

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 I 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: David Mitchell
Title: Managing Member

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]

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

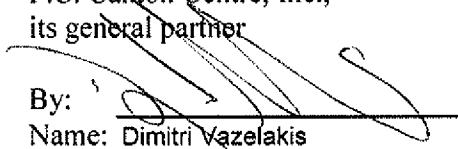
By: LiveWork Manager, LLC
its Member

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: Dimitri Vazelakis
Title: Authorized Representative

[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: Dimitri Vazelakis
Title: Authorized Representative

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

ATTEST BY:

By: _____

Beverly Bridges, City Clerk

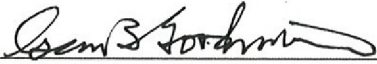
FC VEGAS 39, LLC,
a New York limited liability company

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

By: Artus, Inc.
its general partner

By: _____
Name: _____
Title: _____

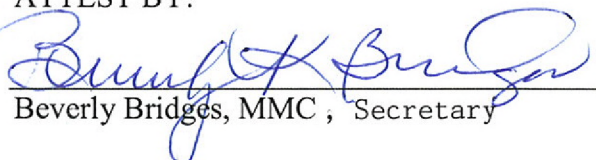
CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
Name: Oscar B. Goodman
Title: Chairman

APPROVED AS TO FORM:

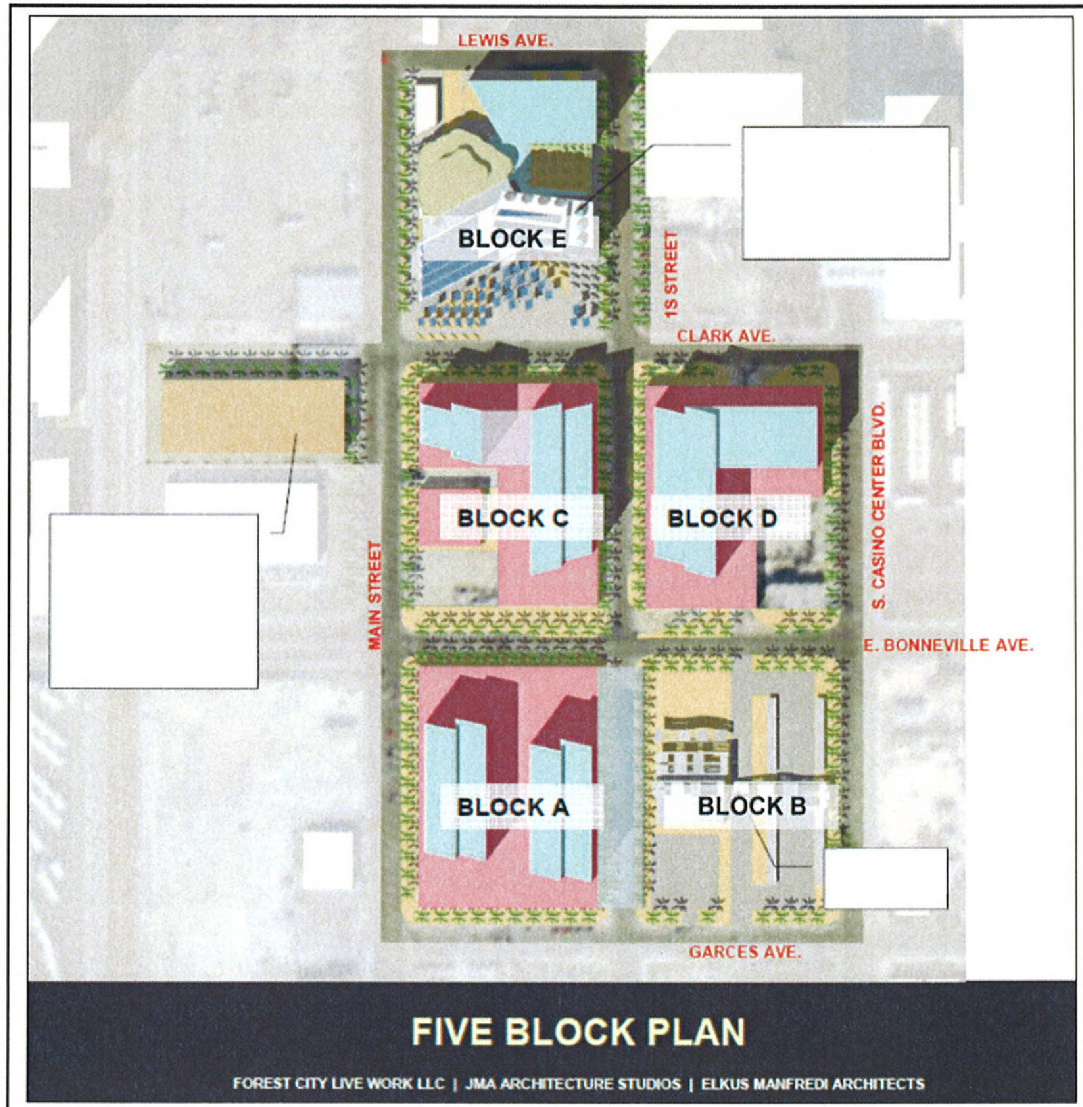
 11/18/05
By: Teresita L. Ponticello
Chief Deputy City Attorney

ATTEST BY:


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 10 1/2 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 80 Public Square, Suite 1350 Cleveland, Ohio 44113
Telephone 216-521-8060
EIN or DUNS 26-0342185

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: FC 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



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]
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: _____

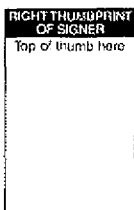
Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis

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

Signer is Representing: _____

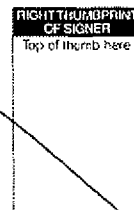
FC Vegas 20



Signer's Name: _____

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

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 80 Public Square, Suite 1360 Cleveland, Ohio 44113
Telephone 216-621-8060
EIN or DUNS 20-8540805

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 39, LLC, a Nevada limited liability company

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

By: Artis, 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



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): _____
☐ 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
Top of thumb here

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 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
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 _____

Date Nov 4, 2009

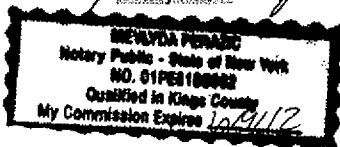
Date _____

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.

