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1 WHEREAS, 1800 INDUSTRIAL , LLC (the “OWNER”) is the owner of real
2 property and improvements located at 1800 INDUSTRIAL ROAD, and which parcel is
3 commonly known as APN 162-04-704-003 (the “Site”); and
4

5 WHEREAS, 1800 INDUSTRIAL, LLC (the “QSP PARTICIPANT”) is the
6 owner of the real property located at 1800 INDUSTRIAL ROAD and is undertaking certain
7 exterior, interior and code compliance improvements to the property in accordance with the
8 Quick Start Program; and
9

10 WHEREAS, the Agency has considered the findings that no other reasonable
11 means of financing the building, facilities or structures or other improvements on the Site are
12 available; and
13

14 WHEREAS, the Governing Body of the Agency has determined that the Quick
15 Start Agreement (the “Agreement” and attached hereto as Exhibit A), which provides for the
16 contribution of funds to the QSP Participant for making exterior, interior and code compliance
17 improvements to the building on the Site, all as more fully set forth in the Agreement, is in
18 compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and
19

20 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
21 the Agency that the Agreement is hereby approved and determined to be in compliance with
22 and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the
23 Chairperson of the Governing Board of the Agency is hereby authorized and directed to
24 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
25 documents (including any Attachments to the Agreement) and to perform any additional acts
26 necessary to carry out the intent and purpose of the Agreement.
27
28

1 THE FOREGOING RESOLUTION and QSP AGREEMENT was passed,
2 adopted and approved this ____ day of _____, 2013.
3

4 CITY OF LAS VEGAS
5 REDEVELOPMENT AGENCY

6 By: _____
7 CAROLYN G. GOODMAN, Chairman

8 ATTEST:

9
10 _____
11 BEVERLY K. BRIDGES, MMC
12 SECRETARY

13 APPROVED AS TO FORM:

14 J. Ponticello 11/4/13
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2013, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and 1800 INDUSTRIAL, LLC ("OWNER & QSP PARTICIPANT").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Downtown Centennial Plan Quick Start Program (the "Quick Start") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, The Property is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and QSP Participant desires to participate in the Quick Start Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said 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.

SECTION 2: PARTIES TO THE AGREEMENT. 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 principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its

rights, powers and responsibilities. The Owner and QSP Participant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 150 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7. FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner and/or QSP Participant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. 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. The Owner and/or QSP Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner, QSP Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner, QSP Participant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2013 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2013.

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

1800 INDUSTRIAL, LLC

BEVERLY BRIDGES, MMC
Secretary

By: _____
CHARLES FOX
"Manager"

APPROVED AS TO FORM:

T. Ponticello 11/4/13
Counsel to the Agency Date

Teresita Ponticello
Print Name

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner/QSP Participant)
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	PROPERTY OWNER CONSENT (If Necessary)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH RANGE 67 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4, THENCE NORTH 88°48'30" WEST, ALONG THE NORTHLINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4, A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT-OF-WAY (100 FEET WIDE), THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO A POINT, THENCE CONTINUING SOUTH 27°45'30" WEST AND PARALLEL TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT, THENCE SOUTH 62°14'30" EAST, AT A RIGHT ANGLE TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO A POINT, THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT, THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH RANGE 67 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4, THENCE NORTH 88°48'30" WEST, ALONG THE NORTHLINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4, A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT-OF-WAY (100 FEET WIDE), THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO A POINT, THENCE CONTINUING SOUTH 27°45'30" WEST AND PARALLEL TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT, THENCE SOUTH 62°14'30" EAST, AT A RIGHT ANGLE TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO A POINT, THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT, THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT, THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT, THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT, THENCE SOUTH 62°14'30" EAST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 61 EAST, 10° E.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4, THENCE NORTH 88°38'30" WEST ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 33.87 FEET TO A POINT, DISTANCE 10.00 FEET WEST (AS MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY'S RIGHT OF WAY (100 FEET WIDE), THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 160.00 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY O.J. SCHERER, ET UX, TO J. WARNER LENNON BY DEED RECORDED FEBRUARY 28, 1951, AS DOCUMENT NO. 564682, CLARK COUNTY, NEVADA RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27°45'30" WEST A DISTANCE OF 210.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY O.J. SCHERER, ET UX, TO VINCE GUN SNYDER, BY DEED RECORDED JUNE 28, 1947, AS DOCUMENT NO. 257866, CLARK COUNTY, NEVADA RECORDS, THENCE SOUTH 62°14'30" EAST ALONG THE NORTH LINE OF THE SAID PARCEL CONVEYED TO SNYDER A DISTANCE OF 25.00 FEET TO A POINT, THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 210.00 FEET TO THE MOST SOUTHERLY CORNER OF THE SAID PARCEL CONVEYED TO LENNON; THENCE NORTH 62°14'30" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL, A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 12.50 FEET AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED OF CONVEYANCE AS DOCUMENT NO. 380276-18, BY GAS 472 OF DECEMBER 20, 1990 RECORDS IN THE OFFICE OF THE COUNTY CLERK OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

