Exhibit C- Description and Narrative of the Development Project through resources reasonably available to the Applicant.

5. The undersigned Affiant hereby agrees that the Applicant shall at all times indemnify and hold harmless the City of Las Vegas Redevelopment Agency, its employees, officers, directors, and consultants against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval, or disapproval of this application for tax increment financing assistance.

DATED this 29th day of May, 2009

Signature

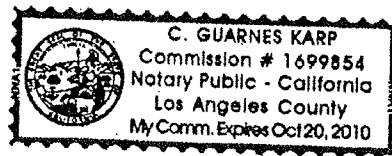
Authorized Representative
Title

SIGNED AND SWORN TO before

me this 29 day of May, 2009, by C. Guarnes Karp
Notary Public

NOTARY PUBLIC

My commission Expires: Oct. 20, 2010



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

29 day of May, 2009, by

(1) Dimitri Vazelakis
Name of Signer

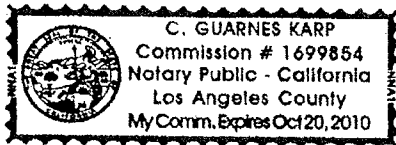
proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature C. Guarnes Karp
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: City of Las Vegas Tax Increment Financing Application

Document Date: May 29, 2009 Number of Pages: 8 pages

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

EXHIBIT A-2

TAX INCREMENT APPLICATION AFFIDAVIT

I, **David Mitchell**, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am an authorized representative of LiveWork. The Property is held by LiveWork, FC Vegas 20 and FC Vegas 39, as tenants in common. Forest City Commercial is the manager of the Property pursuant to a management agreement between FC Vegas 20, FC Vegas 39 and LiveWork (collectively, the "Applicant"). The development entity for the Block Project will be one or more to-be-formed limited liability companies. An affiliate of Forest City Enterprises, Inc. ("Forest City") will be the managing member of such development entities and will be the member responsible for all development, financing and operations. The Applicant submits this application requesting tax increment financing for the project located at **Blocks A, B, C, D and E * – See Attached Exhibit C, Attachment 3** ("Site"). The Applicant represents in this application that all information furnished in support of this application for the purpose of obtaining financial assistance under the City of Las Vegas Redevelopment Agency Tax Increment Financing Program ("TIF Program") is true and complete to the best of Affiant's knowledge and belief.

2. I hereby warrant that tax increment financing assistance from the Agency will allow the Applicant to undertake the project which it would not otherwise do. Completion of this project will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Project because of one or more of the following reasons (Please check all applicable reasons):

- ☒ a. Encourage the creation of new business or other appropriate development;
- ☒ b. Create jobs or other business opportunities for nearby residents;
- ☒ c. Increase local revenues from desirable sources;
- ☒ d. Increase levels of desirable human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
- ☐ e. Possess attributes that are unique, either as to type of use or level of quality and design;
- ☒ f. Require for their construction, installation or operation the use of qualified and trained labor; and
- ☐ g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

3. The Applicant hereby acknowledges and declares that it will comply with the following submittal requirements for tax increment financing assistance from the Agency:

- a. Applicant will pay Prevailing Wage for the Project as determined by the Nevada State Labor Commissioner;

- b. Applicant will submit Employment Plan and comply with Agency Employment Plan Policy;
- c. Prior to issuance of the tax increment financing note, Applicant will list and cost out all qualified Public Improvements for tax increment financing;
- d. Prior to issuance of the tax increment financing note, Applicant will acknowledge the maximum tax rebate available for the subject project phase; and
- e. Applicant will be required to pay the Agency one-half of one percent of the maximum tax increment available for the project as an Agency administration fee, which will be deducted out of the first tax increment rebate check fee to the Applicant at completion of the Project.

4. The Applicant acknowledges and declares that no other reasonable means of financing the buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Applicant:

- ☒ a. **The Project, if financed by the Applicant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Applicant; or**
- ☐ b. The Applicant would not undertake the full set of improvements contemplated in Exhibit C- Description and Narrative of the Development Project through resources reasonably available to the Applicant.

5. The undersigned Affiant hereby agrees that the Applicant shall at all times indemnify and hold harmless the City of Las Vegas Redevelopment Agency, its employees, officers, directors, and consultants against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval, or disapproval of this application for tax increment financing assistance.

DATED this _____ day of _____, _____

Signature

Title

SIGNED AND SWORN TO before

me this _____ day of _____, 20____, by _____

NOTARY PUBLIC

My commission Expires:

EXHIBIT B

Declaration of Development Team and Disclosure of Principals and Entity

SEE ATTACHED

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name Live/Work LLC
Address 41 East 60 th Street, 6 th Floor New York, NY 10022
Telephone 212-486-4444
EIN or DUNS 20-2675938

Block 2 Description
Subject Matter of Contract/Agreement Owner Participation Agreement
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Mitchell	41 East 60 th St. 6 th Fl. NY NY 10023	212-486-4444
2.	Barnet Liberman	421 Hudson St. NY NY 10014	212-243-7388
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

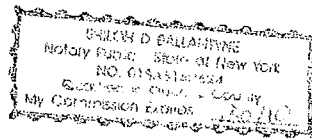
Name _____

Date _____

Subscribed and sworn to before me this 16 day of

April, 2009

Notary Public



CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

2. Policy

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

3. Instructions

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Block 1 Contracting Entity
Name FC Vegas 20, LLC
Address 50 Public Square, Suite 1360 Cleveland, Ohio 44113
Telephone 216-621-6060
EIN or DUNS 26-0342185

Block 2 Description Subject Matter of Contract/Agreement
Owner Participation Agreement
RFP#

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Form 10-K and organizational chart.

Date of Attached Document: For the year ended 1/31/2009 Number of Pages: 273

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

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

See Attached

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

By: FC Vegas 20, LLC, a Nevada limited liability company

By: Canton Centre Mall Limited Partnership, an Ohio limited partnership, its Sole Member

By: F.C. Canton Centre, Inc., an Ohio corporation, its General Partner

By: Dimitri Vazelakis, Vice President



Name
4/20/09

Date

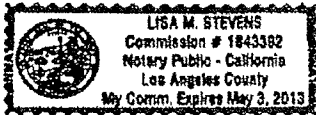
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 20, 2009 before me, Lisa M. Stevens, Notary Public

personally appeared Dimitri Vazelakis



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

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

WITNESS my hand and official seal.

Signature Lisa M. Stevens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate Disclosure of Ownership/Principal

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis

- ☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

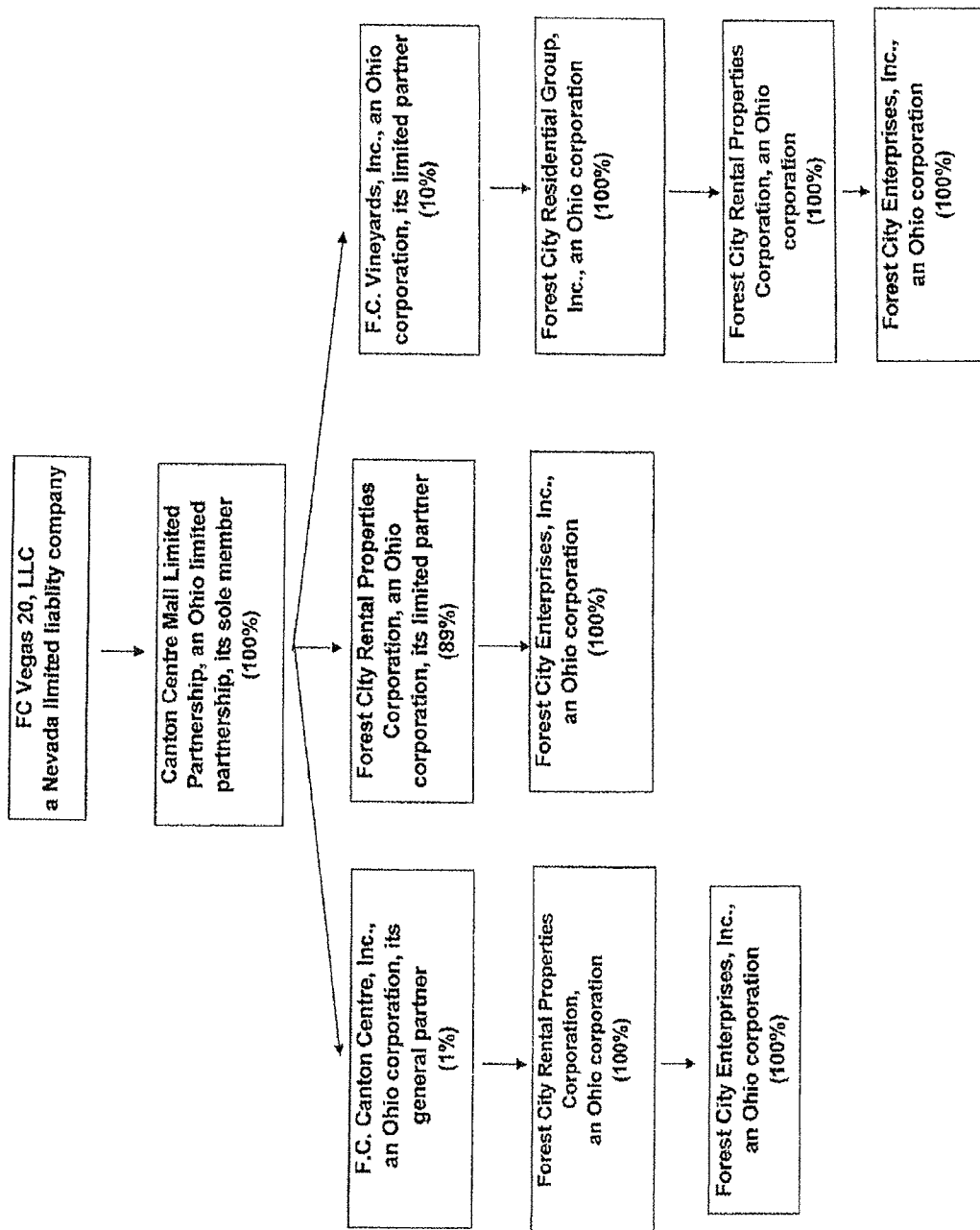
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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2. Policy

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

Block 1	Contracting Entity
Name FC Vegas 39, LLC	
Address 50 Public Square, Suite 1360 Cleveland, Ohio 44113	
Telephone 216-621-6060	
EIN or DUNS 20-8640805	

Block 2	Description
Subject Matter of Contract/Agreement	
Owner Participation Agreement	
RFP#	

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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Name of Attached Document: Form 10-K and organizational chart.

Date of Attached Document: For the year ended 1/31/2009 Number of Pages: 273

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

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

FC Vegas 39, LLC, a Nevada limited liability company

By: Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership, its Sole Member

By: Artus, Inc., an Ohio corporation, its General Partner

By: Dimitri Vazelakis, Vice President



Name
4/20/09

Date

See Attached

Subscribed and sworn to before me this _____ day of _____
_____, 2009

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 20, 2009 before me, Lisa M. Stevens, Notary Public

personally appeared Dimitri Vazelakis



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

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

WITNESS my hand and official seal.