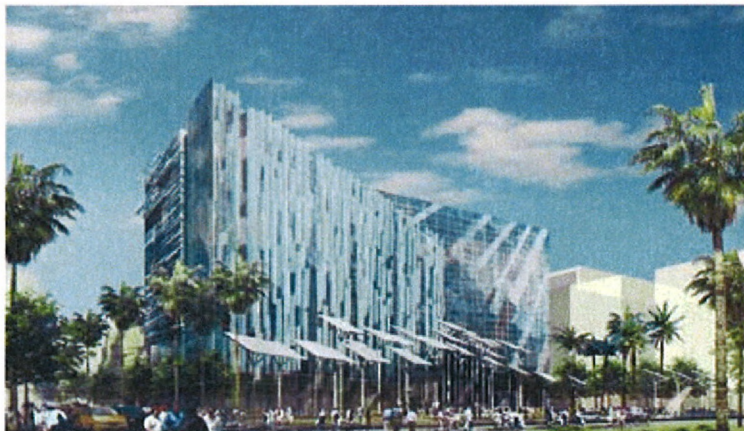
2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

- (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.

O.W.C. WHITING
(1893-1974)

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 Azuli 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

4

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:

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@nvlchamber.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@adiconstruction.com	March	Will publicize	11-Feb
Nevada Minority Business Council	894-4477	894-9474	Diane	dialfontes@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.mbda@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: _____ _____ _____ _____	

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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 / DBSE / DBE

PROJECT	Subcontractor	NAICS #	Description of Work	Address	Contact	Phone #	Fax #	Email	W/L #	DBA	DBE	Source
1 Source	Fire Protection		3440 N. Highway Rd. Ste. 100, N. Las Vegas, NV 89030	Todd Wright	702-655-0000	702-255-0001		twright@tdwright.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
1A Advertising	Signs		2600 N. Commerce St., North Las Vegas, NV 89005	Jose Ornela	702-380-0369	702-380-0369		cornejo@jcornejo.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
A-1 Concrete Cutting & Demolition	23810-10		6470 Princeton Ave. Ste. A, LV, NV 89118	Joe Montano	702-261-3131	702-261-7472		joem@jmontano.com				DBE website
A-1 Janitorial Services	Final Cleaning		4300 W. Dewey Dr., #147, Las Vegas, NV 89118	Pam Washington	702-655-1900	702-655-0754				WBE		
AC1 Contracting & Development	Room Renovations		1414 E. Valley View Blvd., #4, 118, Las Vegas, NV 89143		702-760-6134	702-761-1607						
AC1 Contracting & Development	Construction		5320 Sunset Ave., Las Vegas, NV 89121	Nelson Gonzalez						DBE		
AC1 Construction Group	Demolition		1128 E. Sunset Rd., Ste. J, Las Vegas, NV 89119	Ruben Vasquez	702-622-1952	702-622-1947						
AC1 Plumbing & Mechanical	Plumbing		3551 Lindell Rd., Ste. D105, Las Vegas, NV 89103	Andrew Giamali	702-621-6434	702-643-7561				WBE		
A-1 Sign Smiths	Signs		3770 E. Flamingo Rd., Las Vegas, NV 89121	Kathleen Smith	702-629-3711	702-629-5489			2022811245	WBE		Civ. City Bus. Ltd. Dr.
A-1 Fire & Electrical Services	Security, Access Control, CCTV, Alarm		4655 Quince Dr. Ste. F, Las Vegas, NV 89103	Daniel Miller	702-312-0276	702-312-0276		dmiller@danmiller.com		WBE		DBA website
AMP Electric	Electrical		38 E. Horizon Ridge, #100-200, Henderson, NV 89002		702-404-7433					WBE		
A-1 Night Cleaning	Final Cleaning		1342 Tennessee Dr., Henderson, NV 89024	Martha Wilgert	702-414-9432	702-414-9449				WBE		
Archery Glass Co., Inc.	Glass & Glazing		5070 S. Arroyo, #10, Las Vegas, NV 89119	Guo Shuher	702-714-6889	702-714-6906				WBE		
Asa Electric	23810-10		P.O. Box 42312, LV, NV 89116	Fran Campa Baker	702-454-4400	702-454-4408		asabaker@asabaker.com				DBE website
Academy Ceiling Lining, Inc.	Acoustical Ceilings		5200 S. Valley View Blvd., #242, Las Vegas, NV 89119	Elizabeth Hernandez	702-675-0620	702-675-7882				WBE		
Adams Research, Inc.	Security Services		880 N. Rainbow Blvd., #160, Las Vegas, NV 89107	Eric J. Adams, Sr.	702-640-6255	702-640-6506		eadams@adams.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
Admiral Specialty Construction	Painting		3620 W. Reno Ste. K, Las Vegas, NV 89118	Sherry Adornick	702-626-0772	702-626-0796				WBE		
Advanced Architectural Metals	23810-10		8145 W. Hacienda Las Vegas, NV 89116	Laura Irah	702-670-7044	702-670-7053				WBE		
Advanced Construction Technologies	Building design & construction services		3125 W. Alameda Ln. Ste. 713, LV, NV 89118	Ruben Vasquez	702-755-3884	702-755-3888		rvazquez@advtech.com				DBE website
Advanced Film Consultants, Inc.	Supplier		P.O. Box 31875, Jackson, MS 39216	Doreen G. King	601-663-1766	601-663-1667				WBE		
Advanced Fire Protection	Fire protection		4912 E. Rainbow, KPMB 578, Las Vegas, NV 89103	Patricia Davis	702-476-3606	702-476-0096			2022811245	WBE		Civ. City Bus. Ltd. Dr.
Advanced Waste Services	dumpsters, hazardous waste, demo		2000 Whitaker Pl., #103, Yorba Linda, CA 92197	Colin	656-765-3808			colin@advancedwaste.com				other
Agile Construction, LLC	23810-10		5001 Via Ave., Las Vegas, NV 89127		702-421-1308			agileconstructionllc.com				No Website gen.
Aladdin Construction	23810-10		8540 W. O'Brien Rd., Brent, MS 39512	Leche Hardin	228-232-4487	228-232-2104				WBE		
Al American Asphalt Sealing & Co.	23710-10		1431 Hubbard Way, Ste. F, Reno, NV 89507	Tia Lora	775-741-7475	775-741-6864		noah@alamerican.com				DBE website
Al American Masonry & Finishing	Masonry & Finishing		P.O. Box 54817, Las Vegas, NV 89153	Jim	702-514-1306	702-514-1326		jim@alamerican.com	2022811245	DBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	Glass Repair & Install		2149 Huber Heights Dr., Las Vegas, NV 89128	Dan Walker	702-255-7539	702-255-8919		dan@alcityglass.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	Electrical		2300 N. Commerce St., North Las Vegas, NV 89005	Rita Kragstad	702-655-4268	702-655-4267				WBE		
Al City Glass, Inc.	Final Cleaning		1722 Princeton Path, Las Vegas, NV 89106	Janet Cantor	702-647-7777	702-647-1036		janet@alcityglass.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	Painting & Upholstery Services		1996 Fortia Ave., Henderson, NV 89052	Nancy Secker	702-670-6400	702-670-3725			2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	Masonry		4424 Whinn Rd., #106, Las Vegas, NV 89103	Tina Brooks	702-426-4866	702-426-1362				WBE		
Al City Glass, Inc.	23810-10		2705 Rancho Dr., Las Vegas, NV 89117	Mark Padon	702-488-4535			mark@alcityglass.com				No Website gen.
Al City Glass, Inc.	Construction Services		4320 W. Rand Ave., Ste. D, Las Vegas, NV 89118	Audra Labin	702-423-1522	702-426-6525			2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	Construction Services		1800 Stephanie Pl., #11, Henderson, NV 89014	Judy Thomson	702-655-0516	702-655-0515				WBE		
Al City Glass, Inc.	23810-10		6009 S. Eastern Ave., #108, Las Vegas, NV 89119	Guenivere Boudou	702-688-6617	702-688-5614				WBE		
Al City Glass, Inc.	23810-10		1421 E. Sunset Rd., Ste. #2, Las Vegas, NV 89119	Bill Davis	702-696-4035	702-696-6114		bill@alcityglass.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	Final Cleaning		1230 W. Quince Ave., #3, Las Vegas, NV 89107	Brian Webster	702-675-2134	702-646-3608				WBE		
Al City Glass, Inc.	Masonry		4150 W. Pioneer, Las Vegas, NV 89102	Leonard Dominguez	702-666-6411					WBE		
Al City Glass, Inc.	Electrical		3300 W. Hacienda Ave., #104, Las Vegas, NV 89118	Mid Haveling	702-791-2723	702-727-6474				DBE		
Al City Glass, Inc.	Lighting Systems & Supplies		1118 W. Sunset Pkwy., Henderson, NV 89014	John Laidlaw, Jr.	702-664-0395	702-664-0398		john@alcityglass.com	2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	23810-10		4070 W. Evans Avenue, Denver, CO 80219	Danica Kending	303-755-4441	303-755-4441				WBE		
Al City Glass, Inc.	23810-10		3021 Sheridan Dr., #108, LV, NV 89102	Michael Williams	702-716-4275	702-716-7526		heath@alcityglass.com				DBE website
Al City Glass, Inc.	23810-10		4302 Calahan Ave., Las Vegas, NV 89129	Chris Towery	702-526-5900			chris@alcityglass.com				No Website gen.
Al City Glass, Inc.	Final Cleaning		4300 W. Reno Ste. E, Las Vegas, NV 89118	Ernie Ortiz	702-767-4415	702-767-4615				WBE		
Al City Glass, Inc.	Electrical		488 Melissa Heights, Henderson, NV 89053	Stacy Thornton	702-683-5477	702-684-5475				WBE		
Al City Glass, Inc.	Sign, neon lighting, led displays		4625 W. Sunset Dr., #6, Las Vegas, NV 89105		702-542-3046			alcityglass.com				No Website gen.
Al City Glass, Inc.	23810-10		8175 S. Eastern, #200, Las Vegas, NV 89123	Lisa Spry	702-908-6481					WBE		
Al City Glass, Inc.	23810-10		7575 Peak Dr., Ste. 170, Las Vegas, NV 89129	Araceli Ramirez	702-765-4475/1002	702-712-7601		araceli@alcityglass.com		WBE		DBA website
Al City Glass, Inc.	Decorative Finishing Contractor		3530 Coleman Street, North Las Vegas, NV 89052	Ruth S. White	702-631-0365	702-635-3333				WBE		
Al City Glass, Inc.	23810-10		1740 W. Sunset Pkwy., Ste. C, LV, NV 89106	Kathleen Kelling	702-428-0078	702-428-0075		kathleen@alcityglass.com				DBE website
Al City Glass, Inc.	23810-10		5212 Rocky Road, Las Vegas, NV 89130	Bill Shoring	702-645-0375	702-645-0385				DBE		
Al City Glass, Inc.	23810-10		110 Main St., Ukiah, CA 95603	Alison Pagan	800-448-9402	707-448-9407		alison@alcityglass.com				DBE website
Al City Glass, Inc.	23810-10		2901 N. Linn St., Las Vegas, NV 89115		702-690-1063	702-690-3787			2022811245	WBE		Civ. City Bus. Ltd. Dr.
Al City Glass, Inc.	23810-10		700 E. Pedersen Blvd., Ste. 200, Pedersen, CA 92775	Deborah Hochstetler	714-763-0885	949-762-0017		deborah@alcityglass.com				DBE website
Al City Glass, Inc.	23810-10		16200 Greenwood Blvd., Phoenix, AZ 85131	David Robinson	602-666-6165	602-666-6166				WBE		
Al City Glass, Inc.	23810-10		4445 S. Valley View Blvd., Las Vegas, NV 89103	Heather Farris	702-222-1757	702-757-3167				DBE		
Al City Glass, Inc.	23810-10		240 Broadway St., Minneapolis, MN 55402	Catherine Pearson	312-742-2829	312-742-7814				WBE		
Al City Glass, Inc.	23810-10		629 Canyon Blvd., Silverdale, WA 98281	Kathleen Papp	647-256-8815					WBE		

Subcontractor	NACCS #	Description of Work	Address	Contact	Phone #	Fax #	Email	NV Lic #	SBA	Union	Source
Acme City Signs		Signage	508 E. Brooks, North Las Vegas, NV 89003	Phil Tucker	702-483-6296						
Albright Industries Inc.	33210	Manufactured metal structures	2000 Annabell Dr., Carson City, NV 89706		775-882-2077		info@albrightindustries.com				via website
A & J Construction & Excavating	250000	excav & grading, msc, concrete	1700 W. Garden St., Sparks, NV 89415	Norman Johnson	302-657-0228	302-676-8232	norman@ajconstruction.com				DDE website
AF Danden Industries		Food Service Equipment	9201 Street & Gay Rd., Downers, CA 92421	Johnnie Hargis	949-962-4209	949-969-1850					
AI Dair Supply Co.	250000	electrical supply	P.O. Box 303, Tustin, CA 92680	Delinda Marsh	714-990-2390	714-990-9515					
Al Pined Floor Co. & R Floor	22052	flooring installation	4140 W. Warm Ave., LV, NV 89118	Janeen Pined Gillette	702-499-6390	702-755-2653	janepined@alpc.com				DDE website
AL Value Inc.	238036	General Painting, Vinyl Covering, Interior & Exterior Finishes	6945 Quincy Ct., Las Vegas, NV 89146	Joseph Esquivel	702-856-3243	702-857-3018	info@alvalue.com				DDE website
AMC Construction	541381	Painting, drywall, plastering, ceiling	3330 Sanchez Ave. Ste 102, Las Vegas, NV 89101	Maxwell Davis	702-731-4839	702-731-4832	maxwell@amcconstruction.com	1281-A-5276			DDE website
ASL Engineering, Inc.	541378	Surveying	5006 West Post Rd., Las Vegas, NV 89118	James P. Lopez	702-888-4289	702-886-0647	jlopez@asl.com				DDE website
AT Parking Company	238020	Construction & Residential Parking	4532 Crystal Street St., Las Vegas, NV 89051	Jose Luis Torres	702-326-7537	702-649-7403	residential@atparking.com				DDE website
AV Safety & Supplies LLC	475905	Business Equipment and Safety Consult for Construction, Hospitals, Schools, Local	3111 S. Valley View Dr. Ste 20, LV, NV 89032	Jules Riedly	702-953-0336	702-953-0397	info@av-safety.com				DDE website
Johnson Maintenance		Final Cleaning	3350 Gold Run St., North Las Vegas, NV 89002	Dorell Johnson	702-849-6486	702-848-2423					DDE website
KRM LLC		Mechanical	121 Woodland Ave., Woodbury, MS 38675								WAF
Kalen Electric Inc.	238112	Comm. & Residential Elec. Services, Construction	6390 S. Valley View Blvd., Ste. 216, Las Vegas, NV 89118	Kalen C. Monahan	702-220-7912	702-220-4233	info@kalen-electric.com				DDE website
Kramer & Company		Food Service Equipment	4610 Des Moines Ave., #10, Encinitas, CA 94036	Bernard Ditt	619-560-5655	619-560-2687					
Kroger AC & Heating Co.		HVAC Services, parts & supplies	7208 Bugabean St., Las Vegas, NV 89118		702-800-4567	702-855-3027	info@krogerac.com	2410			Civ City Bus Ltd Dr
LC Electric		Electrical	4123 Morgan Trail Ave., Las Vegas, NV 89119	Leslie Carlier	702-896-0514	702-896-3094					DDE website
Lam Contracting		Power & Safety Lighting & Traffic Signals	3008 Monte Ave., Las Vegas, NV 89102	Leah A. Moyer	702-243-4375	702-243-4386	leah@lamcontracting.com				DDE website
Landscape Contracting		Landscaping	P.O. Box 2701, Guilford, NC 27035	TC Wagner	252-821-4425	252-821-4467					DDE website
Las Vegas Civil Engineering	541358	Civil Engineering Services	2225 N. Ranjant, #418, Las Vegas, NV 89126	Joan DeRocco	702-514-7411	702-514-6771	info@lasvegascivil.com				DDE website
Las Vegas Traffic Control LLC	561996	Signal, Flagging, Roadwork, Construction of Signal	8806 Camden Ridge Dr., Las Vegas, NV 89147	Janet Smith	702-551-1144	702-552-0943	info@lasvegastraffic.com				DDE website
Lawrence Construction & Design		Drainage	120 Hwy. 6 East, Oxford, MS 38655	Warren Lawrence	662-281-0507	662-281-0505					DDE website
Liberty Tree Companies	541358	Landscaping, plant, control, scheduling	791 N. Green Valley Pkwy Ste 200, Henderson, NV 89014	Paul Adams	702-930-3418		info@libertytree.com				via website
LVI Equipment Certification Co.		Heavy Equipment	3385-C W. Patrick Ln., Las Vegas, NV 89118		702-765-5540	702-765-1493	info@lvi.com				Civ City Bus Ltd Dr
Lynette Industries Inc & Supply		Concrete Forming Material, Concrete Accessories	9076 Highway Dr., Rancho Cucamonga, CA 91730	Conner Lightsey	909-751-7273	909-751-7265	info@lynette.com				DDE website
Lynette Industries Inc & Supply	238120	Electrical Control	216 Glenwood St., Las Vegas, NV 89145	Rene M. Cervantes	702-424-3775	702-424-3775	info@lynette.com				DDE website
Lynette Industries Inc & Supply		Participation	5608 W. Tropicana, Las Vegas, NV 89139	Kevin Fitzgerald	702-789-1010	702-789-6371					DDE website
M&D Construction	238105	Commercial Building Construction	3067 S. Valley View #11, Las Vegas, NV 89105	Lee Durand	702-962-9136	702-962-4022	info@m-d-construction.com				via website
Luxon Contracting Inc.		Concrete	1801 Wilcox Trail, Las Vegas, NV 89109	Tyler Math	702-826-0576	702-826-0576					DDE website
MJ Mueller		Masonry, Block, masonry, specialty glass	6325 McLeod St., #2, Las Vegas, NV 89120	Daniel Pyle	702-815-7887	702-815-7887					DDE website
MTEC Electric Inc.		Electrical	5393 River Glen Dr., #209, Las Vegas, NV 89103	Nick Dang	702-863-1177	702-847-7331					DDE website
M&D Heavy Equipment		Grading & Paving Contractor	330 E. Warm Springs Rd., Las Vegas, NV 89119	Andy Farnham	702-210-6220	702-210-6228	info@m-d-heavy.com				DDE website
M&D Heavy Equipment		Grading, Driveway, Paving & Finish Contractor	4026 W. Warm Ave., Las Vegas, NV 89118	Penny Ponce	702-831-0885	702-831-0881	info@m-d-heavy.com				DDE website
Mahoney's Drive-Align		Window Contracting	1104 E. 3rd St., Las Vegas, NV 89104	Orlando Mahoney	702-755-3691	702-755-3694					Civ City Bus Ltd Dr
M&D One Excavating		Excavation	6640 W. Charleston Ave., Las Vegas, NV 89136	Mark DeBenedictis	702-854-1556	702-845-7933					DDE website
Maximum Construction & Maintenance		HVAC Services, parts & supplies	4441 Paloma Ave., Las Vegas, NV 89103		702-818-2777	702-840-0660	info@maximumconstruction.com	2000-12-240			Civ City Bus Ltd Dr
McIntosh Cleaning Service		Janitorial/Cleaning Service	3077 Meadows Dr., Sparks, NV 89431	Charles McInnis	775-358-4422	775-358-2217	info@mcintoshcleaning.com				DDE website
Mechanical Insulation Specialists		Mechanical	2245 N. Green Valley Pkwy., #209, Henderson, NV 89014	Cyrille Dabry	702-964-2401	702-964-1801					DDE website
Merge Tile & Marble		flooring & counter install	4300 S. Valley View Ste 14, Las Vegas, NV 89103	Christina Kozak	702-476-6996	702-476-0002					DDE website
MT Electronics LLC		Security Alarms, Etc., Systems, A/V	7030 Flamingo St., Las Vegas, NV 89123	Luigi Mammi	702-834-1537	702-841-8576	info@mt-electronics.com				DDE website
Nance Construction Company		General Engineering and Highway & Street Construction	1540 Harold Lane, Sparks, NV 89435	Raylene Nance	775-752-5267	775-752-2138	info@nanceconstruction.com				DDE website
NEDCO Supply		electrical supply	4200 W. Spring Mountain Rd., Las Vegas, NV 89102	Marshall Hunt	702-561-7040	702-567-1874					DDE website
Niles & Moore		Geotechnical	6750 Paradise, Ste. E, Las Vegas, NV 89119	Fulton D'Amico	702-435-0338	702-435-0767					DDE website
North American Trade Group		Mechanical	13601 Hwy. 105 West, Corpus, TX 7704		936-580-1810						DDE website
Northwest Electric and Power Inc.		Supplier of Data Comm., Cable & VMS and Test Equipment	6400 Meadows Dr., Ste. 105, Reno, NV 89501	Kelly LaFayette	775-786-0475	775-786-1400	info@nw-electric.com				DDE website
O'Connor Construction Mgmt.		Scheduling/Estimating	250 Pinedale, #210, Las Vegas, NV 89119		702-836-6326						DDE website
O'Malley Construction, Inc.		Highway Heavy & Site Work - Concrete Installation	3579 2418 Ave. Le Center, MN 55057	Lee D. Malley	507-551-7439	507-551-7439	info@omalleyconstruction.com				DDE website
Owens Company		Mechanical	2920 University Ave., Minneapolis, MN 55414	Kim Wenzinger	612-551-1582	612-551-1582	info@owenscompany.com				DDE website
Pacific Case Construction Inc.		Construction - Concrete, Architectural	1088 Pacific Ave., Sparks, NV 89431	Constantine Caram	775-372-4178	775-371-4561	info@pacificcase.com				DDE website
Paul Gil & Son Company		Construction - Concrete, Architectural	1805 S. Highland Ave., Las Vegas, NV 89102	Paul Gil	702-364-7111	702-364-7111	info@paulgil.com				DDE website
Pavement Flooring Inc.		Floor Covering & Concrete, Sales & Installation	3611 W. Cheyenne Blvd., Ste. 2-208, Las Vegas, NV 89117	Doreen Rinaldi	702-599-2468	702-599-8598	info@pavementflooring.com				DDE website
Pavement Flooring Inc.	541358	Driveway, Driveway & Driveway Utility Construction	P.O. Box 20944, Las Vegas, NV 89126	Janet Green	702-599-9884	702-599-9884	info@pavementflooring.com				DDE website
Pavement Flooring Inc.	330210	Driveway, Driveway & Driveway Utility Construction	2855 Winston Ave., Las Vegas, NV 89109	Shawn Gutierrez	702-599-7802	702-599-7852	info@pavementflooring.com				DDE website
Pavement Flooring Inc.		Driveway, Driveway & Driveway Utility Construction	4180 W. Pioneer, #C, Las Vegas, NV 89102	Larry England	702-761-2411	702-761-2411					DDE website
P&B Equipment		Equipment Supplier	4200 S. Paloma Ave., Las Vegas, NV 89102	El Dine	702-816-6886	702-816-6886					DDE website
PJM McQueen Contracting		Site Preparation	12 McCusker Lane, Collins, MS 39429	Regina McQueen	601-765-4561		info@pjm-mcqueen.com				DDE website
Reinforcing Resources Inc.		Window/Grading & Glass Driller	4511 W. Sahara Ave., Las Vegas, NV 89102	Luis Valera	702-561-9819	702-561-9819	info@reinforcingresources.com				DDE website
Reinforcing Resources Inc.	238110	Driveway & Driveway	3170 Pinedale Ave. Ste. 1, Las Vegas, NV 89102	Brian Rogers	702-426-8444	702-426-2239	info@reinforcingresources.com				DDE website
Reinforcing Resources Inc.		Driveway & Driveway	2515 Pinedale, Henderson, NV 89015	Jerry Robinson	702-731-7366	702-731-6903	info@reinforcingresources.com				DDE website
Reinforcing Resources Inc.		Driveway & Driveway	6189 W. Charleston Blvd., Las Vegas, NV 89102	Frances Minnola	702-731-7366	702-731-6903	info@reinforcingresources.com				DDE website
Reinforcing Resources Inc.		Driveway & Driveway	83 Glen Canyon Circle, Sparks, NV 89431		775-358-5521	775-358-2756	info@reinforcingresources.com				DDE website
Russ & McQuinn LLC		Seepage Designer	145 W. 5th St., 12th Fl., New York, NY 10013	Richard J. McQuinn	917-559-6533						DDE website

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.

	Publication Days	Ad Req. Deadline	Request Sent	Dates Running
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.

<u>via e-mail request-</u>	Request Sent	Dates Running
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 AUSTIN 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 AUSTIN 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

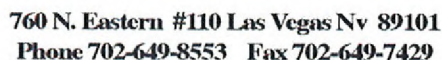
El Tiempo --

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



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

*Name _____

*Address _____ *Zip _____

Phone _____ Fax _____

*Credit Card _____

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

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

ENGLISH ☐
SPANISH ☐

Apartment	
Homes/Rooms	

Business/Land	
Homes	

Employment	
------------	--

Cars for Sale	
1997 Ford Taurus	15000
1998 Ford Taurus	18000
1999 Ford Taurus	20000
2000 Ford Taurus	22000
2001 Ford Taurus	24000
2002 Ford Taurus	26000
2003 Ford Taurus	28000
2004 Ford Taurus	30000
2005 Ford Taurus	32000
2006 Ford Taurus	34000
2007 Ford Taurus	36000
2008 Ford Taurus	38000
2009 Ford Taurus	40000
2010 Ford Taurus	42000
2011 Ford Taurus	44000
2012 Ford Taurus	46000
2013 Ford Taurus	48000
2014 Ford Taurus	50000
2015 Ford Taurus	52000
2016 Ford Taurus	54000
2017 Ford Taurus	56000
2018 Ford Taurus	58000
2019 Ford Taurus	60000
2020 Ford Taurus	62000
2021 Ford Taurus	64000
2022 Ford Taurus	66000
2023 Ford Taurus	68000
2024 Ford Taurus	70000
2025 Ford Taurus	72000
2026 Ford Taurus	74000
2027 Ford Taurus	76000
2028 Ford Taurus	78000
2029 Ford Taurus	80000
2030 Ford Taurus	82000
2031 Ford Taurus	84000
2032 Ford Taurus	86000
2033 Ford Taurus	88000
2034 Ford Taurus	90000
2035 Ford Taurus	92000
2036 Ford Taurus	94000
2037 Ford Taurus	96000
2038 Ford Taurus	98000
2039 Ford Taurus	100000
2040 Ford Taurus	102000
2041 Ford Taurus	104000
2042 Ford Taurus	106000
2043 Ford Taurus	108000
2044 Ford Taurus	110000
2045 Ford Taurus	112000
2046 Ford Taurus	114000
2047 Ford Taurus	116000
2048 Ford Taurus	118000
2049 Ford Taurus	120000
2050 Ford Taurus	122000
2051 Ford Taurus	124000
2052 Ford Taurus	126000
2053 Ford Taurus	128000
2054 Ford Taurus	130000
2055 Ford Taurus	132000
2056 Ford Taurus	134000
2057 Ford Taurus	136000
2058 Ford Taurus	138000
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2060 Ford Taurus	142000
2061 Ford Taurus	144000
2062 Ford Taurus	146000
2063 Ford Taurus	148000
2064 Ford Taurus	150000
2065 Ford Taurus	152000
2066 Ford Taurus	154000
2067 Ford Taurus	156000
2068 Ford Taurus	158000
2069 Ford Taurus	160000
2070 Ford Taurus	162000
2071 Ford Taurus	164000
2072 Ford Taurus	166000
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2074 Ford Taurus	170000
2075 Ford Taurus	172000
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2079 Ford Taurus	180000
2080 Ford Taurus	182000
2081 Ford Taurus	184000
2082 Ford Taurus	186000
2083 Ford Taurus	188000
2084 Ford Taurus	190000
2085 Ford Taurus	192000
2086 Ford Taurus	194000
2087 Ford Taurus	196000
2088 Ford Taurus	198000
2089 Ford Taurus	200000
2090 Ford Taurus	202000
2091 Ford Taurus	204000
2092 Ford Taurus	206000
2093 Ford Taurus	208000
2094 Ford Taurus	210000
2095 Ford Taurus	212000
2096 Ford Taurus	214000
2097 Ford Taurus	216000
2098 Ford Taurus	218000
2099 Ford Taurus	220000
2100 Ford Taurus	222000
2101 Ford Taurus	224000
2102 Ford Taurus	226000
2103 Ford Taurus	228000
2104 Ford Taurus	230000
2105 Ford Taurus	232000
2106 Ford Taurus	234000
2107 Ford Taurus	236000
2108 Ford Taurus	238000
2109 Ford Taurus	240000
2110 Ford Taurus	242000
2111 Ford Taurus	244000
2112 Ford Taurus	246000
2113 Ford Taurus	248000
2114 Ford Taurus	250000
2115 Ford Taurus	252000
2116 Ford Taurus	254000
2117 Ford Taurus	256000
2118 Ford Taurus	258000
2119 Ford Taurus	260000
2120 Ford Taurus	262000
2121 Ford Taurus	264000
2122 Ford Taurus	266000
2123 Ford Taurus	268000
2124 Ford Taurus	270000

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
(1883-1974)

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

8720 Via Aureli 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

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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:

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

**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	B	C
				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

Updated: Monday, March 23, 2009

[illegible]

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**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)

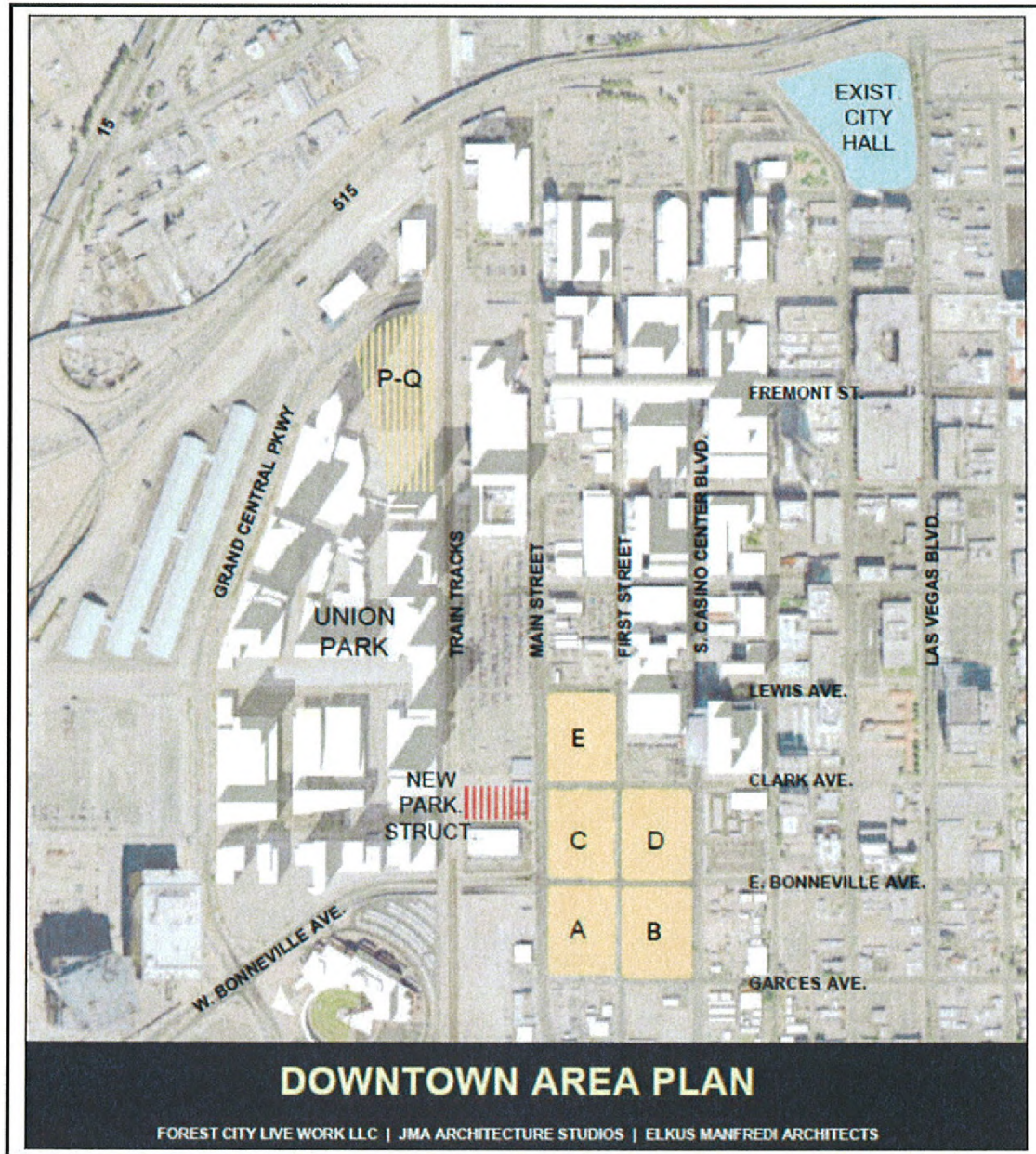
Office Space:	187,500 square feet
Parking Spaces:	563 spaces