PROOF OF OWNERSHIP

A.P. N.: 162-04-704-002, 162-04-704-003
R.P.T.T.: \$4,896.00

Escrow #12-11-0988-KR

Mail tax bill to and
When recorded mail to:
1800 Industrial L.L.C., a Nevada limited liability company
and
Proview Series 18 LLC
120 S. 11th Street
Las Vegas, NV 89101

C (7)

Inst #: 201302280003515
Fees: \$22.00 N/C Fee: \$25.00
RPTT: \$4896.00 Ex: #
02/28/2013 04:48:54 PM
Receipt #: 1516347
Requestor:
NEVADA TITLE COMPANY
Recorded By: ARO Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **Clark Fork Properties, LLC**, a Nevada **limited liability company**, for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **1800 Industrial L.L.C.**, a Nevada **limited liability company** as to its undivided **66.66 % interest** and **Proview Series 18, LLC** as to its undivided **33.34 % interest**, all that real property situated in the County of **Clark**, State of Nevada, bounded and described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".**

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 26th day of February, 2013

Clark Fork Properties, LLC, a Nevada limited liability company

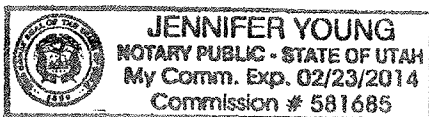
By: [Signature]

Print Name: SYDNEY KURPIUS

Title: Managing Member

State of ~~NEVADA~~ Utah
County of ~~Clark~~ Cache ss:

This instrument was acknowledged before me on 2/26/13
by Sydney Kurpius as Managing Member
of Clark Fork Properties, LLC, a Nevada limited liability company



[Signature]
NOTARY PUBLIC
My Commission Expires: 2/23/14

Jennifer Young
Exp. 2/23/2014
No. ~~581685~~ 581685

EXHIBIT "A"

PARCEL I:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4; THENCE NORTH 88°48'30" WEST, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE); THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27°45'30" WEST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 62°14'30" EAST, AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO A POINT; THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4; THENCE NORTH 88°48'30" WEST, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE); THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27°45'30" WEST AND

PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE NORTH 62°14'30" WEST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 62°14'30" EAST AT A RIGHT ANGLE TO THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4; THENCE NORTH 88°48'30" WEST, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE); THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 160.00 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY O.J. SCHERER, ET UX, TO J. WARNER LENNON BY DEED RECORDED FEBRUARY 28, 1951, AS DOCUMENT NO. 364682, CLARK COUNTY, NEVADA RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27°45'30" WEST A DISTANCE OF 210.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY O.J. SCHERER, ET UX, TO LINCOLN SNYDER, BY DEED RECORDED JUNE 25, 1947, AS DOCUMENT NO. 257866, CLARK COUNTY, NEVADA RECORDS; THENCE SOUTH 62°14'30" EAST ALONG THE NORTH LINE OF THE SAID PARCEL CONVEYED TO SNYDER A DISTANCE OF 250.00 FEET TO A POINT; THENCE NORTH 27°45'30" EAST AND PARALLEL TO THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 210.00 FEET TO THE MOST SOUTHERLY CORNER OF THE SAID PARCEL CONVEYED TO LENNON; THENCE NORTH 62°14'30" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY TEN (10) FEET AS CONVEYED TO THE CITY OF LAS VEGAS, RECORDED AUGUST 27, 1963, AS DOCUMENT NO.