Signature Lisa M. Stevens

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate Disclosure of Ownership/Principal

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis

- ☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

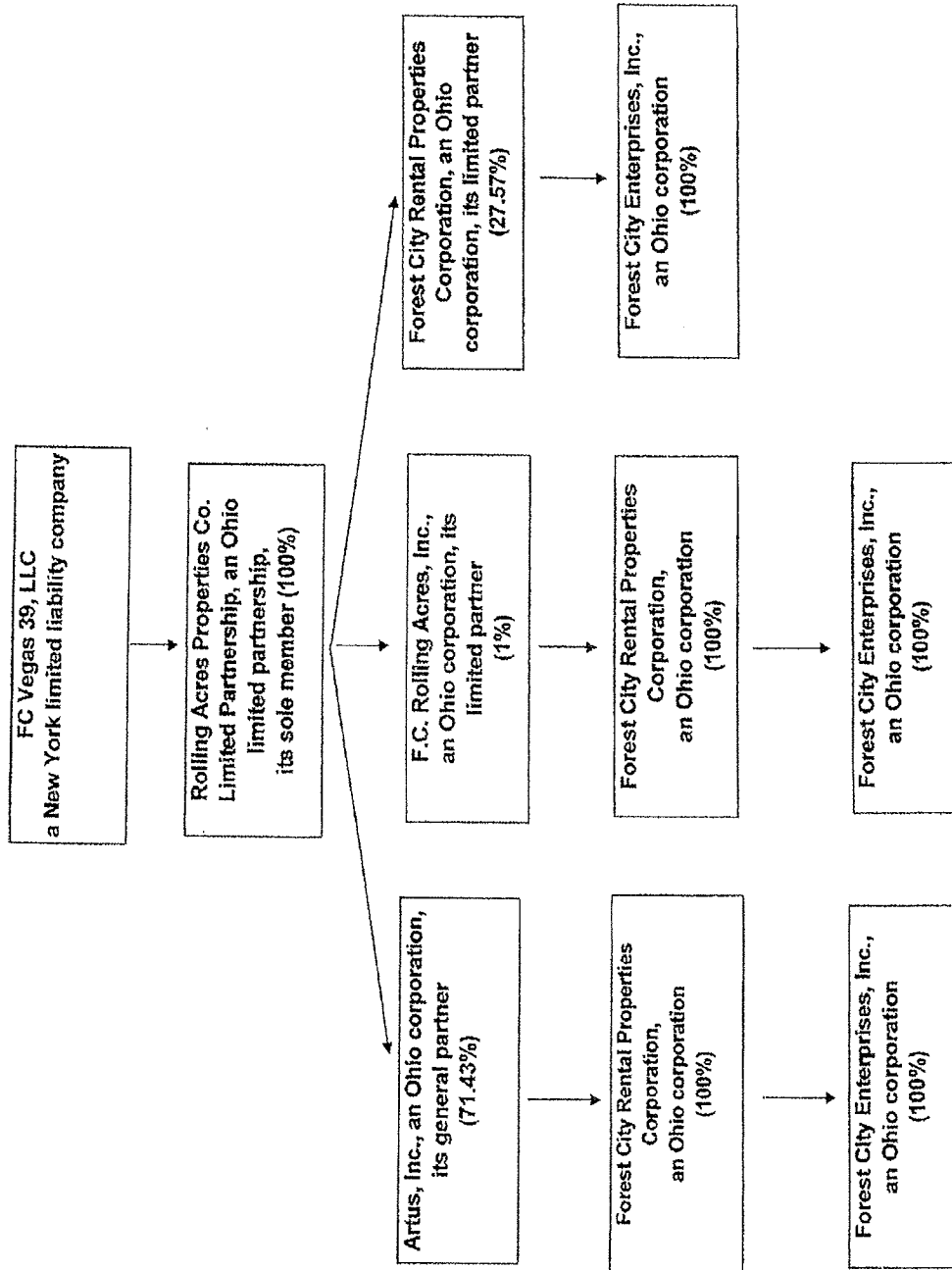


EXHIBIT B

Attachment 1

History of the Development Entity *(submitted for preliminary qualification)*

The Property is held by LiveWork, FC Vegas 20 and FC Vegas 39, as tenants in common.

Forest City, through various affiliates owned and controlled by Forest City, owns and controls FC Vegas 20 and FC Vegas 39. FC Vegas 20 and FC Vegas 39 together own 60% of the tenancy in common interests in the Property. LiveWork owns 40% of the tenancy in common interests in the Property. Forest City Commercial is the manager of the Property pursuant to a management agreement between FC Vegas 20, FC Vegas 39 and LiveWork. The development entity for the Block Project will be one or more to-be-formed limited liability companies. An affiliate of Forest City will be the managing member of such development entities and will be the member responsible for all development, financing and operations.

Forest City Enterprises Credentials

- Founded in 1921
- Publicly Traded; NYSE
- \$10.9 Billion in Assets *
- \$2.2 Billion under Construction **
- National developer with extensive experience in:
 - Retail
 - Residential
 - Office
 - Hotels
 - Life-Science
 - Land Acquisition/Development

* As of 10/31/08

** As of 2008 3rd Quarter Earnings report

The following Forest City Enterprises subsidiaries will be directly involved with the Project

Forest City Commercial Development

Overall Project Management – Forest City's Commercial Group brings all facets of the company together during the project from leasing and financing to construction and operations/management.

Public/Private Partnerships – a key facet of Forest City's development expertise is relationships with public entities, including securing entitlements in very challenging markets. Forest City has strong relationships in cities and states across the US such as: San Francisco, New York, Cleveland, Washington D.C., Chicago, Cambridge, Rancho Cucamonga, Temecula, Simi Valley, San Jose, Oakland, Denver and New Mexico.

Design Management – with deep experience in the design and architectural aspects of development, the Forest City team manages the design from hiring consultants all the way through execution of the plans.

Construction Management and Cost Control – opening projects representing \$770M in cost in 2008 alone, Forest City has extensive experience in managing the construction process and delivering projects within financial hurdles.

Forest City Management

Forest City's Commercial Management and Operations team is a seasoned group of industry veterans with over 40 years experience. The Operations Team exhibits meticulous attention to detail in the areas of landscaping, housekeeping, security, and guest services.

Asset Management – the Forest City team maximizes the value of operating properties with a focus on EBDT growth and occupancy management; with \$217.2M in annual earnings, the commercial group has the ability to analyze and improve large scale retail projects.

Marketing – positioning and promoting properties is one of the strengths of the FC Management team.

City Relationships – the Management team embraces the city relationship and the partnership with all public entities after the development phase of the project is complete.

Forest City Finance

Forest City maintains in-house financing capabilities and relationships with the top commercial, residential, and construction lenders in the business. Forest City secured \$559M in financing during the second half of 2008 for both residential and commercial projects.

Substantial experience in financing large, urban and suburban development projects where construction occurs in phases over time, and includes multiple product types, such as residential, retail, hotel, and office.

Forest City uses non-recourse mortgage indebtedness for a majority of the costs of construction, and funds the remaining capital with internally generated equity.

Forest City's use of internally generated capital and its refinancing strategy allows Forest City to apply surplus financing proceeds to new investment opportunities without the continual need to access outside sources of equity capital in the public or private capital markets.

See attached Annual Reports and website (<http://forestcity.net>) for additional company information.

EXHIBIT B

Attachment 2

Resumes of all Principals and Key Individuals

Forest City's key principals and management associated with this transaction are as follows:

Charles A. Ratner - *President and Chief Executive Officer, Forest City Enterprises, Inc.* Charles Ratner is a member of its board of directors. He is currently on the boards of the Greater Cleveland Partnership, The Musical Arts Association and United Way Services. He is on the board of the Jewish Community Federation, a trustee of the Mandel Associated Foundations, David and Inez Myers Foundation and University Hospital.

James A. Ratner - *Executive Vice President and Director, Forest City Enterprises, Inc. Chairman and CEO, Forest City Commercial Group, Inc.* James A. Ratner is chairman and CEO of the Forest City Commercial Group, the commercial real estate development and management division of Forest City Enterprises, Inc. The Forest City Commercial Group is responsible for the development of all retail, commercial and mixed-use development at Forest City. The group has fully staffed offices in Cleveland, Los Angeles, New York, Boston, Chicago and Denver.

David J. LaRue - *President and Chief Operating Officer, Forest City Commercial Group, Inc.* David J. LaRue is president and chief operating officer of Forest City Commercial Group, Inc.; Forest City's largest strategic business unit. LaRue is responsible for the execution of operating and development plans within the Commercial Group, which owns, develops, acquires and manages retail, office, hotel and mixed-use projects throughout the United States.

Dimitri Vazelakis - *President, West Coast Commercial Development.* Dimitri Vazelakis is President of Forest City West Commercial Group. Vazelakis manages the Company's new development opportunities and all aspects of the commercial real estate development process in California and the West Coast.

Eric Louttit - *Vice President, Forest City Finance.* Eric Louttit is a Vice President of Forest City Finance Corporation, a subsidiary of Forest City Enterprises. In this role, he is responsible for obtaining first mortgage financing as well as other forms of capital for new and existing commercial real estate projects in the western US.

Joginder Singh - *Executive Vice President, Forest City Commercial Construction.* Joginder Singh is in charge of construction activities for the Commercial Group involving retail, office and mixed-use projects from conceptual planning to the opening of the facility. This encompasses the Engineering and Estimating activities, contract preparation and execution, bidding and contract negotiations and assisting Development and Management from conceptual through final completion of projects. He also advises, assists and coordinates design and construction drawings.

David Phillips - *Vice President, Forest City Commercial Construction.* David Phillips is responsible for the construction of commercial real estate as developed by Forest City West

Commercial Group. Phillips has managed the construction of new commercial developments and expansions to existing properties.

EXHIBIT B
Attachment 3
Organizational Structure of the Development Entity

See Attachment 1 to Exhibit B

EXHIBIT B

Attachment 4

Evidence of Site Control (i.e. deed, option to purchase, or purchase contract)

SEE ATTACHED



First American Title
3960 Howard Hughes Parkway, S-600
Las Vegas, NV, 89169

June 23, 2008

Matthew Danow, Esq.
Katsky & Korins, LLP
605 Third Avenue, 16th Floor
New York, NY 10158-1699
Phone: (212)716-3312
Fax: (212)716-3332

Customer Reference: 139-34-311-043, etal.

Title Officer: Julie A. Skinner
Phone: (702)677-3500

Order Number: NCS-283562AD-HHLV

Escrow Officer: Amy Klinzing
Phone: (702)677-3500

Property: NV, 139-34-302-009, etal.

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: June 11, 2008 at 7:30 A.M.
2. Policy or Policies to be issued: Amount
(A) ALTA Loan Policy \$To Be Determined
Proposed Insured:
To Be Determined
3. (A) The estate or interest in the land described in this Commitment is:
Fee
(B) Title to said estate or interest at the date hereof is vested in:
FC Vegas 39, LLC, a New York limited liability company as to an undivided 39.775% interest and
FC Vegas 20, LLC, a Nevada limited liability company as to an undivided 20.225% interest and
Livework, LLC, a Delaware limited liability company as to an undivided 40% interest all as tenants
in common
4. The land referred to in this Commitment is situated in the County of Clark, State of Nevada, and
is described as follows:

PARCEL 1:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS
SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE
COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:

LOT FOURTEEN (14) AND THE SOUTH FIFTEEN (15) FEET OF LOT THIRTEEN (13) IN BLOCK
TEN (10) OF CLARK'S LAS VEGAS, TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 1 OF
PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 3:

LOT FIFTEEN (15) AND SIXTEEN (16) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE,
AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE
COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 4:

THE WEST 100 FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) OF CLARK'S LAS
VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN
THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

First American Title Insurance Company

PARCEL 5:

THE EAST FORTY (40) FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 6:

LOTS SEVENTEEN (17) THROUGH TWENTY-ONE (21) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 7:

BEING A PORTION OF THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT TWENTY-FIVE (25) OF BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN IN BOOK 1 OF PLAT MAPS, PAGE 37 AND ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE 20 FOOT WIDE PUBLIC ALLEY;

THENCE NORTH 27°54'30" EAST, ALONG THE EAST LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 174.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CLARK AVENUE (80 FEET WIDE);

THENCE SOUTH 62°07'28" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.99 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CASINO CENTER BOULEVARD (80 FEET WIDE);

THENCE SOUTH 27°54'30" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;

THENCE NORTH 62°06'34" WEST, A DISTANCE OF 139.99 FEET TO THE POINT OF BEGINNING;

PURSUANT TO THAT CERTAIN REVERSIONARY MAP IN BOOK 82 OF PLATS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND RECORDED DECEMBER 17, 1997 IN BOOK 971217 AS DOCUMENT NO. 00665, OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION WAS PREPARED BY ROBERT C. JOHNSON PLS, AT BAUGHMAN AND TURNER 1210 HINSON STREET, LAS VEGAS, NEVADA.

PARCEL 8:

LOT TWENTY-EIGHT(28) AND TWENTY-NINE (29) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 9:

First American Title Insurance Company

THE NORTH ONE AND ONE-HALF FEET TO LOT NINETEEN (19), ALL OF LOT TWENTY (20) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-ONE (21), ALL IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 10:

LOT TWENTY-TWO (22) AND THE NORTH HALF (N 1/2) OF LOT TWENTY-ONE (21) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-THREE (23) ALL IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 11:

THE NORTH HALF (N 1/2) OF LOT TWENTY-THREE (23) AND ALL OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 12:

LOTS TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 13:

LOTS FIVE (5) AND SIX (6) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 14:

LOT ELEVEN (11) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 15:

LOTS 19 AND 20 IN BLOCK 10 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 16:

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 17:

LOTS FIVE (5) AND SIX (6) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

First American Title Insurance Company

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTHWESTERLY 5.00 FEET AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JANUARY 27, 1976 IN BOOK 590 AS DOCUMENT NO. 549027 OF OFFICIAL RECORDS.

