

**SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("*Second Amendment*") is entered into as of the ____ day of January, 2014, ("*Effective Date*") by and between the City of Las Vegas Redevelopment Agency, a public body organized and existing under the community development laws of the State of Nevada (hereinafter "*RDA*"), and Las Vegas ICE, LLC, a Nevada limited liability corporation (hereinafter "*ICE*"). The RDA and ICE may be referred to herein individually as a "*Party*" and together as the "*Parties*".

WHEREAS, the Parties have entered into that certain Disposition and Development Agreement dated April 20, 2011 ("*DDA*") to set forth the terms and conditions of the sale, purchase and development of real property generally located at the southeast corner of Las Vegas Boulevard and Clark Avenue, Las Vegas, Nevada, as further defined in the DDA, for the purposes of developing and leasing Class A office space to the General Services Administration ("*GSA*"), as amended by that First Amendment to Disposition and Development Agreement entered into by the Parties dated as of December 21, 2011;

WHEREAS, the real property was conveyed to Las Vegas ICE, LLC by the RDA on September 26, 2011; and

WHEREAS, the Parties desire to enter into this Second Amendment in order to modify the existing Preliminary Site Plan which is Exhibit "D" to the DDA, the existing Scope of Development which is Exhibit "E" to the DDA, and the existing Schedule of Performance which is Exhibit "F" to the DDA.

NOW, THEREFORE, the Parties do hereby agree to amend the DDA as follows:

1. This Second Amendment shall be effective upon its execution by both Parties.
2. The Parties hereby agree that (i) Exhibit "D" – Preliminary Site Plan to the DDA is hereby deleted and Exhibit "A" to this Second Amendment is hereby substituted in lieu thereof, (ii) Exhibit "E" – Scope of Development to the DDA is hereby deleted and Exhibit "B" to this Second Amendment is hereby substituted in lieu thereof, and (iii) Exhibit "F" – Schedule of Performance to the DDA is hereby deleted and Exhibit "C" to this Second Amendment is hereby substituted in lieu thereof. The Developer agrees that it has constructed an eleven (11) story

building shell with approximately 1,500 square feet of ground floor retail (subject to approval of the GSA), and will construct a seven (7) story structured parking garage as set forth in the revised Site Plan, Scope of Development and Schedule of Performance.

3. Except as modified by this Second Amendment, the DDA remains in full force and effect in all respects.

4. This Second Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same. Delivery of this Second Amendment may be accomplished by facsimile transmission of this Second Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

LAS VEGAS ICE, LLC
By: SDA, Incorporated
Its: Managing Member

By: Elizabeth N. Fretwell

By: Stephen M. Biagiotti

Executive Director

President

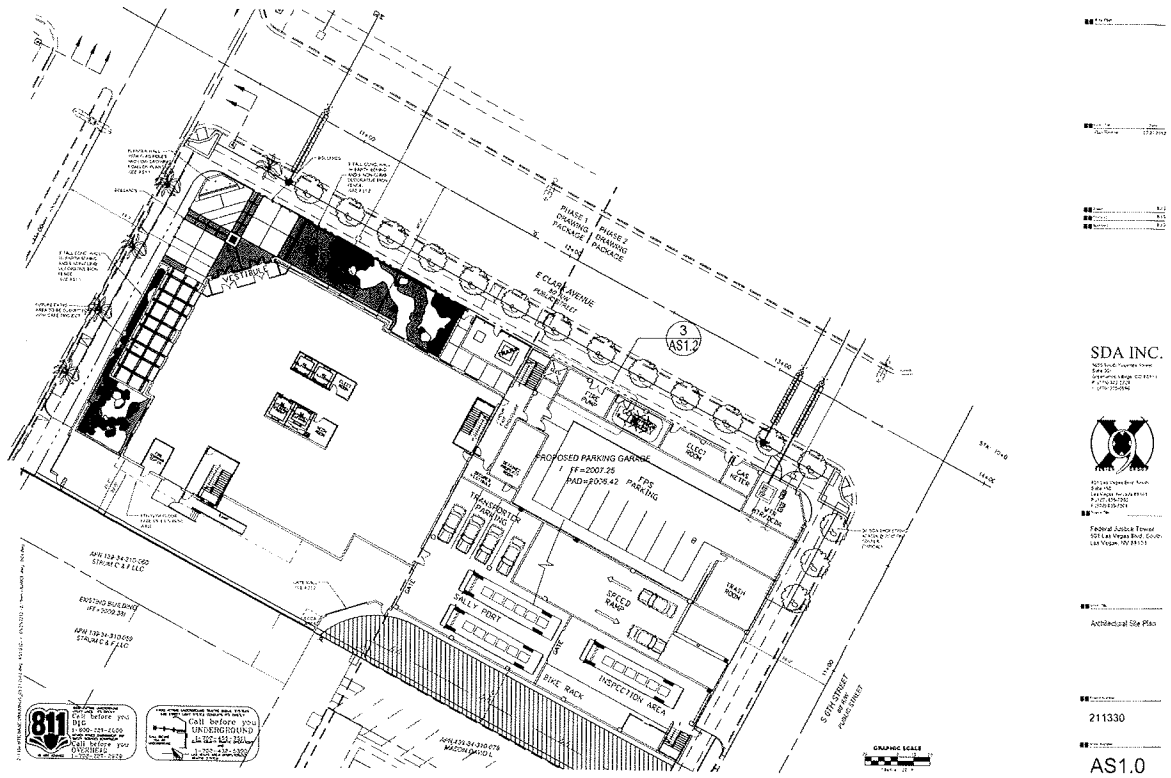
APPROVED AS TO FORM:

M. Nardos Esq.
Date
1-2-14

Exhibit "A"

Second Amendment to Disposition and Development Agreement

Site Plan substituted for Exhibit "D" of the Disposition and Development Agreement



SDA INC.
 1000 South Main Street
 Suite 200
 Las Vegas, NV 89101
 P: 702.735.1100
 F: 702.735.1101

Architect
 SDA INC.
 1000 South Main Street
 Suite 200
 Las Vegas, NV 89101
 P: 702.735.1100
 F: 702.735.1101

Architectural Site Plan

211330

AS1.0

Exhibit "B"
Second Amendment to Disposition and Development Agreement
Revised Scope of Development of the Project substituted for Exhibit "E" of the Disposition and
Development Agreement

Developer has constructed the eleven (11) story building shell of the Class A office building of approximately 132,000 square feet; shall complete interior Tenant Improvements per the Scope of Agreement between Developer and the GSA; shall construct a seven (7) story structured parking garage to lease to the Department of Justice, U.S. Attorney's Office and the Department of Homeland Security General Services Administration (GSA) U.S. Immigration and Customs Enforcement Agency (ICE) for their administrative and executive offices for a minimum lease term of fifteen (15) years and for not less than 130,000 square feet of leasable area consistent with the site development plan submitted to the City Planning Department on November 23, 2011 for consideration at the January 10, 2012 City Planning Commission meeting.

The first floor retail space will be designed to accommodate up to 1,500 square feet of ground floor retail subject to GSA approval. Any deviation from said site development plan or the conditions of the approval of such plan shall require written approval of the RDA.

Exhibit "C"
 Second Amendment to Disposition and Development Agreement
 Revised Schedule of Performance substituted for Exhibit "F" of the Disposition and
 Development Agreement

The Parties shall execute and deliver two exact copies of this Second Amendment.	Not later than ten (10) calendar days from approval of this Second Amendment.
The Developer shall submit to the City for approval a set of basic concept drawings.	Pre-application to be heard on November 15, 2011 Completed
Review of basic concept drawings by City.	Not later than ninety (90) calendar days from the Effective Date. April 25, 2012 Completed
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date. August 29, 2012 Completed
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval. Shell Structure - Completed Tenant Improvements submittal - January, 2014
Issuance of City and other governmental permits necessary to commence construction.	Shell Structure permit issued 6-19-12 11 Story permit revision issued 11-7-12
Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction Completed
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Shell Structure Construction Start Date 10-1-2012
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	On or before October 1, 2014

Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

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	Las Vegas Ice, LLC
Address	5655 S. Yosemite St. #301
	Greenwood Village, CO 80111
Telephone	(303) 220-0500
EIN or DUNS	967744736

Block 2	Description

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.	Stephen M. Biagiotti	5655 S. Yosemite St. #301 Greenwood Village, CO 80111	(303) 220-0500 x209
2.	Mark D. Canto	5655 S. Yosemite St. #301 Greenwood Village, CO 80111	(303) 220-0500 x207
3.	Paula L. Woodward	5655 S. Yosemite St. #301 Greenwood Village, CO 80111	(303) 779-4735
4.	Ellis and Yvette Landau	7571 Silver Meadow Ct. Las Vegas, NV 89117	(702) 368-1131
5.	H. Alan Dill	455 Sherman St., Suite 300 Denver, CO 80203	(303) 777-3737
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

N/A

Date of Attached Document: _____

Number of Pages: _____

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 2nd day of

January, 2013
Courtney Myers
Notary Public