TOTAL PROGRAM

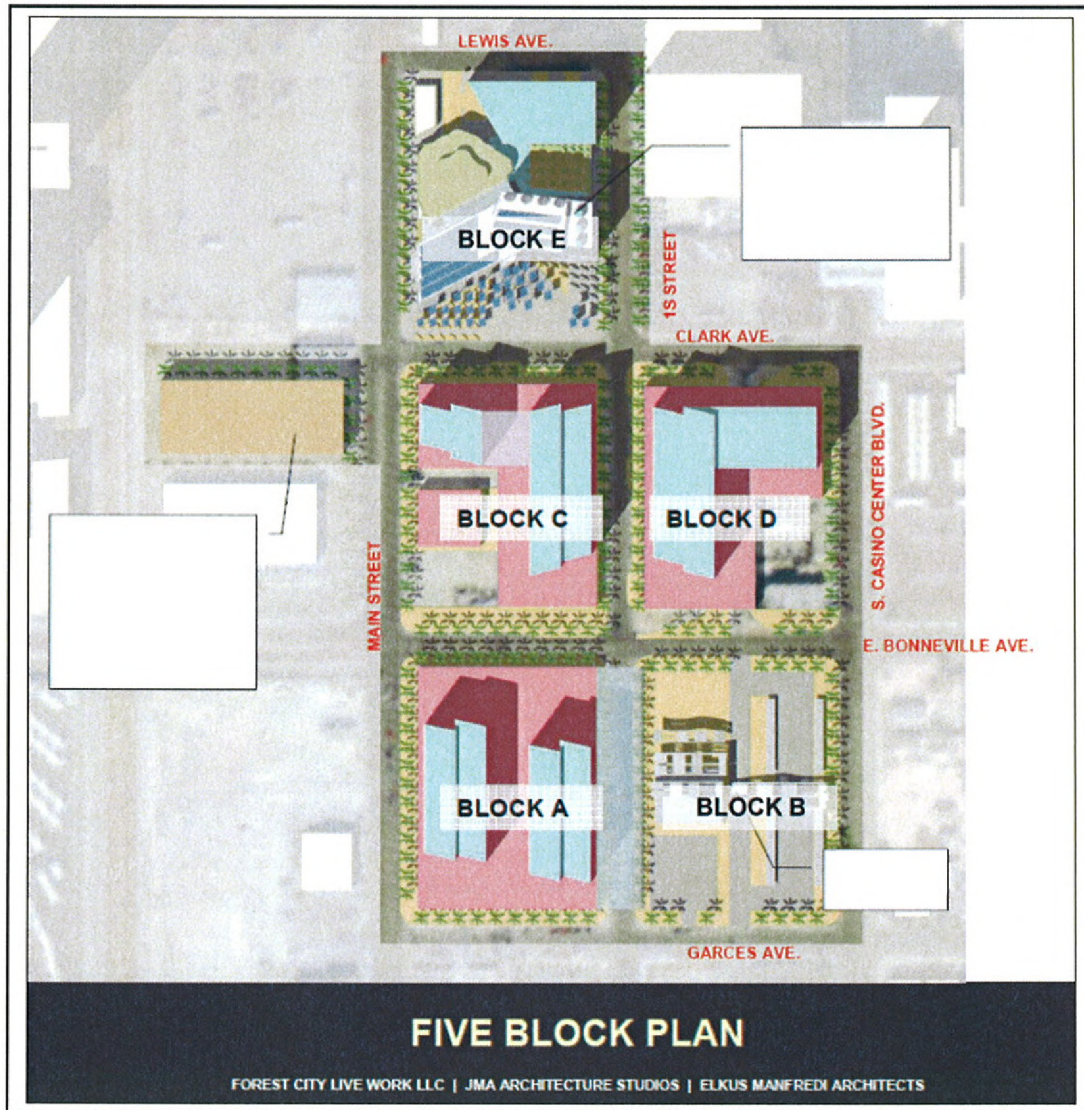
Office Space:	1,000,000 square feet
Retail Space:	269,000 square feet
Gaming Concourse:	31,000 square feet
Parking Spaces:	3,808 spaces

* 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.