PARCEL 18:

LOTS THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 19:

LOTS NINE (9), TEN (10), ELEVEN (11), TWELVE (12) AND THE NORTHERLY TEN (10) FEET OF LOT THIRTEEN (13) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 20:

LOTS FOUR (4) THROUGH SIXTEEN (16) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THE INTEREST IN THE NORTHWESTERLY 5.00 FEET OF SAID LAND AS CONVEYED BY DEED RECORDED MAY 10, 1978 AS DOCUMENT NO. 844496, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 21:

LOTS TWENTY-EIGHT (28), TWENTY-NINE (29) AND THIRTY (30) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 22:

LOT SEVENTEEN (17) AND THE SOUTH 101/2 FEET OF LOT EIGHTEEN (18) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED JUNE 6, 1991 IN BOOK 910606 AS INSTRUMENT NO. 00707 OF OFFICIAL RECORDS.

PARCEL 23:

THE NORTH 14 1/2 FEET OF LOT EIGHTEEN (18) AND THE SOUTH 23 1/2 FEET OF LOT NINETEEN (19), BLOCK SEVEN (7), CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

First American Title Insurance Company

NO. 03570 OF OFFICIAL RECORDS.

PARCEL 32:

LOTS TWENTY-TWO (22) AND TWENTY-THREE (23) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 33:

LOTS TWENTY-FOUR (24) THROUGH TWENTY-SEVEN (27) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 34:

LOTS ONE (1), TWO (2), THREE (3), THIRTY-ONE (31), AND THIRTY-TWO (32) IN BLOCK 8 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

First American Title Insurance Company

EXHIBIT C

Description and Narrative of the Development Project

A complex of buildings consistent with the size and scope of the Project as set forth in Attachment “2” and Attachment “3” to this Exhibit C, and which may contain the following characteristics:

- a) Up to 1 million square feet of Class-A office space in a series of office towers over several phases;
- b) Approximately 300,000 square feet of retail space in several phases;
- c) Up to 3,800 parking spaces;
- d) The overall Project site plan will call for a pedestrian-friendly promenade along First Street which will facilitate easy access within the Project and promote connectivity, urban vitality and sustainability.

EXHIBIT C

Attachment 1

Copies of Project Contracts and/or Memoranda of Understanding

[Not Applicable]

EXHIBIT C

Attachment 2

Detailed Performance/Construction Schedule

BLOCK PROJECT PHASING PLAN*

Phase 1 (2010-2012)

Office Space:	250,000 square feet
Retail Space:	43,000 square feet
Gaming Concourse:	31,000 square feet
Parking Spaces:	878 spaces

Phase 2

Office Space:	187,500 square feet
Retail Space:	150,000 square feet
Parking Spaces:	1,013 spaces

Phase 3

Office Space:	187,500 square feet
Parking Spaces:	563 spaces

Phase 4

Office Space:	187,500 square feet
Retail Space:	76,000 square feet
Parking Spaces:	791 spaces

Phase 5 (2018-2020)

Office Space:	187,500 square feet
Parking Spaces:	563 spaces

TOTAL PROGRAM

Office Space:	1,000,000 square feet
Retail Space:	269,000 square feet
Gaming Concourse:	31,000 square feet
Parking Spaces:	3,808 spaces

* All phases of the Block Project will be determined prior to construction. The ultimate size and timing of phases will be driven by market demand.

EXHIBIT C
Attachment 3 (1 of 3)
Site Plan and Rendering (submitted for preliminary qualification)

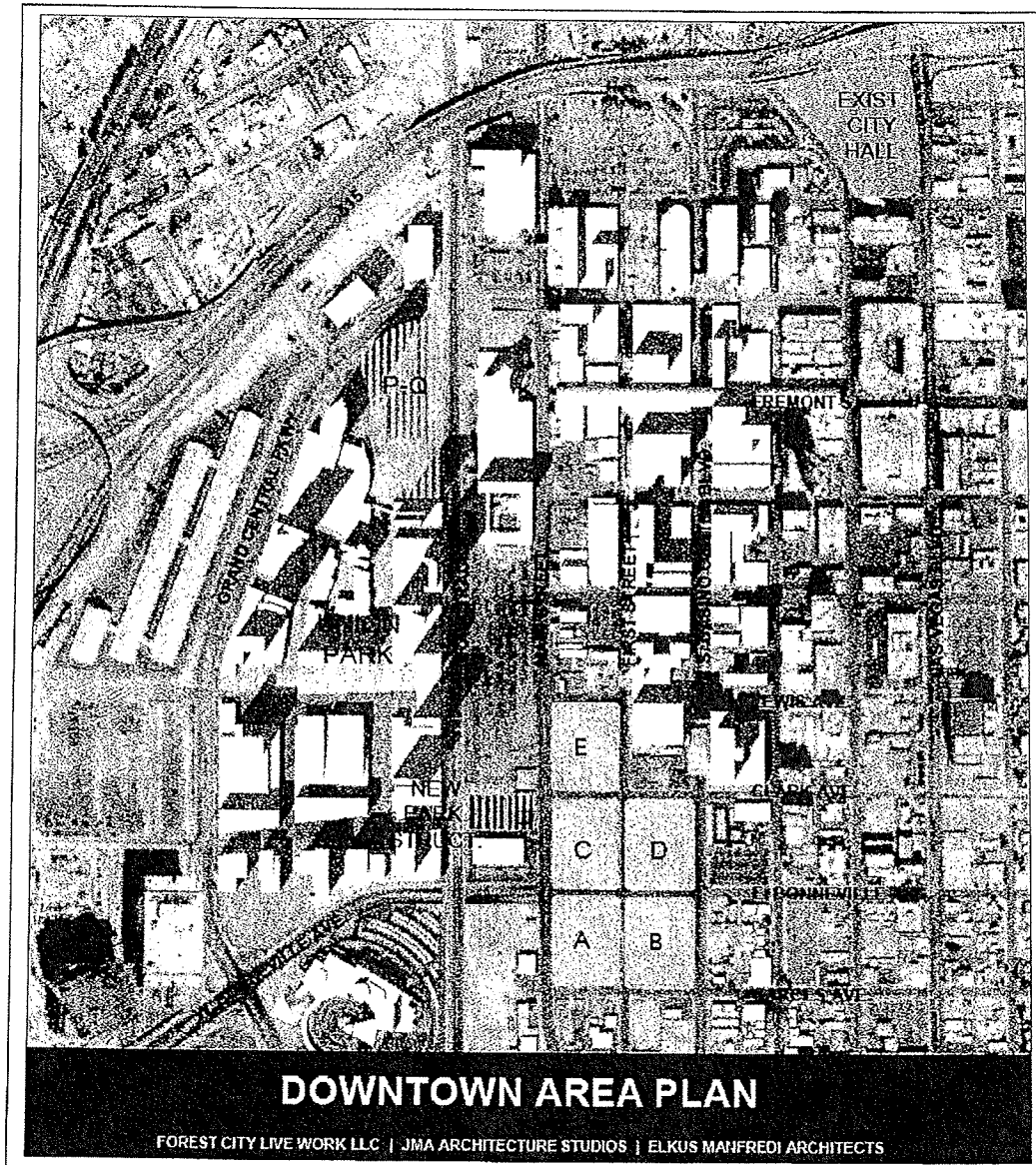


EXHIBIT C
Attachment 3 (2 of 3)
Site Plan and Rendering (submitted for preliminary qualification)

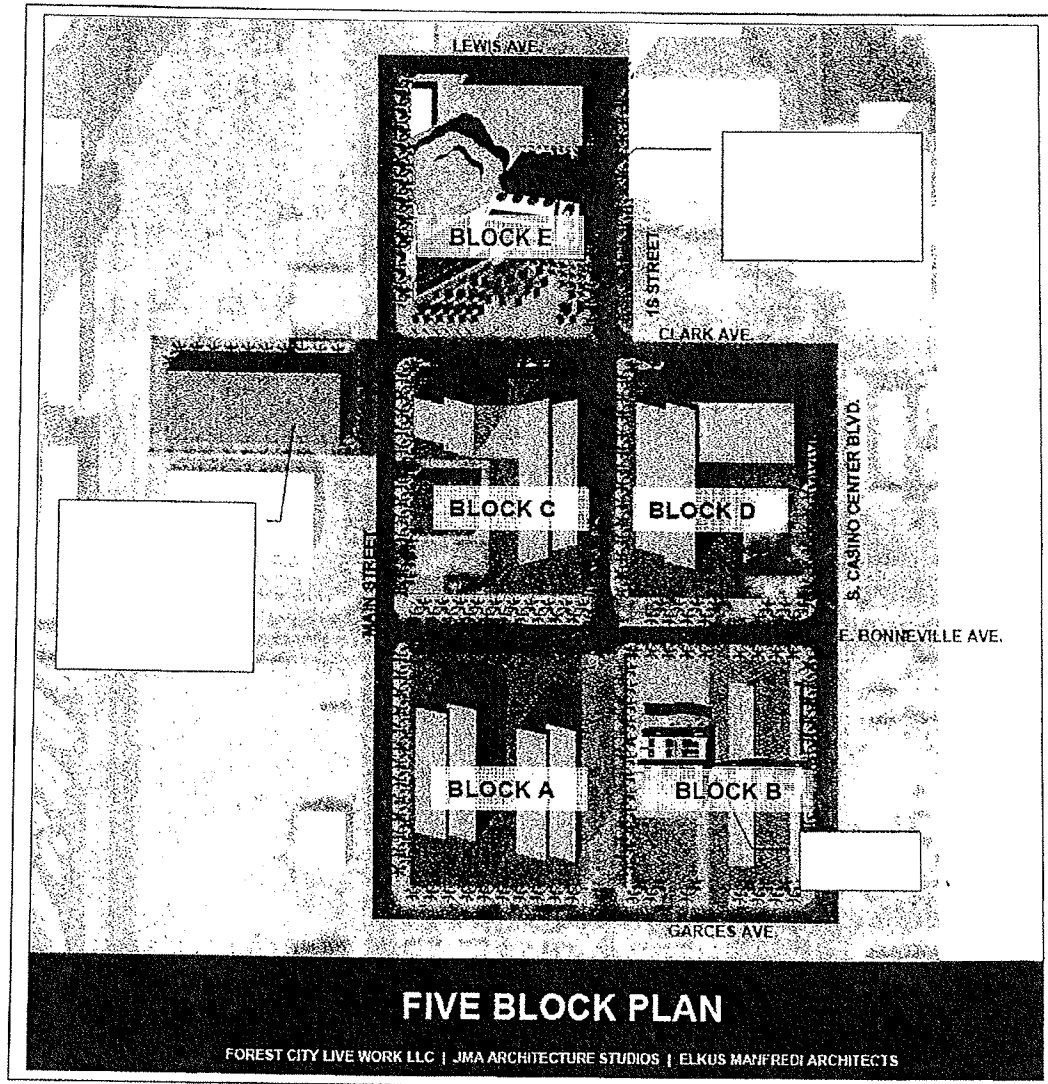


EXHIBIT C

Attachment 3 (3 of 3)

Site Plan and Rendering (submitted for preliminary qualification)

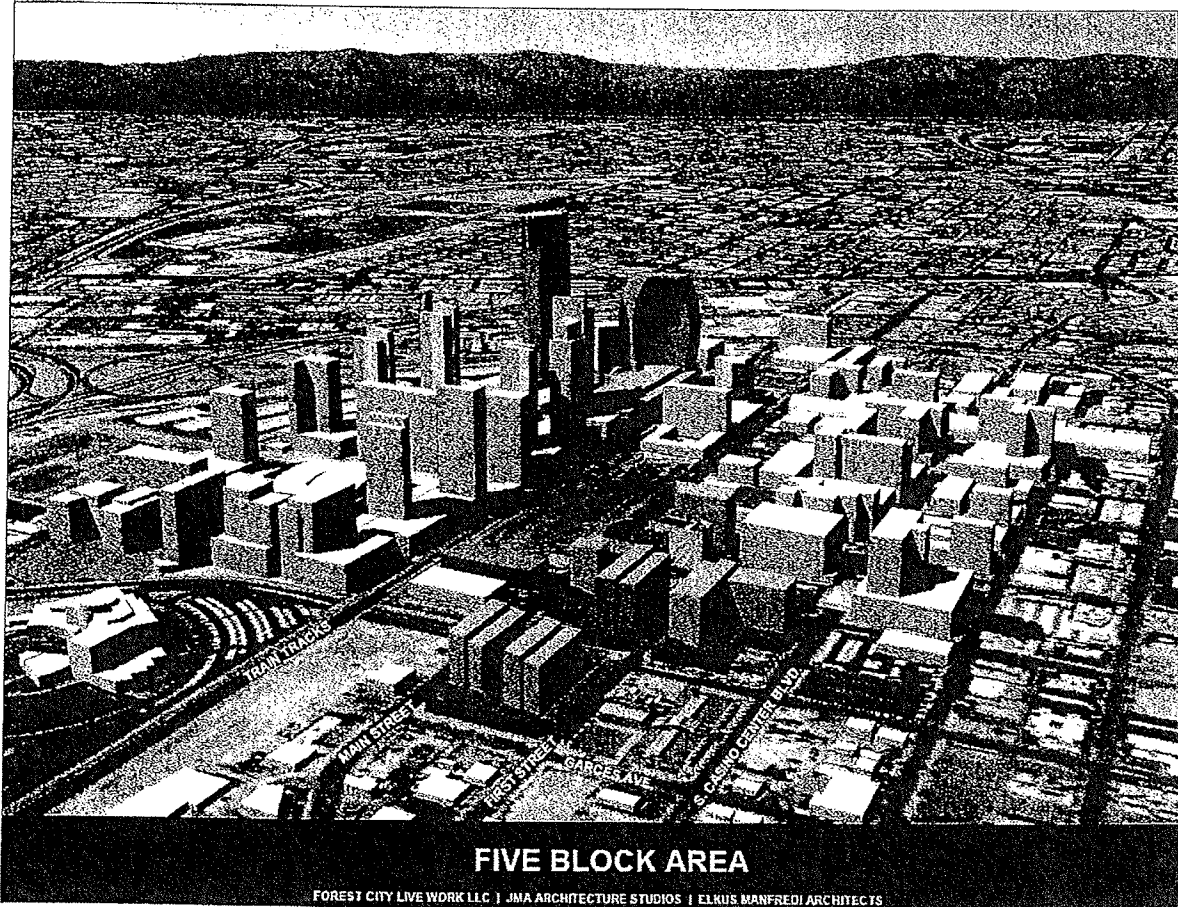


EXHIBIT D Project Funding and Financial Information

Attachment 1

List and Breakdown of Sources and Uses of Funds to Undertake Project (submitted for preliminary qualification)

Breakdown of Sources and Uses

SOURCES:

Equity	\$278,100,000
Construction Loan	\$406,800,000
Present Value of Tax Increment (1)	\$24,000,000
Total	\$708,900,000

USES:

Land Acquisition	\$75,400,000
Land Loan	\$31,500,000
Total Land Cost (2) (3)	\$106,900,000
Offsite, Demo/Remediation, Site Work, etc	\$22,500,000
Office & Retail	\$294,500,000
Reserved Structured Parking	\$63,100,000
Unreserved Structured Parking (4)	\$31,600,000
Total Hard Cost	\$411,700,000
Total Soft Cost	\$190,300,000
Total Project Cost / Total Uses	\$708,900,000

(1) Equal to \$45 million of total tax increment revenues, discounted at a 4.57% city specified rate to 2009 present value dollars.

(2) Approximately \$5.4 million or total land cost is composed of publicly dedicated land, which accounts for a portion of total public improvement costs.

(3) This application is intended to cover all five blocks (A-E) incorporating Blocks B and E currently planned for the RTC and City Hall respectively should they become available. The five blocks have a total land cost of \$167.6 million (including carry cost only for Blocks A, C & D) of which Blocks A, C & D account for the \$106.9 million shown above. All quantitative information included in this TIF Application assumes that the development plan in its current form occurs only on three blocks (Blocks A, C & D). To the extent that the proposed uses of Block E (City Hall Site) and Block B (RTC Site) change and such Blocks become available for private development, the amount of available increment would increase as would the cost of infrastructure. However, in the absence of detailed plans for a four or five block development scenario, neither the potential additional increment, nor the requirement for additional infrastructure or land cost are included in the numbers provided.

(4) Assumes for the purposes of this application that all parking is funded by the applicant, and does not contemplate transferring a portion of the parking to the public as assumed in a prior proposal. However, as provided in the Master Development Agreement, the applicant "shall review various methods of parking to service the Block Project," and the applicant would like to reserve the right to revisit this issue at a later date to discuss both the mechanisms for funding unreserved parking and the amount of parking required.

LV Live Work 030508 v2 TIF UPDATE 2009-5-27.xls

EXHIBIT D

Attachment 2

Pro-forma Statements for 5-years or Length of Ownership of Development Entity

Please refer to attached Forest City Annual Report.

EXHIBIT D

Attachment 3

Current Financial Statements (2 yrs); P & L (2 yrs); and Balance Sheet (2 yrs)

Please refer to attached Forest City Annual Report.

EXHIBIT D

Attachment 4

Current Banking Relationships and Performance Bond References

Please refer to attached Forest City Annual Report.

EXHIBIT D

Attachment 5

Demonstration that performance bonds are required, finding of necessity

[Not Applicable]

EXHIBIT E

Explanation of How Project Complies with RDA Plan

- The Project encourages the creation of new business or other appropriate development.
- The Project creates jobs or other business opportunities for nearby residents.
- The Project increases local revenues from desirable sources.
- The Project increases levels of desirable human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located.
- The Project requires for its construction, installation and operation the use of qualified and trained labor.

Public Purpose/Impact Analysis

Title of Project: LiveWork Las Vegas Owner Participation Agreement

Project Description: The City of Las Vegas Redevelopment Agency proposes to enter into an Owner Participation Agreement (OPA) with LiveWork LLC, FC Vegas 20, LLC, and FC Vegas 39, LLC for the development of a five (5) block phased, multi-use urban development including a new city hall facility on Block E of the Master Plan and up to 1 million square feet of Class-A office space and 300,000 square feet of retail space. The developer holds fee title to certain property consisting of approximately 12.02 acres and comprising 5 blocks within the Redevelopment Area. This Owner Participation Agreement applies to Phase I as well as future phases.

Sponsor/Developer: Forest City / LiveWork LLC

Assistance Provided by: City of Las Vegas Redevelopment Agency

Number of Direct Jobs Created: 3,700 Permanent Jobs

Number of Indirect Jobs Created: 3,400 Construction Jobs

Number of Direct Jobs Retained:

Pertinent Statutes Used for Public Purpose:

NRS 279.676

How Does the Project Benefit the Public:

This project is expected to bring an estimated 3,700 permanent jobs to the City of Las Vegas. By swapping Parcels P and Q of Symphony Park, the city achieves a new city hall facility and facilitates redevelopment of a 5-block land assemblage. The development also provides much needed Class A office space and ground-floor retail to the downtown area. The development of a new city hall will free up an additional 18-acre site, the existing city hall site and vacant land east of city hall, for economic development. The existing city hall site and vacant land east of city hall are currently valued very conservatively between \$40,000,000 and \$60,000,000 just in land value. In addition, as part of the five-block redevelopment, a new public transit terminal is also being planned.

Quantitative Economic Benefits:

Along with bringing in an estimated 3,700 permanent jobs, the LiveWork Las Vegas development is expected to bring in \$0.9 billion in private investment, as well as generate \$3 to 4 million annually in tax increment revenue. Also, freeing up the current city hall site and combining that with the vacant land east of city hall is projected to bring in \$0.8 billion in private

investment. The existing city hall site and the vacant land adjacent to it are expected to generate at least \$600,000,000 in project value, as well as an additional 500 direct jobs depending on the use.

Private Investment:

Block B- \$130,000,000. Old city hall site \$600,000,000
Blocks C & D- \$275,000,000

Public Investment:

New City Hall \$137,000,000. This represents the capital cost of the City Hall project being financed through the COPs. The City intends to issue bonds through Certificates of Participation in the Lease/Purchase Agreement, in the approximate amount of \$185 million.

Total direct Economic Impact:

Approximately \$405 million in new private investment over the course of the entire development.

The first phase of construction alone will generate over \$137 million in new construction value, totaling no less than 250,000 square feet, and adding an estimated 1,600 jobs.

Total Indirect Economic Impact:

A critical addition to the amount of Class A office and ground floor retail space located in the downtown office core, as well as a new transit terminal. The relocation of the intermodal transit terminal will also free up 6 acres on the post office block for further development already in place. This Agreement in total facilitates the redevelopment of 45 acres in downtown Las Vegas as part of the long-term redevelopment strategy.

Economic Impact Study Performed: Yes ☒ No ☐

Return on Investment Analysis Performed: Yes ☐ No ☒

LiveWork Las Vegas

Public Purpose/Benefit Analysis

The City and Developer desire the LiveWork Las Vegas Property to be developed into a new commercial office, retail transit and civic center complex. The Project site is a five block assemblage located between Garces and Lewis Avenues and Main Street and Casino Center Boulevard. Block B has been leased to the Regional Transportation Commission of Southern Nevada ("RTC") for the development of a new Regional Transit Center.

The Project involves five city blocks which are to contain these elements:

- 1) 1,000,000 sq. ft of Class A office space
- 2) 300,000 sq. ft of ground floor retail
- 3) New City Hall Complex
- 4) Intermodal Transit Center

The developer has asked the City of Las Vegas Redevelopment Agency to consider providing tax increment financing incentives. The Agency is proposing in the Owner Participation Agreement (OPA) to offer a rebate of 82% of Available Accrued Real Property Taxes collected by the Agency based on the scope of the Project. As defined in the OPA, "Available Accrued Taxes" means the tax revenue distributed to the Redevelopment Agency, which is approximately 60% of the taxes attributable to the project.

In order to evaluate the public purpose and benefits of the proposed project, the Agency is following the guidelines established in the Community Redevelopment Law. Pursuant to NRS 279.486, in order for the Project to participate in TIF, the Agency must determine (a) The buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located; and (b) no other reasonable means of financing those buildings, facilities, structures or other improvements are available. The Agency has determined that the Project satisfies both of these tests. In reaching this determination, the Agency is making the following findings which are supported by the following documentation:

SUMMARY OF REQUIRED FINDINGS PER NRS CHAPTER 279.486(a)

	NRS Subsection	Finding	Supporting Documentation
1.	279.486(2)(a)(1)	Encourage the creation of new business or other appropriate development	Economic & Fiscal Impact Analysis
2.	279.486(2)(a)(2)	Create jobs or other business opportunities for nearby residents	Feb. 18 th City Council PowerPoint Presentation

	NRS Subsection	Finding	Supporting Documentation
3.	279.486(2)(a)(3)	Increase local revenues from desirable sources	Feb. 18 th City Council PowerPoint Presentation
4.	279.486(2)(a)(4)	Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located	Master Development Agreement- May 21 st , 2008
5.	279.486(2)(a)(5)	Possess attributes that are unique, either as to type of use or level of quality and design	Master Development Agreement- May 21 st , 2008
6.	279.486(2)(a)(6)	Require for their construction, installation or operation the use of qualified and trained labor	Owner Participation Agreement-Employment Plan
7.	279.486(2)(a)(7)	Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency	Master Development Agreement- May 21 st , 2008
8.	279.486(c)	Comparisons between the level of spending proposed by the agency and projections, made on a pro forma basis by the agency, of future revenues attributable to the buildings, facilities, structures or other improvements	Feb. 18 th City Council PowerPoint Presentation, Tax Increment Financing Application Summary
9.	279.486(a)(2)	No other reasonable means of financing those buildings, facilities, structures or other improvements are available	Tax Increment Financing Application Summary

Finding 1: The Project encourages the creation of new business or other appropriate development.

As part of the larger downtown redevelopment strategy, the Owner Participation Agreement between Forest City and the Redevelopment Agency directly facilitates the redevelopment of the current city hall site to a higher and better use, in addition to what the new 5-block development provides. The OPA indirectly is a key component to other redevelopment projects related to Symphony Park and the Lady Luck project.

Finding 2: The Project creates jobs or other business opportunities for nearby residents.

According to an economic analysis provided by Forest City's consultant, the first phase of development is expected to provide a conservative estimate of at least 1,163 permanent, full time jobs. As well as 3,700 permanent jobs at the completion of the development program.

Finding 3: The Project increases local revenues from desirable sources.

The 5-block development is projected to generate \$3 million to \$4 million annually in tax increment.

Finding 4: The Project increases levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located.

The relocation of the regional transit center is scheduled to be on Block B of the LiveWork development plan.

Finding 5: The Project possesses attributes that are unique, either as to type of use or level of quality and design.

The attributes of this development are very unique. The proposed five-block development provides a series of complex buildings containing Class "A" office space, ground floor retail, and a transit component that will be a great addition to the downtown area.

Finding 6: The Project requires for its construction, installation and operation the use of qualified and trained labor.

The City and the developer have announced that Whiting-Turner Contracting Company has been selected as the Construction Manager At-Risk for the New City Hall project. Whiting-Turner requires all subcontractors and suppliers to submit statements of qualifications that include proof of Contractor's license, bonding capacity, and insurance coverage. Whiting-Turner has also provided a detailed Employment Plan emphasizing their efforts to advertise to local qualified contractors to employ in the project, as well as provide details of their Outreach Program to reach minority groups. This includes partnering with the National Minority Supplier Development Council and the Las Vegas Minority Purchasing Council.

Finding 7: The Project demonstrates greater social and financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

With its modern design and the inclusion of some of the newest office space in the Las Vegas Valley, the Agency and the developer anticipate this project to transform an older area of downtown into an active hub that encourages business and human activity.

Finding 8: The Project would result in the Agency receiving a substantially higher level of future net revenues attributable to the buildings, facilities, structures or other improvements.

This project will make available the eighteen acres currently occupied by the current city hall and adjacent land for private development; of which the city will benefit financially via increased real property taxes at the time the parcel is sold. As part of the Master Development Agreement, the developer is also to build a Fire and Police Substation complex in the downtown area.

Finding 9: No other reasonable means of financing are available, because the Project has a sizable, civic-based component, thereby having negative annual cash flow (debt service exceeds net operating income).

The civic-based components included as part of the deal are the new city hall and fire/police complex. Also, the private, revenue-generating development parcels of The Block Project will not create a substantial rate of return without the assistance of the Redevelopment Agency.

Assumptions

Total Direct Employment (No. of Permanent Employees) - 1,600 at completion of Phase I, with the Project steadily increasing employee levels totaling 3,700 at build out.

Total Construction Value at completion of Phase I: \$177,100,000

Total Land Value: \$36,300,000

Total Building Square Footage at the completion of Phase I: 324,000 sq. ft

**Allan D. Kotin & Associates**

Real Estate Consulting for Public Private Joint Ventures
949 S. Hope Street, Suite 200, Los Angeles, CA 90015

310.820.0900
213.623.3841
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akotin@adkotin.com

Memorandum

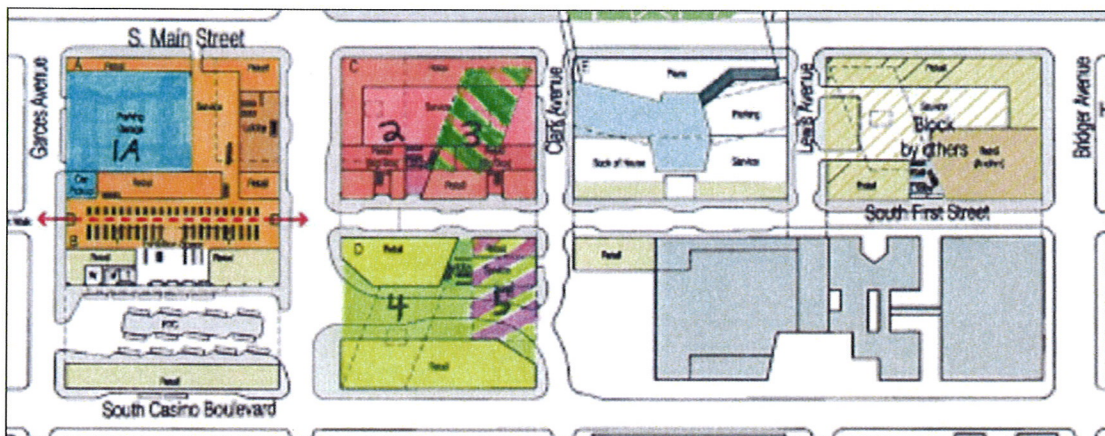
TO: Dimitri Vazelakis, Forest City Development
CC: Eric Louttit, Nick Vanderboom
FROM: Allan Kotin
RE: LAS VEGAS PUBLIC PURPOSE ECONOMIC MODEL

DATE: November 19, 2009

Background and Purpose

At your request, Allan D. Kotin & Associates ("ADK&A") has completed a "Public Purpose Economic Model" as a part of the Tax Increment Financing ("TIF") Application for the City of Las Vegas Redevelopment Agency. As this model is a supplement to the TIF Application, it was assumed that the model would also focus specifically on the "Block Project" which is composed of a three block mixed-use development in downtown Las Vegas to be developed by Forest City.

A diagram showing the phased Block Project is shown below with each of the phases numbered. In total, the project will create 1,000,000 square feet of office space, 169,000 square feet of general retail space, 100,000 square feet of anchor retail space and a 31,000-square foot gaming concourse. More detailed information on the scale and timing of this project is provided in the Master Input sheet at the end of this memo.



Results

The results of this effort provided on the two following pages. The first page is the form itself, "DATA INPUT FORM, PROJECT INFORMATION". Since an important part of this analysis is an estimate of employment, the second page an "EMPLOYMENT GENERATION TABLE". The employment estimates shown in the DATA INPUT FORM were taken from this table.

Following the two tables, this memo continues with a discussion of their derivation.

ADK&A

Memorandum

RE: LAS VEGAS PUBLIC PURPOSE ECONOMIC MODEL

DATA INPUT FORM PROJECT INFORMATION

Form Section: **1**

Prospect Name: LiveWork, LLC, FC Vegas 20, LLC, FC Vegas 39, LLC
Industry Code / Name: **10000000**

	YEAR 1 2010	YEAR 2 2011	YEAR 3 2012	YEAR 4 2013	YEAR 5 2014	YEAR 6 2015	YEAR 7 2016	YEAR 8 2017	YEAR 9 2018
BASIC PROSPECT INFORMATION									
Total Direct Employment:	(1)		1,600	1,600	3,100	3,100	4,100	4,100	5,600
Percent of Employees Living in Las Vegas									
Total Annual Payroll:									
Percent Skilled Workforce	(2)		35%	35%	35%	35%	35%	35%	35%
Percent Semi-Skilled Workforce	(2)		20%	20%	20%	20%	20%	20%	20%
Percent Unskilled Workforce	(2)		45%	45%	45%	45%	45%	45%	45%
REAL ESTATE AND EQUIPMENT									
Total Value of New Construction (year of constr. completion) (\$ (3)			\$177,100		\$180,500		\$82,300		\$178,400
Land Value (year of constr. completion) (\$000) (4)			\$36,300		\$14,900		\$17,100		\$18,000
Land Area in Acres (year of constr. completion)			2.66		1.01		1.01		1.01
Building Square Footage (new construction only) (5)			324,000		337,500		187,500		263,500
Purchase Price (if buying existing building)			n/a		n/a		n/a		n/a
Annual Lease Cost (if leasing existing space)			n/a		n/a		n/a		n/a
Value of Local Equipment Purchases									
Value of Nonlocal Equipment Purchases									
UTILITIES AND INFRASTRUCTURE									
Estimated Monthly Electric Costs-notres only									
Estimated Monthly Natural Gas Costs-notres only									
New Park Acres Added			0		0		0		0
New Street Miles Added			0		0		0		0
Monthly Sewer Usage in 1,000 gallons (notres only)									
RESIDENTIAL PROJECTS ONLY <i>n/a - No residential uses in Block Project</i>									
New Housing Units (res. projects only)									
Average Square Feet per Unit									
Percent of Year Units are Occupied									
New Street Miles Added									
CASINO PROJECTS ONLY									
Number of Slot Machines			200	200	350	350	350	350	500
Number of Card Tables			0	0	0	0	0	0	0
Number of Other Table Games			0	0	0	0	0	0	0
Casino Revenues Subject to County Fees (\$000) (6)			\$5,700	\$5,900	\$10,700	\$11,000	\$11,300	\$11,700	\$17,100
City Gaming License Fees (\$000)									
INCENTIVES									
Project in Redevelopment Area (yes/no) (year of phase opening)			yes		yes		yes		yes
Economic Development Assistance Expenditures in RDA (\$000) (7)				\$600	\$600	\$1,300	\$1,300	\$1,700	\$1,700

Footnotes:

- (1) Direct Employment Estimated using ADK&A "Rough Employment Estimates v2". Calculated the midpoint of the "High" and "Low" scenarios for permanent jobs only. Does not include temporary construction jobs.
- (2) Weighted average of office and retail employees. Assumes office = 42% skilled, 18% semi-skilled, 40% unskilled (Source: Who are Your Future Tenants? Office Employment in the United States 2004 - 2014 Report by Association of Realtors & John Burns Consulting Company January 2007). Assumes Retail = 10% skilled, 28% semi-skilled and 62% unskilled.
- (3) All values in "Real Estate and Equipment" section are given for the year each given phase is completed and open. Construction for all phases is assumed to last 2 years. For example, Ph 1 is constructed in 2010-2011 and
- (4) Land Value includes purchase price of land plus carry cost.
- (5) Building Square Footage is composed of 1,000,000 sf Office, 269,000 sf Retail and 31,000 sf Gaming Concourse. Not included in the building square footage is an estimated 3,808 structured parking spaces.
- (6) Gaming Revenues based on an assumed wins per unit per day of \$105 per slot machine, which is equal to the average for Downtown Las Vegas slot machines from Nevada Gaming Control Board, Gaming Revenue Report.
- (7) Receipt of Tax Increment for a given phase is delayed one year after completion. It is assumed that Tax Increment will be received until March 2031 when Redevelopment Area sunsets.



Memorandum

RE: LAS VEGAS PUBLIC PURPOSE ECONOMIC MODEL

EMPLOYMENT GENERATION FOR BLOCK DEVELOPMENT EXCLUDING CITY HALL

PERMANENT JOBS (NUMBER OF FULL TIME EQUIVALENT POSITIONS)

		Permanent Employment-Low			Permanent Employment-High	
		Area 000 s.f.	Employees Per 1,000 s.f.	Total Employees	Area 000 s.f.	Employees Per 1,000 s.f.
Phase 1 (2010-2012)						
Office Space:	250,000 square feet	250.0	4.0	1,000	250.0	6.7
Retail Space:	42,600 square feet	42.6	2.0	85	42.6	5.0
Gaming Concourse:	31,000 square feet	31.0	2.5	78	31.0	5.0
PHASE TOTAL EMPLOYMENT				1,163		
Phase 2 (2012-2014)						
Office Space:	187,500 square feet	187.5	4.0	750	187.5	6.7
Retail Space:	150,000 square feet	150.0	2.0	300	150.0	5.0
PHASE TOTAL EMPLOYMENT				1,050		
Phase 3 (2014-2016)						
Office Space:	187,500 square feet	187.5	4.0	750	187.5	6.7
Phase 4 (2016-2018)						
Office Space:	187,500 square feet	187.5	4.0	750	187.5	6.7
Retail Space:	76,000 square feet	150.0	2.0	300	150.0	5.0
PHASE TOTAL EMPLOYMENT				1,050		
Phase 5 (2018-2020)						
Office Space:	187,500 square feet	187.5	4.0	750	187.5	6.7
TOTAL PROGRAM						
Office Space:				3,250		
Retail Space:				685		
Gaming Concourse:				78		
TOTAL BLOCK PROJECT PERMANENT EMPLOYMENT				3,713		
				ROUNDED		
				3,700		

CONSTRUCTION JOBS (NUMBER OF MAN YEARS OF FULL TIME EMPLOYMENT)

		Construction Employment-Low			Construction Employment-High	
		Proportion of Construction to Labor	Cost Per Man Year	Total Man Years	Proportion of Construction to Labor	Cost Per Man Year
Total Project Cost	708,900,000					
Less: Land	(108,900,000)					
Construction and Development	602,000,000	40%	\$ 70,000	3,440	50%	\$ 60,000
BLOCK PROJECT CONSTRUCTION				3,400		
				ROUNDED		

* Note: Estimates provided are illustrative and preliminary and are based solely on application of generalized ratios of employment to building area (perm estimated labor costs and labor allocations (construction). No consideration is given either to special factors in the proposed project which would raise estimate or to the potentially significant indirect or multiplier effects. Note also that this count reflects only jobs in place and not whether they are net to local economy.



Memorandum

RE: LAS VEGAS PUBLIC PURPOSE ECONOMIC MODEL

Assumptions And Methodology Used - DATA INPUT FORM, PROJECT INFORMATION

The value of new construction is based on initial cost assumptions as described below.

In Phase 1, there are approximately 324,000 square feet of built area including 250,000 for office, 42,600 retail and 31,000 for the gaming concourse. The total hard costs for this phase is approximately \$94.9 million which represents a cost of approximately \$290 per square foot. Soft costs add approximately \$45.9 million and the allocated land cost is \$36.3 million.

The initial starting direct construction costs for core and shell are \$125 per square foot for office space and \$120 for retail. The budget for the gaming concourse, without FF&E is \$175 per square foot.

The total cost, which is used in turn for the property tax calculations, is \$177.1 million

While there are certain one-time items associated with Phase 1, such as street beautification and temporary surface parking, there are also projected continuing increases in costs which, in this analysis, are assumed to be an even 3% per year. The result is that the subsequent phases represent somewhat higher cost per square foot.

Land cost, in this context, reflects the original purchase cost basis of \$75.4 million plus carrying costs at 7% per year

Since it is not contemplated that any additional utilities and infrastructure will be needed, that section of the data input form is left blank.

In this section designated "Casino Projects Only" the assumption is that there will initially be 200 machines in phase 1, growing to 500 machines by the completion of phase 4. Gaming revenue is based on an assumed "win per unit per day" of \$105 per machine which was reported to ADK&A as the average for downtown Las Vegas slot machines as cited in the Nevada Gaming Control Board Gaming Revenue Report For 2007.

The tax increment calculations reflect current practice in property assessment and calculation of tax increment and consider the entire 82% of increment available to the agency. Receipt of increment is delayed one year after project phase completion.

Assumptions And Methodology Used - EMPLOYMENT GENERATION TABLE

The employment generation table is explicitly based on the prior experience and judgment of ADK&A. Except for the allocation of employment as between office, skilled, semiskilled and unskilled, all of the estimates presented in the table are based on the prior experience of the consultant. The methodology used explicitly acknowledges is that there is a wide range of possible outcomes. For example, it is not possible to determine in advance how much of the actual office



Memorandum

RE: LAS VEGAS PUBLIC PURPOSE ECONOMIC MODEL

space will be occupied by back office or bullpen configurations which can get up to 6-10 persons per thousand square feet and how much will be in executive offices which, with conference rooms, can represent the density of only 2-3 persons per thousand square feet.

To address this variability, the consultant has chosen to make a high estimate, i.e. approximately 6.7 persons per thousand square feet which represents only 150 square feet per person and a low estimate of four persons per thousand or 250 square feet per person.

Since the pro forma called for an allocation of total employment as between different skill and office levels, the consultant relied on a publication by The National Association Of Realtors entitled "Who Are Your Future Tenants? Office Employment In The United States 2004-2014"

On the same employment table there is a simple approximation of construction employment based on first the assumption that labor constitutes 40% of cost and second that the average cost of a man year of construction labor is \$70,000.

CRITICAL QUALIFYING NOTE

The initial projections for the Block Project presented here were prepared in 2008 largely before the economic collapse in the fourth quarter of that year. Therefore they do not reflect current conditions but assume some "return to normal" within the next several years.

ADK&A

Memorandum

RE: LAS VEGAS PUBLIC PURPOSE ECONOMIC MODEL

MASTER INPUT

Project Assumptions								
Program Assumptions	PARCEL A		PARCEL C		PARCEL D		Total	
	Phase 1A	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5		
Office Space	-	250,000	187,500	187,500	187,500	187,500	1,000,000 sf	
Retail GLA	-	42,600	50,000	-	76,000	-	168,600 sf	
Anchor GLA	-	-	100,000	-	-	-	100,000 sf	
Gaming Concourse	-	31,000	-	-	-	-	31,000 sf	
Onsite Parking Built by Developer	-	878	1,576	-	1,354	-	3,808 spaces	
Onsite Parking Funded by Increment	-	-	-	-	-	-	- spaces	
Phasing Assumptions							1,268,600	
Construction Start	2010	2010	2012	2014	2016	2018		
Phase Complete	2012	2012	2014	2016	2018	2020		
Annual Escalation (From 2009)	3%							
Construction Cost Escalation	3%	3%	9%	15%	21%	27%		
Office Assumptions (\$2012)								
Rent	\$	40.00	\$	42.44	\$	45.02	\$	50.67 /sf
Parking Income (Reserved)	\$	2,160	\$	2,292	\$	2,431	\$	2,736 per space
Operating Expenses	\$	8.00	\$	8.49	\$	9.00	\$	10.13 /sf
RE Taxes		3.27%						of A.V.
Parking Structure Maint.	\$	500	\$	530	\$	563	\$	633 per space
Retail Assumptions (\$2012)								
GLA Rent	\$	37.00	\$	39.25	\$	41.64	\$	46.87 /sf
GLA CAM	\$	16.20	\$	17.19	\$	18.23	\$	20.52 /sf
Anchor Rent	\$	25.00	\$	26.52	\$	28.14	\$	31.67 /sf
Anchor CAM	\$	5.00	\$	5.30	\$	5.63	\$	6.33 /sf
Retail Rent Bumps	\$	2.00	\$	2.00	\$	2.00	\$	2.00 yrs. 4 & 8
RE Taxes		3.27%						of A.V.
Utilities	\$	1.00	\$	1.06	\$	1.13	\$	1.27 /sf
Insurance	\$	1.00	\$	1.06	\$	1.13	\$	1.27 /sf
Other	\$	10.00	\$	10.61	\$	11.26	\$	12.67 /sf
Promotion-Reg.	\$	2.00	\$	2.12	\$	2.25	\$	2.53 /sf
Project Phasing		4.00%	4.00%	4.00%	4.00%	4.00%		of income
Admin. Expenses	\$	0.60	\$	0.64	\$	0.68	\$	0.76 /sf
Rent Escalation		3%						
Op. Expense Escalation		3%						
Lease-Up Assumptions								
	Office	Retail						
Pre-Leased	50%	50%						
Leased End Yr 1	71%	92%						
Leased End Yr 2 (Stabilized)	92%	92%						

Land Assumptions (\$000)				
	Land Cost	Land Area	Land Cost/SF	Land Lease Rate (1)
Parcel A (Phase 1)	\$ 31,718	116,000	\$ 273	7.02%
Parcel B (RTC)	\$ 26,187			
Parcel C (Phases 2 & 3)	\$ 22,763	87,769	\$ 259	N/A
Parcel D (Phases 4 & 5)	\$ 20,912	87,815	\$ 238	N/A
Parcel E (City Hall)	\$ 34,470			
Total Land Value	\$ 136,050			

291,584 Total SF
6.69 Total Acres
\$258.56 /sf

Parking Assumptions							
Parking Requirements (2)	Phase 1A	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
Office GLA	-	250,000	187,500	187,500	187,500	187,500	1,000,000 sf
Required Spaces /1000 sf		3.0	3.0	3.0	3.0	3.0	
Retail GLA	-	42,600	150,000	-	76,000	-	268,600 sf
Required Spaces /1000 sf		3.0	3.0	3.0	3.0	3.0	
Total Required Parking Spaces	-	878	1,013	563	791	563	3,808 spaces
Onsite Parking Allocation							
Pre-Built for Next Phase (3)	-	-	563	-	563	-	1,126 spaces
Spaces Built In-Block	-	878	1,576	-	1,354	-	3,808 spaces
Onsite Parking Built by Developer	-	878	1,576	-	1,354	-	3,808 spaces
Onsite Parking Funded by Increment	-	-	-	-	-	-	- spaces

(1) Land lease Rate is FC's carry cost on the land, LIBOR + 325 basis points.

(2) City Hall and RTC parking spaces not currently accounted for. 10% of Central Structure spaces may be reserved for Phase 1 office tower.

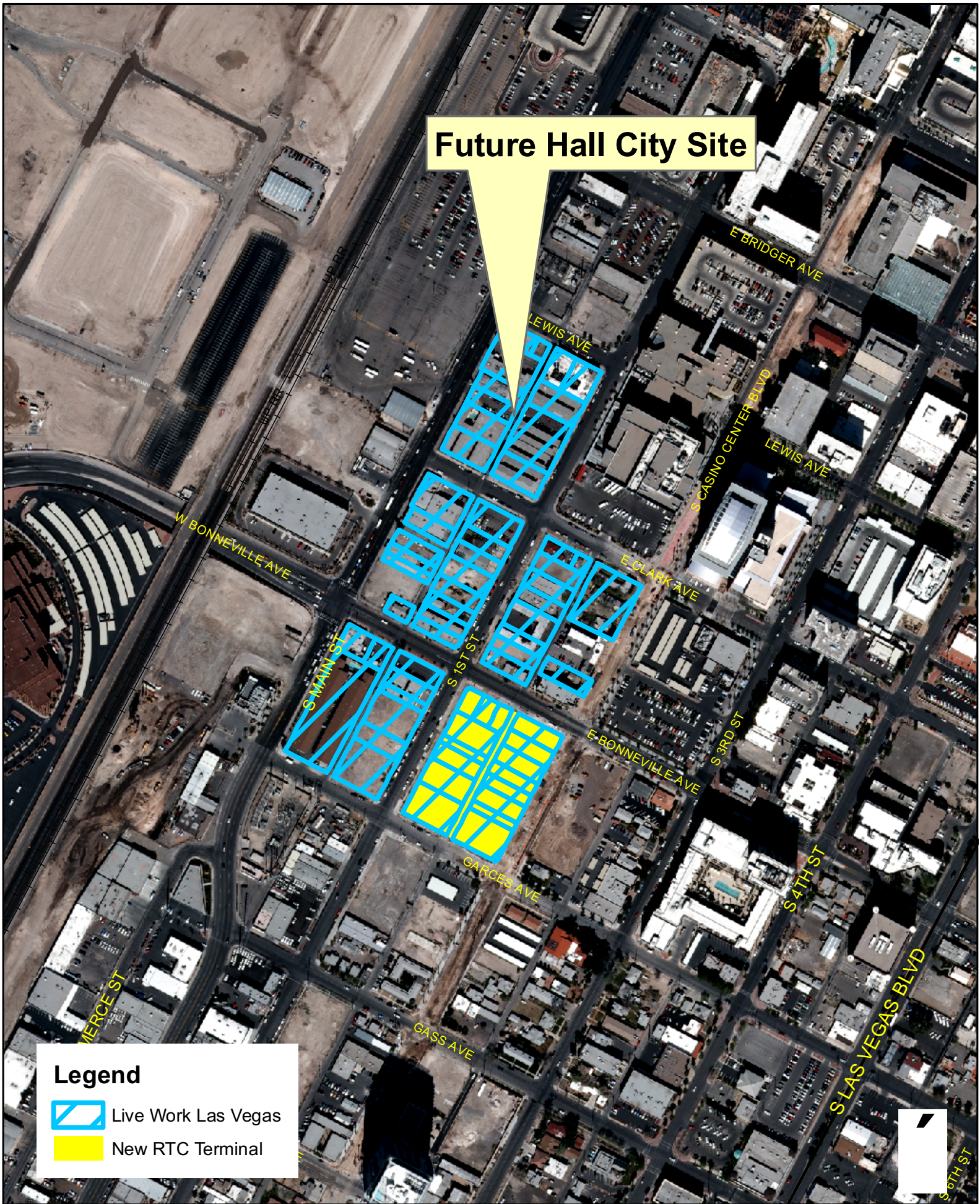
(3) Phase 3 parking is constructed in Phase 2 podium. Phase 5 parking is constructed in Phase 4 podium.

Site Map

Future Hall City Site

Legend

-  Live Work Las Vegas
-  New RTC Terminal



AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: BILL ARENT

SUBJECT:

Discussion and possible action regarding a City of Las Vegas Interlocal Agreement between the City of Las Vegas Redevelopment Agency (RDA) and the City of Las Vegas, Nevada, as it relates to the RDA's intent to pay a portion of the debt on the new city hall, if and when those funds are available - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) [NOTE: This is related to Item 6]

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept. / Division:

PURPOSE/BACKGROUND:

This Interlocal Agreement covers the RDA's intent to potentially pay a portion of the debt on the new city hall, if and when those funds are available. The RDA is permitted in the Nevada Revised Statutes to pay a portion of the construction costs of a publicly owned facility within the redevelopment area. This funding will be subject to the availability of excess funds in the RDA's budget. The RDA Board and the City Council will also have to approve the annual RDA budget to appropriate any excess funds to be used to pay the debt on the new city hall project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement Regarding the Distribution of Funds for the City Hall Project

INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION
OF FUNDS FOR THE CITY HALL PROJECT

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this _____ day of December, 2009, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, ("City") a political subdivision of the State of Nevada:

W I T N E S S E T H:

WHEREAS, the City will be entering into a lease purchase agreement for the development, acquisition and occupancy of a city hall building ("the City Hall Project"); and

WHEREAS, the City will be entering into a City Hall Development Agreement for the development of the City Hall Project; and

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment area; and

WHEREAS, NRS 279.486 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that “Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform”; and

WHEREAS, the City and RDA have entered into a Cooperation Agreement dated December 4, 1985 (“Cooperation Agreement”) which provides for the RDA’s reimbursement to the City for actions undertaken and costs and expenses incurred by it and on behalf of the Agency; and

WHEREAS, the City and RDA acknowledge that NRS 279.610 to 279.616, inclusive, addresses the requirement of the RDA annually submitting to the City a proposed budget of its administrative expenses and that monies appropriated for administrative expenses shall be kept in the community redevelopment agency administrative fund to be used to fund the administrative expenses of the RDA; and

WHEREAS, the City intends to construct the City Hall Project in downtown Las Vegas which is located in the Las Vegas Redevelopment Area; and

WHEREAS, the City will issue Certificates of Participation (“COPs”) to be used, among other things, to construct the City Hall Project in the city of Las Vegas.

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The RDA and the City acknowledge and agree that construction of the City Hall Project will be funded with proceeds from the 2009 Certificates of Participation (“COPs”).
2. The RDA will provide supplemental funding to the City for the debt payment of the 2009 COPs from any unobligated Tax Increment Revenue which it receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money to the RDA. No later than July 1st of each fiscal year, the RDA will appropriate certain funds, the amount to be determined on an annual basis, to be used as supplemental funding to the City for the debt payment of the COPs. Subject to the availability of RDA funds and the approval of the appropriation by the governing board of the RDA, payments to the City shall commence September 30, 2012__ and shall continue annually on each September 30th of each successive year until September 30, 2030. The supplemental funding to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

3. The Agency's obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements and any other existing or future financial obligations of the Agency as evidenced by agreements, including participation or development agreement with third parties, or notes, the Cooperation Agreement as amended (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations".)
4. The Agency hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b)(1) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.
5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the COPs or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the COPs and such other bonds.
6. If either Party fails to make any payment due hereunder within the time specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.
7. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.
8. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.
9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
11. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.
12. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.
13. By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.
14. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the RDA at the above addresses.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

City of Las Vegas Redevelopment Agency

(SEAL)

By: _____
Oscar B. Goodman, Chairman

ATTEST:

Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

 11/18/09
Legal Counsel

CITY OF LAS VEGAS, NEVADA

(SEAL)

By: _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

 11/18/09
Deputy City Attorney

**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

DEPARTMENT: CITY MANAGER**DIRECTOR: ELIZABETH N. FRETWELL**☐ Consent ☒ Discussion**SUBJECT:**

Discussion and possible action regarding a Redevelopment Agency Interlocal Agreement between the City of Las Vegas Redevelopment Agency (RDA) and the City of Las Vegas, Nevada, as it relates to the RDA's intent to pay a portion of the debt on the new city hall, if and when those funds are available - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow) [NOTE: This is related to Item 5]

Fiscal Impact☒**No Impact**☐**Augmentation Required**☐**Budget Funds Available****Amount:****Funding Source:****Dept. / Division:****PURPOSE/BACKGROUND:**

This Interlocal Agreement covers the RDA's intent to potentially pay a portion of the debt on the new city hall, if and when those funds are available. The RDA is permitted in the Nevada Revised Statutes to pay a portion of the construction costs of a publicly owned facility within the redevelopment area. This funding will be subject to the availability of excess funds in the RDA's budget. The RDA Board and the City Council will also have to approve the annual RDA budget to appropriate any excess funds to be used to pay the debt on the new city hall project. Any funds contributed from the RDA to the City under this agreement will only be used to pay the lease payments or debt payments on the new city hall.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Interlocal Agreement Regarding the Distribution of Funds for the City Hall Project

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OF FUNDS FOR THE CITY HALL PROJECT

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W I T N E S S E T H:

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WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment area; and

WHEREAS, NRS 279.486 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that “Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform”; and

WHEREAS, the City and RDA have entered into a Cooperation Agreement dated December 4, 1985 (“Cooperation Agreement”) which provides for the RDA’s reimbursement to the City for actions undertaken and costs and expenses incurred by it and on behalf of the Agency; and

WHEREAS, the City and RDA acknowledge that NRS 279.610 to 279.616, inclusive, addresses the requirement of the RDA annually submitting to the City a proposed budget of its administrative expenses and that monies appropriated for administrative expenses shall be kept in the community redevelopment agency administrative fund to be used to fund the administrative expenses of the RDA; and

WHEREAS, the City intends to construct the City Hall Project in downtown Las Vegas which is located in the Las Vegas Redevelopment Area; and

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NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The RDA and the City acknowledge and agree that construction of the City Hall Project will be funded with proceeds from the 2009 Certificates of Participation (“COPs”).
2. The RDA will provide supplemental funding to the City for the debt payment of the 2009 COPs from any unobligated Tax Increment Revenue which it receives pursuant to paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money to the RDA. No later than July 1st of each fiscal year, the RDA will appropriate certain funds, the amount to be determined on an annual basis, to be used as supplemental funding to the City for the debt payment of the COPs. Subject to the availability of RDA funds and the approval of the appropriation by the governing board of the RDA, payments to the City shall commence September 30, 2012__ and shall continue annually on each September 30th of each successive year until September 30, 2030. The supplemental funding to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

3. The Agency's obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements and any other existing or future financial obligations of the Agency as evidenced by agreements, including participation or development agreement with third parties, or notes, the Cooperation Agreement as amended (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations".)
4. The Agency hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b)(1) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.
5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the COPs or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the COPs and such other bonds.
6. If either Party fails to make any payment due hereunder within the time specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.
7. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.
8. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.
9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
11. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.
12. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.
13. By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.
14. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the RDA at the above addresses.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

City of Las Vegas Redevelopment Agency

(SEAL)

By: _____
Oscar B. Goodman, Chairman

ATTEST:

Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

 11/18/09
Legal Counsel

CITY OF LAS VEGAS, NEVADA

(SEAL)

By: _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

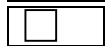
 11/18/09
Deputy City Attorney

**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

DEPARTMENT: CITY MANAGER**DIRECTOR: ELIZABETH N. FRETWELL**☐ Consent ☒ Discussion**SUBJECT:**

RESOLUTIONS:

R-84-2009 - Discussion and possible action regarding a City of Las Vegas Resolution finding that the proposed real estate exchange by and between City Parkway IV A, Inc., and PQ Las Vegas, LLC, for a parcel located in the area bounded by Main Street, First Street, Lewis Avenue and Clark Avenue for the parcel known as P/Q in Symphony Park is in the best interests of the public - Wards 3 and 5 (Reese and Barlow) [NOTE: This is related to Item 8 (R-85-2009)]

Fiscal Impact**No Impact****Augmentation Required****Budget Funds Available****Amount:****Funding Source:****Dept. / Division:****PURPOSE/BACKGROUND:**

This Resolution makes certain findings that justify that the Exchange Agreement is in the best interest of the public. Additionally, the City is claiming the economic development exemption under Nevada Revised Statutes 268.063, which authorizes the City to sell, lease or otherwise dispose of real property for purposes of economic development without first offering it to the public and for less than fair market value, if the City Council finds, by resolution, that it is in the best interests of the public to do so. This real estate exchange will generate over eight hundred (800) construction jobs on the new city hall alone. The proposed new hotel casino resort on the P/Q site would generate at least one thousand (1,000) new permanent jobs alone. The remainder of the LiveWork Las Vegas five block development could generate an additional three thousand seven hundred (3,700) direct jobs, three thousand four hundred (3,400) construction jobs, and over \$800,000,000 of taxable development.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Resolution No. R-84-2009

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WHEREAS, the development of the P/Q Site and the Queen of Hearts Site, which are both currently underutilized land in downtown Las Vegas, will contribute to the City's efforts to

1 revitalize the central core of downtown Las Vegas by bringing in at least one thousand (1,000)
2 direct jobs to downtown Las Vegas and roughly eight hundred (800) construction jobs; and

3 WHEREAS, NRS 268.063 authorizes the City to sell, lease or otherwise dispose of real
4 property for purposes of economic development without first offering it to the public and for less
5 than fair market value, if the City Council finds, by resolution, that it is in the best interests of the
6 public to do so; and

7 WHEREAS, the proposed exchange of the P/Q Site and Queen of Hearts Site with the
8 Developer is consistent with the intent of the above-referenced statute as a sale for purposes of
9 economic development because it will:

- 10 -Facilitate the establishment of new commercial enterprises or facilities within the City;
- 11 -Provide for the support, retention or expansion of existing commercial enterprises; and
- 12 -Thereby create and retain opportunities for employment for residents of the City; and

13 WHEREAS, the presence of the Developer, as a corporate entity to be located in the city
14 of Las Vegas, will contribute significantly to the potential for the successful achievement of
15 economic development in downtown Las Vegas relative to the P/Q Site, potential that may not
16 be as great if the P/Q Site is offered to the public and is offered at a potentially higher price; and

17 WHEREAS, the development of a new city hall on the Queen of Hearts Site is a more
18 intense use of the site and the relocation of the existing city hall will make existing city hall site
19 consisting of 18 acres of land on Las Vegas Boulevard available for redevelopment, which could
20 create many new direct and indirect jobs; and

21 WHEREAS, the existing city hall site could create another three thousand (3,000) direct
22 jobs and over \$800,000,000 taxable development on a site that is currently owned by the City of
23 Las Vegas and not taxable real estate; and

24 WHEREAS, the development of a new city hall as an anchor to a five block private
25 development by the Developer or its affiliates could generate an additional three thousand seven
26 hundred (3,700) direct jobs, three thousand four hundred (3,400) construction jobs and over
27 \$800,000,000 taxable development

1 WHEREAS, subject to the terms of the Exchange Agreement, the City also desires the
2 development of one thousand (1,000) hotel rooms, a casino and other accessory uses such as
3 retail, restaurants and live entertainment, thereby contributing to the City's efforts to revitalize
4 the central core of downtown Las Vegas through the retention and/or creation of at least one
5 thousand (1,000) direct jobs in downtown Las Vegas; and

6 NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF
7 THE CITY OF LAS VEGAS HEREBY FINDS that the exchange of the P/Q Site to the
8 Developer for the Queen of Hearts Site, without first offering the P/Q Site to the public is for
9 purposes of economic development and is in the best interests of the public.

10 PASSED, ADOPTED AND APPROVED THIS 2nd day of December, 2009.

11
12 CITY OF LAS VEGAS ("City")

13
14 By: _____
15 OSCAR B. GOODMAN, Mayor

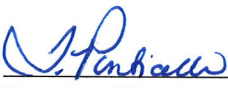
16 ATTEST:

17
18 _____
19 BEVERLY K. BRIDGES, MMC, City Clerk

20 Date of City Council Approval:

21
22 _____
23 Date

24 APPROVED AS TO FORM:

25
26  11/20/09
27 Deputy City Attorney Date
28

**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

DEPARTMENT: CITY MANAGER**DIRECTOR: ELIZABETH N. FRETWELL**☐ Consent ☒ Discussion**SUBJECT:****RESOLUTIONS:**

R-85-2009 - Discussion and possible action on a City of Las Vegas Resolution regarding the execution and delivery of the Joint Approval Certificate, Exchange and Parcel PQ Development Agreement and related agreements concerning the city hall project and parcel PQ project; approving the execution and delivery of related agreements and documents by City Parkway IV A, Inc., City Parkway V, Inc., and Office District Parking I, Inc.; ratifying actions previously taken and pertaining to the foregoing by the city, its officers and employees and providing for other matters relating thereto (\$100,000 – City Parkway IV A, Inc.) - Wards 3 and 5 (Reese and Barlow) [NOTE: This is related to Item 7 (R-84-2009)]

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$100,000**Funding Source:** City Parkway IV A, Inc.**Dept. / Division:** OBD/Admin**PURPOSE/BACKGROUND:**

This Resolution concerns the multiple real estate documents and transactions needed to exchange real property between the City Parkway IV A, Inc., and PQ Las Vegas, LLC, to develop a new city hall, a hotel casino resort, and a multiple phase mixed-use development in downtown Las Vegas. This Resolution will approve all of the necessary agreements, documents and memorandums.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Resolution No. R-85-2009
3. Disclosures of Principals

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 2, 2009

DEPARTMENT: CITY MANAGER

ITEM DESCRIPTION: Resolution and possible action regarding the execution and delivery of the Joint Approval Certificate, Exchange and Parcel PQ Development Agreement and related agreements concerning the city hall project and parcel PQ project

1. This Agenda Item is an "umbrella" item which approves certain real estate transaction documents and related documents required for the Forest City/LiveWork project, which includes (a) the City Hall project; (b) the hotel-casino project on Parcel P-Q; and (c) the "Block Project", which is a civic center campus comprised of 1,000,000 square feet of office space, 300,000 square feet of retail space, and the Bonneville Transit Center.
2. The real estate documents being approved are:
 - a. Exchange and Parcel P-Q Development Agreement
 - b. Memorandum of Exchange and Parcel P-Q Development Agreement
 - c. Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement
 - d. Supplemental Fee and Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing
 - e. P-Q Ground Lease
 - f. Master Exclusive Negotiation Agreement
 - g. Joint Approval Certificate
3. All of these real estate documents are on file with the City Clerk and, therefore, are available to the public for review.
4. Approval of these real estate documents will enable the City of Las Vegas, City Parkway IV A, Inc. and City Parkway V, Inc. to execute the documents thereby authorizing the real estate transactions to proceed.
5. The real estate transactions will not proceed unless the financing contingency defined in the Master Development Agreement, as amended, is removed through approval of the Omnibus Ordinance for the Lease-Purchase Agreement and the Certificates of Participation in the Lease-Purchase Agreement, which is due for consideration by the City Council on December 2, 2009.

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1 WHEREAS, the City has or will simultaneously herewith adopt Bill No.2009-50 which
2 by ordinance will authorize the execution and delivery of a Lease-Purchase Agreement and
3 related documents in order to finance the costs of the City Hall Project through the sale of
4 Certificates of Participation ("Certificates"); and

5 WHEREAS, pursuant to the MDA, the City Parties and Developer are prepared to
6 execute the Joint Approval Certificate, the form of which is on file with the City Clerk, to
7 confirm the satisfaction, completion and waiver of the Contingencies and to describe the
8 conditions and timing for Execution and Funding, pursuant to Section 5.9 of the MDA; and

9 WHEREAS, as part of the exchange of the Properties for the development of the City
10 Hall Project and Parcel PQ Project, there have been filed with the City Clerk, the forms of the
11 following documents to be executed and delivered at the time of the Certificates: (i) Exchange
12 and Parcel PQ Development Agreement dated December 17, 2009 between City Parkway IV A,
13 Inc. and PQ Las Vegas, LLC; (ii) Memorandum of Exchange and Parcel PQ Development
14 Agreement dated December 17, 2009 by and between City Parkway IV A, Inc. and PQ Las
15 Vegas, LLC ("Memorandum of Exchange"); (iii) Declaration of Special Land Use Restrictions,
16 Option to Purchase and Infrastructure Agreement dated December 17, 2009 by and between
17 City Parkway, V, Inc., City Parkway IV A, Inc., PQ Las Vegas, LLC and PQ Ground Lessee;
18 (iv) Ground Lease dated December 17, 2009 by and between City Parkway IV A, Inc. and PQ
19 Ground Lessee, LLC ("PQ Ground Lease"); (v) Supplemental Fee and Leasehold Deed of Trust,
20 Assignment of Rents, Security Agreement and Fixture Filing dated December 17, 2009 from
21 City Parkway IV A, Inc. and PQ Ground Lessee to First American Title Insurance Company,
22 Trustee, for KeyBank National Association, Beneficiary; and (v) Master Exclusive Negotiation
23 Agreement dated December 17, 2009 by and between City Parkway V, Inc. and PQ Las Vegas,
24 LLC ("Documents").

25 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES
26 HEREBY RESOLVE that all action taken heretofore by the Council and officers and employees
27 of the City taken with respect to or related to the City Hall Project and Parcel PQ Project and
28

1 toward the execution and delivery of the Documents as referred to in the Recitals is hereby
2 ratified, approved and confirmed; and

3 RESOLVED FURTHER, the Exchange and Parcel PQ Development Agreement
4 (“Exchange Agreement”), Declaration of Special Land Use Restrictions, Option to Purchase and
5 Infrastructure Agreement (“PQ Declaration”), Memorandum of Exchange, PQ Ground Lease,
6 Supplemental Deed of Trust, Assignment of Rents, Security and Fixture Filing (“Supplemental
7 Deed of Trust”) and Master Exclusive Negotiation Agreement are hereby approved in
8 substantially the forms on file with the City Clerk, with only such changes therein as are required
9 by the circumstances and are not inconsistent herewith.

10 RESOLVED FURTHER, the City approves City Parkway IV A, Inc. entering into and
11 performing the obligations under the Exchange Agreement, the PQ Declaration, PQ Ground
12 Lease and Supplemental Fee and Leasehold Deed of Trust. The City approves the officers of
13 City Parkway IV A, Inc. executing and delivering the Exchange Agreement, Memorandum of
14 Exchange, PQ Ground Lease, PQ Declaration and Supplemental Deed of Trust as are required
15 hereby.

16 RESOLVED FURTHER, the City approves City Parkway V, Inc. entering into and
17 performing the obligations under the PQ Declaration and the Master Exclusive Negotiation
18 Agreement. The City approves the officers of City Parkway V, Inc. executing and delivering the
19 PQ Declaration and the Master Exclusive Negotiation Agreement as are required hereby.

20 RESOLVED FURTHER, the form of the Joint Approval Certificate dated December 2,
21 2009 with Developer which is on file with the City Clerk is hereby approved. The City shall
22 enter into and perform its obligations under the Joint Approval Certificate in substantially the
23 form of such document on file with the City Clerk with only such changes therein as are required
24 by the circumstances and are not inconsistent herewith. The officers of the City are hereby
25 authorized and directed to execute and deliver the Joint Approval Certificate as required hereby.
26 The City approves City Parkway IV A, Inc. and Office District Parking I, Inc. entering into and
27 performing the obligations under the Joint Approval Certificate and the officers executing and
28 delivering the Joint Approval Certificate as required hereby.

1 RESOLVED FURTHER, the City authorizes the officers and employees of the City and
2 its attorneys to take all action necessary or appropriate to effectuate the provisions of this
3 Resolution, including without limitation, executing and delivering escrow instructions and other
4 related documents and instruments.

5 RESOLVED FURTHER, the City approves the officers of City Parkway IV A, Inc., City
6 Parkway V, Inc. and Office District Parking I, Inc. and their respective attorneys taking all action
7 necessary or appropriate to effectuate the provisions of this Resolution, including without
8 limitation, executing and delivering the escrow instructions and related documents and
9 instruments.

10 PASSED, ADOPTED AND APPROVED THIS _____ DAY OF DECEMBER, 2009.

11 CITY OF LAS VEGAS

12
13 By: _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16
17 _____
18 BEVERLY K. BRIDGES, MMC, City Clerk

19 APPROVED AS TO FORM:

20 

21 11/20/09
Date

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name FC Vegas 39, LLC
Address 50 Public Square, Suite 1360 Cleveland, Ohio 44113
Telephone 216-621-6060
EIN or DUNS 20-8640805

Block 2 Description Subject Matter of Contract/Agreement
Third Amendment to Master Development Agreement, City Hall Project
LiveWork Block Project
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ **Number of Pages:** _____

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

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 200__

Notary Public

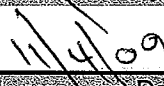
By: FC Vegas 39, LLC, a Nevada limited liability company

By: Rolling Acres Properties Co. Limited Partnership,
an Ohio limited partnership, its Sole Member

By: Artus, Inc., an Ohio corporation, its General Partner

By: Dimitri Vazelakis, Authorized Representative



Name


Date

See Attached

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

On November 4, 2009

Date

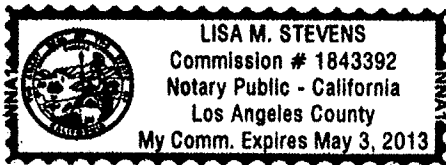
before me, Lisa M. Stevens, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Dimitri Vazelakis

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Lisa M. Stevens

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Certificate Disclosure of Ownership/Principal

Document Date:

Number of Pages:

3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Dimitri Vazelakis

☐ Individual

☒ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

FC Vegas 39

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
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CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name LiveWork LLC
Address 41 E. 60 th Street, 6 th Floor New York, NY 10022
Telephone 212-486-4444
EIN or DUNS 20-2675938

Block 2 Description Subject Matter of Contract/Agreement
Third Amendment to Master Development Agreement City Hall Project
LiveWork Block Project
RFP#

Block 3

Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Mitchell	41 East 60 th Street, 6 th Fl. NY, NY 10022	212-486-4444
2.	Barnet Liberman	421 Hudson St. NY, NY 10014	212-243-7388
3.	Las Vegas Land Partners, LLC	41 East 60 Street NY NY 10022	212 486 4444
4.	LiveWork Manager, LLC	41 East 60 Street NY NY 10022	212 486 4444
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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

[Signature]

Name

Nov 4, 2009

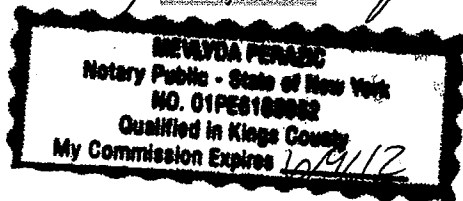
Date

David J Mitchell

Subscribed and sworn to before me this 4th day of

November, 2009

[Signature]
Notary Public



CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name: QH Las Vegas, LLC
Address: 50 Public Sq., Ste 1360 Cleveland, OH 44113
Telephone: 216-621-6060
EIN or DUNS: 27-1081513

Block 2 Description Subject Matter of Contract/Agreement
New City Hall Building
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Forest City Commercial Group, Inc. , Managing Member	1100 Terminal Tower, 50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
2.	Stella Property, LLC , Managing Member	c/o Mitchell Holdings 20 West 55 th Street New York, NY 10019	c/o 212-716-3312
3.			
4.			
5.			
6.			
7.			
8.			

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

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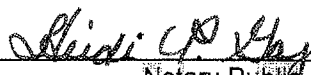
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

By: Forest City Commercial Group Inc., Managing Member


Name: Robert G. O'Brien, Vice President & Treasurer

Date: November 2nd 2009

Subscribed and sworn to before me this 2nd day of November, 2009


Notary Public
 HEIDI P. GAJOCH, Notary Public
STATE OF OHIO
My Commission Expires March 3, 2013
(Recorded in Cuyahoga County)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

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

2. Policy

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Block 1 Contracting Entity
Name: PQ Las Vegas, LLC
Address: 50 Public Sq., Ste 1360 Cleveland, OH 44113
Telephone: 216-621-6060
EIN or DUNS: 27-1146883

Block 2 Description Subject Matter of Contract/Agreement
New City Hall Building
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	FC Vegas 39, LLC , Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
2.	FC Vegas 20, LLC , Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
3.	LiveWork, LLC , Managing Member	c/o Mitchell Holdings 20 West 55 th Street New York, NY 10019	c/o 212-716-3312
4.			
5.			
8.			
9.			
10.			

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Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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 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

By: FC Vegas 39, LLC, Managing Member
 By: Rolling Acres Properties Co. Limited Partnership
 By: Artus, Inc.

Name: Robert G. O'Brien, Vice President & Treasurer

Date: November 2nd 2009

Subscribed and sworn to before me this 2nd day of November, 2009

Heidi P. Gajoch
 Notary Public



HEIDI P. GAJOCH, Notary Public
 STATE OF OHIO

My Commission Expires March 3, 2013
 (Recorded in Cuyahoga County)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Block 1	Contracting Entity
Name: PQ Ground Lessee, LLC	
Address: 50 Public Sq., Ste 1360 Cleveland, OH 44113	
Telephone: 216-621-6060	
EIN or DUNS: 27-1146942	

Block 2	Description
Subject Matter of Contract/Agreement	
New City Hall Building	
RFP#	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	FC Vegas 39, LLC, Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
2.	FC Vegas 20, LLC, Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
3.	LiveWork, LLC, Managing Member	c/o Mitchell Holdings 20 West 55 th Street New York, NY 10019	c/o 212-716-3312
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Date of Attached Document: _____ Number of Pages: _____

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By: FC Vegas 39, LLC, Managing Member
By: Rolling Acres Properties Co. Limited Partnership
By: Artus, Inc.

Name: Robert G. O'Brien, Vice President & Treasurer

Date: November 2nd 2009

Subscribed and sworn to before me this 2nd day of November, 2009

Heidi P. Gajoch
Notary Public



HEIDI P. GAJOCH, Notary Public
STATE OF OHIO
My Commission Expires March 3, 2013
(Recorded in Cuyahoga County)

**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL AND REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL AND REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED



**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

SUBJECT:

COUNCIL/AGENCY MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL/REDEVELOPMENT AGENCY MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL/REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION



**AGENDA SUMMARY PAGE
SPECIAL JOINT CITY COUNCIL AND
REDEVELOPMENT AGENCY MEETING OF: DECEMBER 2, 2009**

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

☐ Consent ☒ Discussion

SUBJECT:
ADJOURNMENT