380256, IN BOOK 472 OF OFFICIAL RECORDS, IN THE OFFICE OF THE
COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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PARCEL IV:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 4; THENCE NORTH 88°48'30" WEST, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), A DISTANCE OF 330.82 FEET TO A POINT, DISTANT 20.00 FEET EASTERLY (MEASURED AT A RIGHT ANGLE) FROM THE EAST LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE); THENCE SOUTH 27°45'30" WEST AND PARALLEL TO SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 160.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27°45'30" WEST A DISTANCE OF 210.00 FEET TO A POINT; THENCE NORTH 62°14'30" WEST A DISTANCE OF 20.00 FEET TO A POINT ON THE SAID EAST RIGHT OF WAY LINE; THENCE NORTH 27°45'30" EAST ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 210.00 FEET TO A POINT; THENCE SOUTH 62°14'30" EAST A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)

- a) 162-04-704-002, 162-04-704-003
b) _____
c) _____
d) _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property \$960,000.00
b. Deed in Lieu of Foreclosure Only (value of property) _____
c. Transfer Tax Value: \$960,000.00
d. Real Property Transfer Tax Due \$4,896.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Clark Fork Properties, LLC, a
Nevada limited liability company
Address: 3955. 325W
City: Providence
State: UT Zip: 84332

Print Name: 1800 Industrial L.L.C., a Nevada
limited liability company & Proview Series
Address: 120 S. 11th 18, LLC
City: Las Vegas
State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 12-11-0988-KR
Address: 3993 Howard Hughes Parkway, Suite 120
City: Las Vegas State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Tile for Restroom's floors and walls	\$4,368.00
2. Mechanical & Plumbing	\$6,106.00
3. Plumbing	\$5,790.00
4. Electrical	\$26,265.00
5. Flooring	\$4,212.00
TOTAL ESTIMATED PROJECT COSTS (QSP)	\$46,741.00
Other Exterior and Interior Renovation Costs	\$165,127.00
TOTAL PROJECT COSTS	\$211,868.00
Estimated QSP Grant	\$50,000.00

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 150 days, depending on contractor's work schedule/work load.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name 1800 Industrial, LLCMailing Address 1800 Industrial, #104-C LV, NV 89102Business Phone 702-361-5005Tax ID or Social Security Number 46-2090685

Ownership Interest

Estate in Severalty _____

Tenancy in Common _____

Joint Tenancy _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Charles Fox	1800 1800 Industrial, #104-C LV, NV 89102	702-361-5005
Scott Seidenwitz	8336 Paseo Verde Dr. LV, NV 89128	702-982-8922
Proline Services, LLC	1115 S. Casino Center Blvd. LV, NV 89102	702-468-9900

Additional Ownership/Principals

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: _____

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

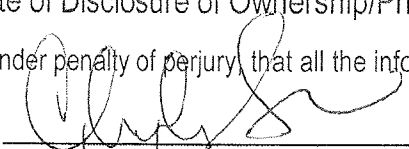
Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

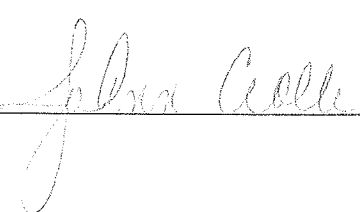
I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

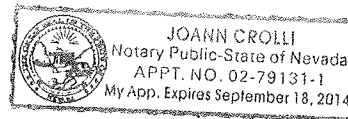
Signature 

Date 7/15/13

State of Nevada }
County of Clark }

This instrument was acknowledged before me on July 15, 2013 (date) by
// Charles Fox // (name of person).

Notary Public: 



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NV }
COUNTY OF Clark } ss:

Please Print Legibly

I, Charles Fox, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the 1800 Industrial LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1800 Industrial ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
 - b. Create jobs or other business opportunities for nearby residents; ☒
 - c. Increase local revenues from desirable sources; ☒
 - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☐
 - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
 - f. Require for their construction, installation or operation the use of qualified and trained labor; ☐
 - and
 - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:
- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
 - b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐
 - c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☒ or,
 - d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. CS (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. CS (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. CS (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CS (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 11 day of July, 2013

Authorized Signature: [Signature]

SIGNED AND SWORN TO before

me this 11 day of JULY, 2013, by CHARLES FOX

STATE OF NV, COUNTY OF CLARK

[Signature]
NOTARY PUBLIC

My Commission Expires:

